

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption Development, Installation and Operation of Taxicab Smart Meter System (TSMS)		Page of Pages 1   89		
2. Contract Number		3. Solicitation Number  DCPO-2012-R-0342		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued  1/25/2012	
7. Issued By: Office of Contracting and Procurement Information Technology Group 441 4th Street, NW, Suite 700S Washington, DC 20001				8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW Suite 700S Washington, DC 20001			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							

**SOLICITATION**

9. Sealed offers in original and 1 Original & 9 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, N.W, Suite 700 South, Washington, DC 20001 until 2:00PM local time March 12, 2012

(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Leslie Ramdat	B. Telephone			C. E-mail Address leslie.ramdat@dc.gov
	(Area Code) 202	(Number) 727-8704	(Ext)		

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**OFFER**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> Calendar days %
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	Amendment Number	Date	Amendment Number	Date
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				

15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature
(Area Code)	(Number)	(Ext)		18. Offer Date

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print) Derrick White		
23. Signature of Contracting Officer (District of Columbia)		24. Award Date

**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The District of Columbia Office of Contracting and Procurement (OCP), on behalf of the District of Columbia Taxicab Commission (DCTC) is seeking a contractor(s) to develop, install and operate a Taxicab Smart Meter System (TSMS) that requires strong authentication and that includes electronic trip reporting, offers credit card payment processing, displays news and other programming through a back-seat Personal Information Monitor (PIM) and Driver Information Monitor (DIM), incorporates safety activation devices for drivers and passengers and requires management of all aspects of in-cab advertising. The TSMS shall also provide a fully integrated Back Office Management Information System (BOMIS) for automated trip reporting and GPS tracking.

**B.2** The District of Columbia (“The District”) contemplates award of a multi-year fixed price contract.

**B.3** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

**B.4 PRICE SCHEDULE**

**B.4.1 BASE PERIOD – DATE OF AWARD THROUGH FIVE (5) YEARS THEREAFTER**

**B.4.1.1 BASE PERIOD – DATE OF AWARD THROUGH FIVE (5) YEARS THEREAFTER**

CLIN	Item Description	Base Period														
		Year 1			Year 2			Year 3			Year 4			Year 5		
		Qty	Unit	Tot	Qty	Unit	Tot	Qty	Unit	Tot	Qty	Unit	Tot	Qty	Unit	Tot
Upfront Implementation Costs																
0001	Hardware and equipment for the in-taxicab components (refer to L.2.2.1.1)	6,500														
0002	Hardware and equipment for the BOMIS components (refer to L.2.2.1.1)	1														
0003	Software for in-taxicab components (refer to L.2.2.1.2)	6,500														
0004	Software for BOMIS components (refer to L.2.2.1.2)	1														
0005	Installation and mounting (refer to L.2.2.1.3)	6,500														
0006	Setup for wireless communications, hosting, network infrastructure and credit card terminals (refer to L.2.2.1.4)	1														

CLIN	Item Description	Base Period														
		Year 1			Year 2			Year 3			Year 4			Year 5		
		Qty	Unit	Tot	Qty	Unit	Tot	Qty	Unit	Tot	Qty	Unit	Tot	Qty	Unit	Tot
0007	Testing, startup and training (refer to L.2.2.1.5)	1														
0008	Printed instructional materials (refer to L.2.2.1.6)	1														
0009	Setup for maintenance and help desk operations (refer to L.2.2.1.7)	1														
0010	Reserve for equipment removal and reinstallation (refer to L.2.2.1.8)	1														
0011	Setup financial operations (refer to L.2.2.1.9)	1														
0012	Setup advertisement management operations (refer to L.2.2.1.10)	1														
0013	Other upfront costs (refer to L.2.2.1.11)	1														
Total Upfront Costs for Base Period			Total			Total			Total			Total			Total	
<b>Ongoing Operational Costs</b>																
0014	BOMIS operations, distribution and operations, and field operations (refer to L.2.2.2.1)	1														
0015	Recurring fees for wireless communications, system hosting, network infrastructure, credit card terminals (refer to L.2.2.2.2)	1														
0016	Credit / debit / other non-cash transaction fees (refer to L.2.2.2.3)	1														
0017	Ongoing training (refer to L.2.2.2.4)	1														
0018	Ongoing maintenance and help desk operations (refer to L.2.2.2.5)	1														
0019	Ongoing financial operations (refer to L.3.2.2.6)	1														
0020	Ongoing advertisement management operations (refer to L.2.2.2.7)	1														
0021	Other recurring fees (refer to L.2.2.2.8)	1														
0022	G&A (refer to L.2.2.2.9)	1														
Total Operational Costs for Base Period			Total			Total			Total			Total			Total	
GRAND TOTAL BASE PERIOD			Total			Total			Total			Total			Total	

**B.4.2 OPTION PERIOD ONE (1) – THE PERIOD OF PERFORMANCE SHALL BE ONE (1) YEAR**

CLIN	Item Description	Option Year 1		
		Qty	Unit	Total
1014	BOMIS operations, distribution and operations, and field operations (refer to L.2.2.2.1)	1		
1015	Recurring fees for wireless communications, system hosting, network infrastructure, credit card terminals (refer to L.2.2.2.2)	1		
1016	Credit / debit / other non-cash transaction fees (refer to L.2.2.2.3)	1		
1017	Ongoing training (refer to L.2.2.2.4)	1		
1018	Ongoing maintenance and help desk operations (refer to L.2.2.2.5)	1		

CLIN	Item Description	Option Year 1		
		Qty	Unit	Total
1019	Ongoing financial operations (refer to L.2.2.2.6)	1		
1020	Ongoing advertisement management operations (refer to L.2.2.2.7)	1		
1021	Other recurring fees (refer to L.2.2.2.8)	1		
1022	G&A (refer to L.2.2.2.9)	1		
			TOTAL FOR OPTION PERIOD ONE (1)	

**B.4.3 OPTION PERIOD TWO (2) – THE PERIOD OF PERFORMANCE SHALL BE ONE (1)YEAR**

CLIN	Item Description	Option Year 1		
		Qty	Unit	Total
2014	BOMIS operations, distribution and operations, and field operations (refer to L.2.2.2.1)	1		
2015	Recurring fees for wireless communications, system hosting, network infrastructure, credit card terminals (refer to L.2.2.2.2)	1		
2016	Credit / debit / other non-cash transaction fees (refer to L.2.2.2.3)	1		
2017	Ongoing training (refer to L.2.2.2.4)	1		
2018	Ongoing maintenance and help desk operations (refer to L.2.2.2.5)	1		
2019	Ongoing financial operations (refer to L.2.2.2.6)	1		
2020	Ongoing advertisement management operations (refer to L.2.2.2.7)	1		
2021	Other recurring fees (refer to L.2.2.2.8)	1		
2022	G&A (refer to L.2.2.2.9)	1		
			TOTAL FOR OPTION PERIOD TWO (2)	

**B.4.4 OPTION PERIOD THREE (3) – THE PERIOD OF PERFORMANCE SHALL BE ONE (1)YEAR**

CLIN	Item Description	Option Year 1		
		Qty	Unit	Total
3014	BOMIS operations, distribution and operations, and field operations (refer to L.2.2.2.1)	1		
3015	Recurring fees for wireless communications, system hosting, network infrastructure, credit card terminals (refer to L.2.2.2.2)	1		
3016	Credit / debit / other non-cash transaction fees (refer to L.2.2.2.3)	1		
3017	Ongoing training (refer to L.2.2.2.4)	1		
3018	Ongoing maintenance and help desk operations (refer to L.2.2.2.5)	1		
3019	Ongoing financial operations (refer to L.2.2.2.6)	1		
3020	Ongoing advertisement management operations (refer to L.2.2.2.7)	1		
3021	Other recurring fees (refer to L.2.2.2.8)	1		
3022	G&A (refer to L.2.2.2.9)	1		
			TOTAL FOR OPTION PERIOD THREE (3)	

## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE:**

The District is initiating a major technology initiative, herein referred to as the Taxicab Smart Meter System (TSMS). As part of this project, the District is seeking a highly qualified Contractor to develop, install and operate the fully integrated TSMS for the District in approximately 6,500 taxicabs licensed to operate in the city. The TSMS must deliver capabilities in the following service areas:

- Authentication
- Electronic Trip-Sheet Data Collection
- Driver Information Module (DIM) with Text Messaging
- Credit / Debit Card and PIN Acceptance
- Passenger Information Monitors (PIM) with Programming
- Web-Based Back Office Management Information System (BOMIS)
- Safety Activation Devices
- Advertisement Management

The Contractor shall also be responsible for supporting, maintaining and operating the TSMS for the entire contract period.

### **C.2 DEFINITIONS**

These terms when used in this RFP have the following meanings:

**ADA** – Americans with Disabilities Act (of 1990)

**APL** – Approved Products List

**ASA** – Average Speed to Answer

**ATM** – Automated Teller Machine

**AVL** - Automatic Vehicle Location

**BOMIS** – Back Office Management Information System (Web-based)

**C&A** – Certification & Accreditation

**CFO** – Chief Financial Officer

**CO** – Contracting Officer

**CA** – Contract Administrator

**CRL** – Certificate Revocation List

**DBE** – Disadvantaged Business Enterprise

**DCTC** – District of Columbia Taxicab Commission

**DOES** – Department of Employment Services

**DOT** – Department of Transportation (District of Columbia)

**DIM** - Driver Information Module

**EEO** – Equal Employment Opportunity

**EMV** – Developed by Europay, Master Card and Visa, is a standard for interoperation of integrated circuit cards (IC cards or "chip cards") and IC card capable point of sale (POS) terminals and automated teller machines (ATMs), for authenticating credit and debit card transactions.

**FTE** – Full Time Equivalents

**GPS** – Global Positioning Satellite

**GSA** - General Services Administration

**IFB** – Invitation for Bids

**JCB** – Japan Credit Bureau

**LAN** – Local Area Network

**LBE** – Local Business Enterprise

**LBOC** – Local Business Opportunity Commission

**MOR** – Merchant of Record

**MPD** – Metropolitan Police Department (District of Columbia)

**MTBF** – Mean Time between Failures

**MTTR** – Mean Time to Recovery

**NFC** - Near Field Communication

**OCSP** – Online Certificate Status Protocol

**OCP** – Office of Contracting and Procurement

**OCTO** - Office of the Chief Technology Officer

**OEM** – Office of Emergency Management (District of Columbia)

**PC** – Personal Computer

**PCI** - Payment Card Industry

**PDA** – Personal Digital Assistant

**PII** – Personally Identifiable Information

**PIM** - Passenger Information Monitors

**PIN** - Personal Identification Number

**POS** – Point of Sale

- PSA** – Public Service Announcement
- RBO** – Resident Business Ownership
- RFI** – Request for Information
- SCP** – Supplies and Services Contracts
- SLA** – Service Level Agreement
- SSL** – Secure Socket Layer
- TSMS** - Taxicab Smart Meter System
- WAN** - Wide Area Network

### **C.3 BACKGROUND**

**C.3.1** The TSMS shall deliver technology service enhancements in the following service areas:

- Authentication
- Electronic Trip-Sheet Data collection
- Driver Information Monitor (DIM)
- Credit / Debit Card acceptance
- Passenger Information Monitor (PIM) with programming
- Web-based Back Office Management Information System (BOMIS)
- Safety Activation Devices
- Advertisement Management

**C.3.2** Detailed TSMS requirements are included in Section C.7 of this RFP and are required to be fully installed and operational in up to 6,500 District taxicabs within ninety (90) days of the date of award. The TSMS represents a rare opportunity to significantly improve the riding experience of countless passengers, District citizens and visitors; and shall improve operations for drivers. The implementation of the TSMS technological enhancements shall also assist the District in communicating with taxi drivers, improving service, and introducing new payment options for the riding public.

#### **C. 3.2.1 Phased Approach**

Detailed TSMS requirements are included in Section C.7 of this RFP. The target is to have a fully installed and operational TSMS solution in up to 6,500 District Taxi Cabs; within ninety (90) days of award. If offeror believes a 90 day implementation schedule is un-achievable, offeror should explain why and may propose a phased approach. The Phases must be a milestone/schedule detailing the offeror's plan to fully install an operational TSMS solution in up to 6,500 District Taxi Cabs.

- C.3.3** The District anticipates that automatic vehicle location technology shall be an invaluable management tool for its policy analysis and for citywide transportation planning. Additionally, the ability to communicate with taxi drivers on a real-time basis shall enable the DCTC to increase the level of service provided to the riding public as already proven in other cities.
- C.3.4** The TSMS is expected to enable the District to achieve the following business and technical objectives:
- C.3.4.1** Improve the experience, assurance and safety of DC taxicab and limousine passengers.
  - C.3.4.2** Increase security by requiring strong authentication to operate the taxi meter. The authentication mechanism shall significantly reduce data breaches and trust violations and prevent additional security gaps in the areas of user identification and authentication, logging and auditing.
  - C.3.4.3** Introduce Driver Information Modules that improve the ability to communicate with taxi operators and provide location based navigation and other services.
  - C.3.4.4** Outfit taxicabs with state of the art personal information monitors that provide informative content and services to inform and enhance the taxi riding experience.
  - C.3.4.5** Allow the DCTC to disengage individual meters remotely.
- C.3.5** The DCTC intends to provide the TSMS to all licensed taxicab drivers. The DCTC recognizes that some taxicab companies and drivers may choose to purchase their own solutions. Any solution purchased independently by taxicab companies or drivers must meet the requirements of the new TSMS solution and must integrate with the TSMS' BOMIS for trip-reporting and messaging.

## **C.4 REQUIREMENTS**

### **C.4.1 Authentication**

- C.4.1.1** The Taxicab Smart Meter System (TSMS) shall require strong authentication to ensure that the taxicab driver is authorized to drive a taxi and operate the meter. The solution should be designed to at least have a strong PIN for authentication and optionally validate the barcode on a taxicab driver credential. It should also include at a minimum an electronic digital photo of the taxicab driver on the Passenger Information Module monitor.
- C.4.1.2** The smart meter, DIMs and PIMs shall be secured and hardened into a single solution that is enabled by a strong authentication mechanism. It is the intent of the District to require authentication solutions to validate the current status (valid, revoked, or suspended) of the driver via real-time checks or via a valid caching method which polls

authentication status periodically and caches the responses for a very short period of time.

- C.4.1.3** The TSMS authentication solution is required to validate the driver to ensure they are valid taxi drivers.
- C.4.1.4** Registration of taxicab driver's credentials, if used, shall be performed via a data feed from the DCTC to the BOMIS. The BOMIS shall establish the authorization to drive taxicabs.
- C.4.1.5** Taxicab credentials (optionally containing barcodes) are issued independently via Hack License procedures through the District of Columbia Taxicab Commission (DCTC).
- C.4.1.6** Failover procedures must be developed to allow taxicab operators to continue driving during unexpected circumstances where their PIN and/or card authentication fails, but, it can only be used for a limited number of authentication attempts. The solution must enable DCTC to set a desired number of fares per month for "failover" authentication. Technical problems affiliated with the TSMS must be resolved by the Offeror's help desk/maintenance shop(s).

#### **C.4.2 Electronic Trip-Sheet Data Collection**

- C.4.2.1** The TSMS must provide electronic trip-sheet data collection that meets the current District Taxicab regulations. The trip-sheet reporting shall make use of Automatic Vehicle Location (AVL) and Global Positioning Satellite (GPS) technologies to geospatially mark pick-up, drop-off and current taxi location information. The AVL system must include the entire Washington Metropolitan area, including the District of Columbia, Maryland and Virginia. Data shall be transferred in a secure fashion to ensure data integrity. The Offeror shall be required to work with the DCTC to develop a data structure / format that shall be consistent across all taxicabs.
- C.4.2.2** Trip reporting and vehicle location information shall assist the District in better managing citywide taxi operations, evaluating taxi usage trends, and evaluating the effectiveness of policies and may also prove valuable for fleet management. Trip data might be utilized in evaluating average trip durations, trip costs and usage, providing day-to-day operational awareness, and helping to locate lost property left in a taxicab.
- C.4.2.3** The TSMS shall provide automated electronic trip-sheet data collection that at a minimum records trip-sheet data according to the rules and regulations for the DC Taxicab Commission specified in District of Columbia Municipal Regulations Title 31, Chapter 8 Operations of Taxicabs, and Section 823 Manifest Record. The following data elements shall be captured and stored as part of automating the driver's trip-sheet log:

- C.4.2.3.1** The date, operator's name and identification card number (i.e., Hack License Number), taxicab company, vehicle number, and license plate number
- C.4.2.3.2** The time and mileage out at beginning of tour of duty
- C.4.2.3.3** The time and mileage of each trip
- C.4.2.3.4** The time and geospatially recorded place of origin and time and geospatially recorded place of destination of each trip
- C.4.2.3.5** The number of passengers and fare charged for each trip
- C.4.2.3.6** The time and mileage at the end of the workday
- C.4.2.3.7** Trip number
- C.4.2.3.8** Taxicab number
- C.4.2.3.9** Itemized fare: tolls, surcharges, and tip amount for credit/debit purchases
- C.4.2.3.10** Payment type (cash, credit payments, credit card brand, or debit
- C.4.2.3.11** Occasionally, DCTC taxicab passengers may negotiate non-standard fares as allowed under the DCTC Rules. The TSMS must provide capabilities to capture electronic trip-sheet information for negotiated non-standard fares. The TSMS must offer solutions that can accommodate the following aspects of a non-metered fare:
  - C.4.2.4** Automated Trip-sheet Data Collection must take place for all standard, non-standard and out-of-city fares
  - C.4.2.5** Drivers must be able to key in the non-metered fare
  - C.4.2.6** Passengers must be able to accept/acknowledge the non-metered fare in the PIM
  - C.4.2.7** Access to all electronic trip-sheet data shall be made available via the BOMIS accessible by authorized District users. Specified District administrators shall have administrative rights to provide access and distribute trip information to other District agencies as deemed necessary.
  - C.4.2.8** Taxicab location data shall also be input to a trip map allowing the passenger to track the journey through the District of Columbia and the surrounding metropolitan areas including Maryland and Virginia. The trip map shall show routes to/from major transportation hubs (e.g., Reagan National Airport, Baltimore Washington International Airport, Dulles International Airport, etc.). Geospatial location data shall be captured and integrated with an electronic trip-sheet database file. Automated collection and dissemination of trip-sheet data is a primary goal and an important benefit for the District and the industry.
  - C.4.2.9** Currently there are three (3) DCTC approved taxi meter companies. It is highly desirable for the Offeror solution to integrate with the currently installed taximeters. If the Contractor proposes a new meter, it must be fully compliant with all District fare rules.

- C.4.2.10** The TSMS shall print all relevant trip information to the taxi receipt. The system should provide flexibility to print the taxi receipt from the rear of the cab through the PIM. The taxi receipt, at a minimum, shall include the following trip information:
- C.4.2.10.1** The date
  - C.4.2.10.2** The time and mileage of each trip
  - C.4.2.10.3** Trip number
  - C.4.2.10.4** Taxicab number
  - C.4.2.10.5** Driver number
  - C.4.2.10.6** Itemized fare: tolls, surcharges, and tip amount (credit/debit only)
  - C.4.2.10.7** Number of passengers
- C.4.2.11** The proposed solution shall be able to process split fee fare transactions for programs that subsidize portions of the fare and require a rider to pay a flat fare or smaller percentage of the entire fare. The proposed solution shall be able to authenticate passengers as participants in the program and present the fare owed by the passenger.
- C.4.2.12** Recording the electronic trip-sheet data shall be straightforward and require minimal manual input and interaction from the driver. The Offeror's solution shall take into consideration the environment in which a taxicab driver works.
- C.4.2.13** The District, cab owners, operators and/or leasing agents shall have access to vehicle-level electronic trip-sheet data which shall be available from each vehicle at the end of each shift to both the DCTC and to the cab owner, driver, or leasing agent of the vehicle. This data shall be stored in a secure environment and made available on-line and in near real-time.
- C.4.2.14** Electronic trip-sheet data must be archived and available and in an archived format for a minimum of three (3) years. To provide a simple common technology interface within the industry, the trip data sheet shall be exportable into standard file formats and be printable on standard-sized paper.

### **C.4.3 Driver Information Monitor (DIM) with Text Messaging**

- C.4.3.1** The TSMS must include a Driver Information Module (DIM) with the ability to send and receive messages in text format. The implementation of text messaging technology shall positively impact District taxi operations in the following ways:
- C.4.3.1.1** First, the District shall be able to communicate with taxis in the event of an emergency.

- C.4.3.1.2** Second, the District shall be able to streamline the process for lost property claims by communicating requests to locate lost property directly to operators.
- C.4.3.2** To improve communication with drivers, the TSMS shall provide the capability for the District to send short alphanumeric messages through the Back Office Management Information System (BOMIS) to taxicabs and receive pre-programmed responses from drivers. Where responses are required, Drivers would transmit responses by selecting a pre-set response through a single button on the DIM. Messages may include traffic warning (e.g., Attention: Street is closed at 17th and K NW due to water main break), alerts of significant fare opportunities (e.g., Attention: The Washington Nationals ended the game early) and notifications that a passenger left personal property in a specific vehicle, and weather / safety warnings. Drivers shall be warned not to send or review text messages while the cab is in motion.
- C.4.3.3** Navigational capabilities in the DIM shall increase driver / passenger relations by providing route guidance and preventing drivers from getting lost or following routes that are blocked or congested by heavy traffic.
- C.4.3.4** The TSMS shall provide a DIM that is operated through a touch-screen or straight-forward button interface. It is preferable that the DIM does not include keyboard interface that would be difficult to operate in the vehicle.
- C.4.3.5** The TSMS shall enable directed (to individual taxicabs) and global (to all taxicabs) alphanumeric text messaging from the Back Office Management Information System. Messages can be informational (one-directional) or require drivers to respond. The BOMIS shall provide the ability to send and receive response-oriented messages with corresponding "Yes / No" or custom response choices. The DIM shall enable responses by allowing drivers to cycle through and select response choices through a single button on the DIM screen or hardware interface. Drivers shall only be able to respond to messages when the vehicle is stationary. All messages, dates and times of distribution, and driver responses shall be stored in the BOMIS and archived for three (3) years.
- C.4.3.6** The DIM must contain a Panic Button that allows the driver to send a distress signal to the DCTC to be passed to law enforcement officials with the current location of the vehicle.
- C.4.3.7** The DIM and BOMIS together shall provide capabilities to facilitate the location and retrieval of lost property. The District receives hundreds of lost property calls each month. Four variables: taxicab

number, location, time, and date are critical in successfully retrieving misplaced items. These cases typically fall into one of two categories:

- C.4.3.7.1** The passenger knows the taxicab number and/or trip number (available on the taxi receipt). With this information, customer service representatives using the BOMIS shall be able to send text messages through the DIM to the taxicab / driver requesting them to locate the lost property being sought.
- C.4.3.7.2** The passenger does not know the taxicab or trip number, but knows the date, time and location where the property was lost (i.e. drop-off location). With this information, customer service representatives using the BOMIS and DIM AVL capabilities shall be able to send text messages through the DIM to all taxicabs/drivers that were servicing passengers in the area where the property was lost at the time of the loss.
- C.4.3.8** The TSMS shall include capabilities to instruct drivers of fare opportunities. Near term, the TSMS shall allow the DCTC to send global text messages to DIMs informing taxicabs to deploy to areas of the District where there is an unusual demand for service. In the future, similar text messaging capabilities through the DIM may be used to support dispatch functions.
- C.4.3.9** The BOMIS shall allow for the distribution of emergency transportation text messages that enable the District to communicate with taxicabs through the DIM when a citywide emergency (e.g., blackout, major water main break, transit strike, etc.) occurs. It would also permit the District to communicate instructions to taxi drivers who could assist with execution of citywide contingency plans.
- C.4.3.10** All District messages that are categorized as emergencies shall appear on the DIM immediately and identified as an emergency.
- C.4.3.11** The DIM screen shall be durable and build to operate in a harsh mobile operating environment and include vandal and theft-proof features. It shall be able to withstand minor collisions.
- C.4.3.12** The DIM shall be designed in a way to withstand continuous operation and be weather and spill resistant.
- C.4.3.13** The DIM and associated equipment shall not have any exposed wiring that may endanger drivers. Design concepts, presentation, and quality shall be weighted heavily in selecting the appropriate offeror.
- C.4.3.14** The DIM should enable the capability to calibrate meters remotely.

#### **C.4.4 Credit/Debit Card Acceptance**

Credit and Debit cards are widely accepted for service payments in the United States. With over 750 million Visa, MasterCard, American Express and Discover credit cards in circulation, most retail consumer payments are being made by credit card or debit cards (including both PIN and PIN-less transactions). Debit cards, including signature debit cards, have seen a more rapid increase in recent years. Signature debit transactions account for about 63% of all debit point of sale (POS) transactions. Credit/debit cards are now widely used in the grocery industry and are expanding in use in the Quick Pay industry. Some popular Quick Pay participants are fast food restaurants and gas stations. Consumers now expect to use plastic as a convenient way to pay for day-to-day expenses. The District has recognized the value to consumers of credit/debit card acceptance in taxicabs and TSMS must provide the ability to accept all major credit/debit cards.

- C.4.4.1** The TSMS must be enabled to accept fare payments from all major credit/debit cards. For the purposes of this RFP, “all major credit/debit cards” is defined as Visa, MasterCard, American Express, and Discover cards including the EMV and NFC Standard payment cards. It is highly encouraged that the proposed systems also accept Japan Credit Bureau (JCB) cards and Diner’s Club cards so that consumers are given the maximum options for payment.
- C.4.4.2** Security and confidentiality of credit/debit card information must be maintained throughout the TSMS. The TSMS must be fully Payment Card Industry (PCI) compliant as it is important for passengers and drivers to be able to quickly, simply, and with assurance complete a secure transaction.
- C.4.4.3** Passengers must be able to process credit/debit card transactions from the rear of the taxicab using the PIM. Drivers must also have the ability to reset transactions and assist passengers with payments from the front of the taxicab through the DIM.
- C.4.4.4** The TSMS shall settle credit / debit transactions with drivers / companies that choose to maintain their own Merchant of Record (MOR) accounts and must provide reports that include: shift change reconciliation, daily reconciliation, transaction details, and historical views of payments. Access to these reports shall be secure, simple, and in keeping with technology knowledge levels in the industry.
- C.4.4.5** The offeror shall be required to serve as the Merchant of Record for taxicab drivers who elect. The offeror will be required to make funds available to drivers within 24 hours without charging any convenience, transaction or other fees. Timely settlement is a key interest of the taxi

industry and preference shall be given to the offeror who guarantees payment of credit card funds to drivers in the shortest amount of time.

- C.4.4.6** The District plans to implement a per ride surcharge as part of a pending Taxicab Fare Adjustment. As described in C.3.7.5 Financial Management and Support, the offeror will be responsible for collecting and remitting per ride surcharge fees to the District. As part of its credit card payment processes, the offeror may elect to net the per ride surcharge from the amount it pays drivers for credit card transactions.
- C.4.4.7** The TSMS shall identify each card transaction by transaction number, trip number, date, and time and shall include the total fare including tolls and surcharges. An end of shift report detailing card transactions successfully processed through the system shall be available to the driver. Offeror shall provide detail on the process for handling credit card and debit payments, including the time periods for each step.
- C.4.4.8** Offeror shall describe how they may be able to support optional payment methods such as SmarTrip® cards or hotel accounts.

#### **C.4.5 Passenger Information Monitor (PIM)**

- C.4.5.1** The passenger information monitor (PIM) is an audio-visual device, similar to a computer screen that shall display content and other information to passengers.
- C.4.5.2** The TSMS's PIM shall be installed in the rear passenger area of the taxicab and be easily viewable and accessible to all rear passengers. Position and function of the PIM must be compliant with Section 508 of the Rehabilitation Act 1973, as amended in 2002. The PIM shall be simple to use and shall include option to choose from multiple languages, and shall include large, easily legible fonts, keys and equipment markings.
- C.4.5.3** The PIM shall be the interactive device used to complete all fare transactions. At the end of each fare, the PIM shall display the total fare (itemizing fare, tolls and surcharges) and include an option to pay with a credit/debit card or with cash. For credit/debit card payments the PIM shall include a contact and contact-less reader with the ability to add a tip to the electronic payment. The electronic payments must be processed securely and according to the highest PCI standards (see Section C.4.4). For cash payments, the PIM shall display the itemized charges (excluding tip) and allow the passenger to confirm and complete the cash transaction.
- C.4.5.4** The PIM shall provide the primary mechanism to supply passengers with information and content. The TSMS offeror shall be responsible for rendering all PIM programming to the PIM. Programming content

may include: news, announcements, advertisements, taxi rules and regulations, fare information, public service announcements (PSA), television and movie clips, interactive maps, etc.

- C.4.5.5** The PIM must display the driver's name, photo and hack license number.
- C.4.5.6** The PIM must contain a Panic Button that allows the passenger to send a distress signal to the DCTC to be passed to law enforcement officials with the current location of the vehicle.
- C.4.5.7** The District expects that the PIM shall provide revenue generating opportunities for the TSMS offeror, the District and operators. The offeror operating model shall demonstrate how commercial advertising and commercial sponsorships will share programming real estate on the PIM with other required features and non-commercial informational content (e.g. interactive map, PSAs, taxi fare and regulations, etc.). The offeror's revenue model shall also demonstrate how advertising revenues could optionally be distributed to the District.
- C.4.5.8** The PIM shall provide an interactive route map, driven by on-board AVL capabilities, where the current start point (meter engaged), ongoing route, and end point (meter disengaged) is clearly indicated to the passenger. The passenger shall be able to follow a real-time visual representation of their ride. This map, however, is not intended to provide routing or turn by turn directions to the driver or passenger, nor is it to be used as an indicator of miles traveled.
- C.4.5.9** Passengers must have the ability to dim or turn off the PIM during their ride after the mandatory PSAs have run. Additionally, passengers shall be able to mute all audio on the PIM after the mandatory PSAs have run.
- C.4.5.10** After a fare is complete, the PIM must automatically return to its default audio and brightness levels. However, when no passengers are present (i.e., no active fare is present) the PIM shall not operate.
- C.4.5.11** The PIM screen shall be a durable touch-screen and build to operate in a harsh mobile operating environment and include vandal and theft-proof features. It shall be able to withstand minor collisions and consist of soft materials to prevent injury to passengers in the event of a collision.
- C.4.5.12** The PIM shall be designed in a way to withstand continuous operation and be weather and spill resistant. The DCTC anticipates that the proper screen size will be a minimum of 10" to a maximum of 15.5"

diagonal measure. Other screen sizes shall be considered, but offeror must consider that the presentation of PIM and its content is a heavily weighted factor in evaluating a proposal.

**C.4.5.13** The PIM and associated equipment shall not have any exposed wiring that may endanger passengers or drivers. Design concepts, presentation, and quality shall be weighted heavily in selecting the appropriate offeror.

**C.4.5.14** At a minimum, the offeror must display the interactive route map and the required District PSAs. The District reserves the right to establish standards for the display of content in the taxicabs and may amend such standards from time to time. The offeror shall review all content prior to installation and agrees that the content shall be limited to commercial advertisements and commercial sponsorships (plus the District PSAs and other District provided content). PIM content must not contain, imply, or declare endorsement by the District, or any other District agency without prior written consent from the District. District reserves the right to require removal of any specific content from PIM.

**C.4.5.15** The offeror will need to specify and justify the ratio of commercial time to DC controlled time on the PIM.

**C.4.5.16** The TSMS offeror shall not develop, accept, install, nor maintain PIM content that falls within the following categories:

**C.4.5.16.1** Information promoting unlawful or illegal goods, services, or activities

**C.4.5.16.2** Obscene material

**C.4.5.16.3** Material, image, or description, which, if sold or loaned to a minor for monetary consideration with knowledge of its character or content, would give rise to a violation of District of Columbia or Federal Law

**C.4.5.16.4** Information that is libelous or violates Washington DC Civil Rights Law as such provisions may be amended, modified, or supplemented from time to time

**C.4.5.16.5** Images or information that demeans an individual or group of individuals of a particular race, color, religion, national origin, ancestry, gender, age, disability, or sexual orientation

**C.4.5.16.6** Images or information that is so violent, frightening, or otherwise disturbing as to be harmful to minors

- C.4.5.16.7** Image or information of a person, who appears to be a minor, in sexually suggestive dress, pose, or context
- C.4.5.16.8** Images or information that would be deemed by a significant segment of the public to be offensive, improper, or in bad taste
- C.4.5.16.9** Advertisements that propose a commercial transaction where the information contained in it is false, misleading, or deceptive.

#### **C.4.6 Back Office Management Information System**

##### **C.4.6.1 General Requirements**

- C.4.6.1.1** The TSMS BOMIS application must be accessible on-line through standard browsers via a Secure Socket Layer (SSL) secured web-based application.
- C.4.6.1.2** Initially, the BOMIS authentication shall require unique username / password for authorized users.
- C.4.6.1.3** The BOMIS shall have the ability to flexibly interface with other DCTC, District and Taxicab company applications to exchange data.

##### **C.4.6.2 User / Credential Registration**

- C.4.6.2.1** The BOMIS must provide the capability to register drivers with their associated Hack License / Credential information which may be provided by the District.
- C.4.6.2.2** The BOMIS must have the ability to capture and store driver photos for display on the PIM along with Hack license and identity data.
- C.4.6.2.3** The BOMIS shall have the capability to securely set access to various functions of the system for specific people or groups of people.

##### **C.4.6.3 Trip-Sheet Reporting Access**

- C.4.6.3.1** Trip Reporting Data shall be stored securely in a searchable database engine and accessible by authorized District users via the BOMIS. Trip-Sheet data must be available through standard reports and also through an ad

hoc query/reporting engine that provides advanced query, sorting and data export capabilities.

**C.4.6.3.2** The BOMIS will provide District administrators the ability to delegate access to BOMIS Trip-Sheet data/reporting tools and trusted data sets to authorized fleet/cab owners, operators and/or leasing agents.

**C.3.6.3.3** The BOMIS must integrate with the other dispatch systems being operated by the three largest District cab companies (i.e., DDS, TaxiPass, VeriFone) to collect and aggregate trip-sheet data.

**C.3.6.3.4** The BOMIS must maintain a standard trip-sheet reporting interface that will allow periodic trip-sheet reporting from taxicab drivers/companies using other compliant systems.

**C.3.6.3.5** Trip-Sheet data shall be available and archived for a minimum of three (3) years.

**C.3.6.3.6** The BOMIS shall indicate locations of all taxicabs in operation real time via the BOMIS mapping and Geographic Information System. By selecting a taxicab on the map, additional driver, license and other information will be displayed.

**C.3.6.3.7** Street view mapping is required and BOMIS users must have tools to enable them to zoom out to view the entire city or zoom in to view full screen street only views.

**C.3.6.3.8** BOMIS map must display MPD police district and ward designations.

**C.3.6.3.9** The BOMIS map must display on PCs operated by DCTC administrators and on a large flat video wall in the DCTC Control Room

**C.3.6.4** Text message distribution

**C.3.6.4.1** The BOMIS shall include an interface to facilitate broadcast text messages (both pre-defined and ad-hoc) to individual taxicabs or sets of taxicabs especially to a group of taxicabs on duty during a particular shift.

**C.3.6.4.2** The BOMIS must have the ability to send geographically directed messages to taxicabs that are currently in, or were previously in, a specific geographic area of the

Washington metropolitan area. The BOMIS shall have an interface to send geographically directed messages to entire zip codes, wards or by interactively selecting a specific area on the mapping interface on an ad-hoc fashion.

**C.3.6.4.3** The BOMIS must support both informational text messages (one-directional) and response-oriented text messages with corresponding “Yes/No” or custom response choices which can be easily programmed using BOMIS and pushed to the DIM and/or PIM.

**C.3.6.4.4** The BOMIS must be able to send text messages to dispatch systems owned and operated by the larger District taxicab companies. It will be the responsibility of the companies to further distribute messages to their drivers.

**C.3.6.4.5** The BOMIS must be able to process emergency Panic Button messages originating from drivers or passengers in a taxicab. Alerting taxicabs must be flagged on the BOMIS command map and alerts must be distinguishable by driver / passenger.

**C.3.6.4.6** The BOMIS must maintain a standard text messaging interface that will allow the distribution of text messages to taxicab drivers / companies using other compliant systems.

**C.3.6.4.7** Text messages and responses must be stored for a minimum of three (3) years in the BOMIS and available for search, sort and analysis.

#### **C.3.6.5** PIM programming

**C.3.6.5.1** The BOMIS shall provide an interface allowing the District to remotely update PIM taxi fares and regulatory information and PSA programming in real-time and in batch.

**C.3.6.5.2** The BOMIS shall retain copies of archived PIM audio, video and streaming messages for reference and search capabilities.

### **C.3.7 Operations & Support Requirements**

#### **C.3.7.1 Installation**

**C.3.7.1.1** The offeror shall provide and install the approved TSMS solution into all District Taxicabs using local District of Columbia-based garages that are District of Columbia Authorized Taxi Meter Installation Businesses. Offerors must work with DCTC to authorize additional installation teams if required to meet the deployment schedule. The TSMS offeror shall inspect and deliver to the District a quality finished product and installation plus guarantee all workmanship.

**C.3.7.1.2** The offeror shall provide ongoing hardware support using local District of Columbia-based garages to keep the District's TSMS solution operational on an ongoing basis.

**C.3.7.1.3** The offeror shall provide and install the BOMIS components of the TSMS solution in DCTC's approximately 10' x 12' Control Center on up to 4 Personal Computers. The offeror shall also install a large flat video wall to cover the back wall of the DCTC Control Center. The video wall solution must include accompanying hardware/software that manages the display of the BOMIS map and other key BOMIS information on the entire video wall with flexibility to selectively display BOMIS information on portions of the video wall.

#### **C.3.7.2 Training**

**C.3.7.2.1** Offeror's shall develop training materials and conduct training for all aspects of the TSMS Solution, including In Cab and BOMIS components. Training must be provided including but not limited to taxicab drivers and DCTC administrative users.

#### **C.3.7.3 Maintenance**

**C.3.7.3.1** The offeror shall fully maintain all hardware, software and other equipment related to the overall TSMS solution. Offeror's will be responsible for replacing hardware / equipment that malfunctions, is vandalized, reaches end-of-life, etc. Offeror's will also be responsible for maintain all software including but not

limited to upgrades and security patches. Offeror's shall operate a Maintenance and Trouble Reporting operation with a single point of contact for end-to-end maintenance of the TSMS located in the District of Columbia using local garages.

- C.3.7.3.2** The offeror shall provide daily maintenance reports to the District for all taxicab maintenance activities. The report shall include total out of service time for the TSMS in any vehicle. This shall be calculated from the initial report of the problem and itemize the time it takes to get the taxicab into a garage for repair, and the duration of the repairs only when the TSMS is available for use. Reports shall flag recurring TSMS outages for the same taxicab.

#### **C.3.7.4 Help Desk**

- C.3.7.4.1** The offeror shall provide a 24x7 Help Desk for the TSMS, BOMIS and other components of the offeror's offering.

- C.3.7.4.2** The offeror shall develop and provide metrics for Help Desk and Mean Time to Recovery (MTTR) measurements by type of trouble call.

- C.3.7.4.3** The offeror shall provide a detailed plan that outlines the proposed service offering and on-going support services for the entire contract term. Descriptions of help desk capability for every service area (e.g., credit/debit card processing, text messaging, PIM outages, etc.) shall be fully outlined in the response.

- C.3.7.4.4** The offeror shall describe in detail the Service Level Agreement (SLA) for response and escalation for each type of issue / problem.

#### **C.3.7.5 Financial Management and Support**

- C.3.7.5.1** The offeror shall provide a financial settlement and payment operation to settle credit card transactions and make payments to drivers within 24 hours. If required, the offeror shall set up sufficient cashier locations in the District of Columbia.

- C.3.7.5.2** The District plans to implement a per ride surcharge as part of a pending Taxicab Fare Adjustment. The offeror

must develop a system and procedures to collect these per ride surcharges from credit card and cash payments and remit the surcharge to the District at least weekly.

#### **C.3.7.6 Advertisement Management**

**C.3.7.6.1** The offeror shall manage all programming, pricing, sales and other operations related to securing advertisers and placing advertisements to run on the PIM in each taxicab.

#### **C.3.8 Technical Requirements**

**C.3.8.1** The offeror shall provide a resilient, secure and redundant technical architecture for the proposed TSMS solution which includes all hardware, software, network and related system components.

**C.3.8.2** The offeror shall describe the overall network design for the TSMS in-cab solution as well as the wireless network design that covers the Washington metropolitan area including Maryland and Virginia, along with the overall availability rate of the system as a whole. The offeror shall provide a network diagram that demonstrates the availability of the proposed wireless services, how the availability is calculated, and how ubiquitous coverage is achieved across the Washington metropolitan area, including Maryland and Virginia.

**C.3.8.3** Solution shall be expandable to leverage the included wireless network connectivity for other purposes in the future. (e.g., wireless connectivity should be able to be used by other devices, such as air quality sensors, to transmit data collected by those devices, if appropriately agreed upon.

**C.3.8.4** The offeror shall provide a secure end-to-end solution for the TSMS and BOMIS to handle credit card and PII data. The offeror shall provide a plan to secure the solution. A complete Privacy Impact Assessment of the entire solution and its ability to protect PII Data shall be included. The offeror will perform a Security Analysis of the entire system, end-to-end and provide a detailed report, along with mitigation plan, before each deployments.

**C.3.8.5** The offeror shall provide a detailed Disaster Recovery and Business Continuity Plan, with types of backups, parallel sites, overlapping sites, etc, to cover most scenarios, if not all, for all components of the solution.

#### **C.4 Supervision & Coordination**

The selected Offeror will be required to properly supervise and coordinate its work. At a minimum, it is envisioned that the Offeror will be required to undertake the following tasks:

- Participate and assist in Project/Planning meetings;
- Participate in public meetings, hearings, and other activities to support the implementation of the TSMS plan and communicate with the taxicab industry and the public on implementation issues;
- Conduct periodic progress meetings following a Offeror generated agenda with the Program Manager; and
- Provide assistance to the Department through any applicable warranty periods

#### **C.5 Key Personnel**

The Offeror's personnel should have the necessary experience and licenses to perform the required work. Toward that end, Offerors should include within the proposal a description of the staff available to perform this work and their qualifications. Key personnel shall include, at a minimum, the following individuals and indicate their relationship to the offeror (e.g., employee, subcontractor organization, etc.):

- Principal Executive in Charge
- Program Manager
- Technical Lead
- Technical Installation Lead
- Training Lead
- Maintenance Lead
- Help Desk Lead
- Financial Management Lead
- Advertisement Management Lead

**SECTION D: PACKAGING AND MARKING**

**D.1 NOT APPLICABLE**

**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

## **SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of five (5) years from date of award specified on the cover page of this contract.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of three (3) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the Section B of the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed eight (8) year.

### **F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

**F.3.1** Contractor shall submit reports as required in accordance with Section F.

**F.3.2** Failure to submit deliverables will result in Contractor being out of compliance with the terms of the Contract and may result in sanctions and liquidated damages for this non-compliance as described in Section G.

**F.3.3** Contractor shall ensure that any reports that contain information about individuals which are protected by privacy and security laws shall be prominently marked as "Confidential" and submitted to **OCTO or DCTC** in a fashion that ensures that unauthorized individuals do not have access to the information. The Contractor shall not make such reports public.

**F.4 SUBMISSION AND ACCEPTANCE OF DELIVERABLES****F.4.1 Submission of Deliverables**

**F.4.1.1** The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9

**F.4.1.2** Contractor shall prominently label all reports with Contractor's name and business address, along with the Contract Number, on the cover of the report.

**F.4.1.3** If any documents contain confidential information, the outer and inner contents of the package shall be prominently labeled "Confidential."

**F.4.2 Due Dates**

Contractor shall perform the tasks and produce the required reports by the due dates as decided in the project plan / schedule.

**F.5** The due dates refer to Award date and Close date – dates when contract has been awarded and closed, correspondingly.

No.:	Deliverable	Description	Quantity & Format of Delivery	Due Date	To Whom
<b>No.: 001 – Planning Tasks Requirements</b>					
001A	Project Schedule and Resource Plan	Contractor shall provide a Project Schedule and Resource Plan that details: <ul style="list-style-type: none"> <li>a. Project objectives and detailed scope statement</li> <li>b. Project schedule Gantt Chart which includes Staged implementation</li> <li>c. Project organization and Staffing plan with roles and responsibilities</li> <li>d. Resource leveled project plan (schedule)</li> </ul>	Three (3) Hard Copies  One (1) Soft Copy Sent via Email	Award + 2 weeks	CA
001B	Project Management Plans	Contractor shall provide: <ul style="list-style-type: none"> <li>a. Project Management Plan</li> <li>b. Risk management plan and Risk register with mitigation</li> <li>e. Stakeholder management plan</li> </ul>	Three (3) Hard Copies  One (1) Soft Copy Sent via Email	Award + 2 weeks	CA

		<ul style="list-style-type: none"> <li>f. Quality assurance (testing) plan</li> <li>g. Procurement / sub-contracting plan</li> <li>c. Disaster Recovery and Business Continuity plan</li> <li>d. Workspace and facilities plan</li> <li>e. Communications plan</li> <li>f. Training plan</li> </ul>			
001C	Periodic Written Status Report	Contractor shall submit weekly written reports of the status, progress, forecasts, deliverables risk register updates, etc, as described during project planning	<p>Three (3) Hard Copies</p> <p>One (1) Soft Copy Sent via Email</p>	Award + 2 weeks and weekly thereafter	CA
001D	Requirements Analysis Document	<p>Contractor shall provide:</p> <ul style="list-style-type: none"> <li>a. Requirements analysis documentation</li> <li>b. Requirements traceability matrix</li> </ul>	<p>Three (3) Hard Copies</p> <p>One (1) Soft Copy Sent via Email</p>	Per Approved Project Schedule	CA
<b>No.: 002 – Design Tasks Requirements</b>					
002A	Design Document	<p>The Contractor shall provide a design document that includes at a minimum:</p> <ul style="list-style-type: none"> <li>a. Network design with redundancy and load balancing</li> <li>b. Data repository, Data Flow Diagrams, System Flow Diagrams</li> <li>c. Data editing rules</li> <li>d. Interface designs (network and BOMIS)</li> <li>e. Secured storage of PII</li> <li>f. Back Office Management Information System (BOMIS)</li> <li>g. Systems Tables</li> <li>h. Systems Architecture</li> <li>i. User grouping and access control and management</li> <li>j. Framework for integration of BOMIS with</li> </ul>	<p>Three (3) Hard Copies</p> <p>One (1) Soft Copy Sent via Email</p>	Per Approved Project Schedule	CA

		other systems			
002B	Hardware and Software Acquisition Plans	Contractor shall manage acquisition of hardware and software for the District	Three (3) Hard Copies  One (1) Soft Copy Sent via Email	Per Approved Project Schedule	CA
002C	Hardware and Software Upgrade Plans	Contractor shall provide and manage plans for expected hardware and software upgrades and implement all upgrades for the District	Three (3) Hard Copies  One (1) Soft Copy Sent via Email	Per Approved Project Schedule	CA
002D	Hardware and Software Acquisition and Upgrade Report	Contractor shall submit hardware and software acquisition and upgrade reports as they occur according to the upgrade plans	Three (3) Hard Copies  One (1) Soft Copy Sent via Email	Per Approved Project Schedule	CA
<b>No.: 003 – Support and Help Desk Requirements</b>					
003A	End-to-End Maintenance Support Plan	Contractor shall provide a plan with details as to how the entire system will be supported end-to-end for the entire contract period, including but not limited to equipment, network and software support, maintenance, replacement and repair	Three (3) Hard Copies  One (1) Soft Copy Sent via Email	Per Approved Project Schedule	CA
003B	Help Desk Facilities, Software / System and Manuals	Contractor shall provide a fully operational Help Desk that shall include facilities, software / system and web-based manuals with detailed processes and procedures that will address policy, operational, and technical issues and clarifications.	Three (3) Hard Copies  One (1) Soft Copy Sent via Email	Per Approved Project Schedule	CA
003C	Financial Management Help Desk Facilities, Software / System and Manuals	Contractor shall provide a fully operational Financial Management and Support capability that shall include facilities, software / system and web-based manuals with detailed processes and procedures to address all policy, operational, and	Three (3) Hard Copies  One (1) Soft Copy Sent via Email	Per Approved Project Schedule	CA

		technical details of the Financial Management function.			
003D	Advertisement Management System and Manuals	Contractor shall provide a fully operational Advertisement Management capability that shall include detailed processes and procedures to address all policy, operational, and technical details of Advertisement Management.	Three (3) Hard Copies  One (1) Soft Copy Sent via Email	Per Approved Project Schedule	CA
004A	Successful Unit, Integration, System and Security Testing documentation	Contractor shall perform Unit, Integration, System, End-to-End and Security Tests and provide detailed reports for each test.	Three (3) Hard Copies  One (1) Soft Copy Sent via Email	Per Approved Project Schedule	CA
004B	Training Materials & Plan	Contractor shall submit schedule and plan for providing all training and training materials / documentation,	Three (3) Hard Copies  One (1) Soft Copy Sent via Email	Per Approved Project Schedule	CA
004C	Operations Documentation	Contractor shall provide operations documentation for hardware, software, software upgrades, database, and application and network infrastructure	Three (3) Hard Copies  One (1) Soft Copy Sent via Email	Per Approved Project Schedule	CA
<b>No.: 005 – User Manual Requirements</b>					
005A	User Manual	Contractor shall submit a user manual and deliver online help features. This manual must be approved by DCTC, OCTO and the COTR.	Three (3) Hard Copies  One (1) Soft Copy Sent via Email	Per Approved Project Schedule	CA
<b>No.: 006 – Development and Testing Tasks Requirements</b>					
006A	Solution Integration	Contractor shall develop and integrate all hardware, software, network and other system components of the integrated TSMS solution	Integrated Solution	Per Approved Project Schedule	CA
006B	Integration, System and Security Test	Contractor shall provide detailed Integration, System and Security test plans, scripts	Three (3) Hard Copies	Per Approved Project Schedule	CA

	Plans and Results	and results for each integration and entire system	One (1) Soft Copy Sent via Email		
006C	Acceptance Testing	Contractor shall perform a comprehensive acceptance test to evaluate the solution performance and to ensure the integrated TSMS solution performs according to the documented requirements.	Three (3) Hard Copies  One (1) Soft Copy Sent via Email	Award + 26 weeks	CA
<b>No.: 007 Implementation and Rollout</b>					
007A	Operational Readiness Documentation	Contractor shall provide full user and system Operational Readiness documentation which provides technical, functional, operational and policy documentation for all phases staged implementation and should demonstrate: <ul style="list-style-type: none"> <li>a. System performs as required</li> <li>b. Policy and operational parameters are in place and clear to participants</li> <li>c. Interfaces operate as per requirements and plans</li> <li>d. All interfaces are secure and working</li> <li>e. Horizontal and vertical scalability of system exists</li> </ul>	Three (3) Hard Copies  One (1) Soft Copy Sent via Email	Per Approved Project Schedule	CA
007B	BOMIS Deployment	Contractor shall fully deploy the BOMIS solution within the DCTC Control Center with full connectivity to the in-cab TSMS system components.	Fully Deployed BOMIS	Per Approved Project Schedule	CA
007C	Deployment	Contractor shall deploy the integrated in-cab TSMS solution in all taxicabs.	Deployed TSMS Solution in 50 Taxicabs	Per Approved Project Schedule	CA

**F.6** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

### **G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

**Name:** District of Columbia Taxicab Commission  
Attn: Ms. Shawn B. Laster  
**Address:** 2041 Martin Luther King Jr. Ave. SE, Suite 204  
Washington, DC 20020  
**Telephone:** 202-645-6018

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

**G.2.2.8** Authorized signature.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 PAYMENT**

**G.4.1** The District will make payments to the Offeror, upon the submission of proper invoices, at the prices stipulated in the contract, for supplies and equipment delivered and accepted, for services performed and accepted, less any discounts, allowances or adjustments provided for in the contract.

**G.4.2.** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

**G.4.3.** The Contractor shall submit the proper invoices. The invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contract Administrator (CA) specified in paragraph G.9. The address of the CFO is:

**Name:** District of Columbia Taxicab Commission  
Attn: Ms. Shawn B. Laster  
**Address:** 2041 Martin Luther King Jr. Ave. SE, Suite 204  
Washington, DC 20020  
**Telephone:** 202-645-6018  
**Attn:** Accounts Payable

**G.4.4** To constitute a proper invoice, the Contractor shall submit the following information:

**G.4.4.1** Contractor's name and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);

**G.4.4.2** Contract number and Encumbrance Code. Assignment of an invoice number by the contractor is also recommended;

**G.4.4.3** Description, price, quantity, dates and the percent (%) of work actually performed;

**G.4.4.4** Other supporting documentation or information, as required by the Contracting Officer

**G.4.4.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

**G.4.4.6** Name, title, phone number of person preparing the invoice;

**G.4.4.7** Name, title, phone number and mailing address of person; and

**G.4.4.8** Authorized signature.

## **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee).”

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

## **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
- b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
- c) the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

## **G.6.3 Subcontract requirements**

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

## **G.7 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Derrick White  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street NW, Suite 700  
Washington, DC 20001  
(202) 727-0252  
[Derrick.white@dc.gov](mailto:Derrick.white@dc.gov)

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.8.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACT ADMINSTRATOR (CA)**

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The address and telephone number of the CA is:

Anna Ramachandran  
Project Manager  
Office of the Chief Technology Officer  
Government of the District of Columbia  
1100 15<sup>th</sup> Street, NW, 9<sup>th</sup> Floor  
Washington, DC. 20005  
(202) 727-5623  
anna.ramachandran@dc.gov

**G.9.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

**G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision 11, dated June 13, 2011, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility

in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records

to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

## **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - (a) Name;
  - (b) Social security number;
  - (c) Job title;
  - (d) Hire date;
  - (e) Residence; and
  - (f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

**H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

**H.8 WAY TO WORK AMENDMENT ACT OF 2006**

**H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**H.8.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **H.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by

subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

- H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

**H.9.2** **Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

- H.9.2.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

**H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.9.3.1 The dollar amount of the contract or procurement;
- H.9.3.2 A brief description of the goods procured or the services contracted for;
- H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.9.4 Subcontractor Standards**

H.9.4.1A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

**H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan**

- H.9.5.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.5.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required

monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.9.5.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RIGHTS IN DATA**

**I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or

instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_ with (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract,

and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

## **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **I.8 INSURANCE**

- A. GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be

performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Derrick White  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street NW, Suite 700  
Washington, DC 20001  
(202) 727-0252  
Derrick.white@dc.gov

- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

**I.10 ORDER OF PRECEDENCE**

The contract awarded as a result of this RFP will contain the following clause:

**ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

**I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

**I.12 GOVERNING LAW**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

**I.13 PERFORMANCE BOND:**

The penal sum of the performance bond shall be in an amount of not less than twenty five percent (25%) of the total amount of the contract price. When the contract price is increased, the performance bond shall be equal to 25% of the increase in the contract price. Please refer to Attachment J.10.

**SECTION J: ATTACHMENTS**

The following list of attachments is incorporated into the solicitation.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007)
<b>J.2</b>	U.S. Department of Labor Wage Determination No.: 2005-2103, Revision 11, dated June 13, 2011
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
<b>J.4</b>	Department of Employment Services First Source Employment Agreement
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Bidder/Offeror Certifications
<b>J.9</b>	Sub-Contracting Plan
<b>J.10</b>	Performance Bond
<b>J.11</b>	Past Performance Evaluation Form

DCPO-2012-R-0342

Development, Installation and Operation of Taxicab Smart Meter System (TSMS)

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER  
STATEMENTS OF OFFERORS**

Bidder/Offeror Certification Form

available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on "Solicitation Attachments"

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to award single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 Initial Offers**

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

### **L.2 PROPOSAL ORGANIZATION AND CONTENT**

#### **L.2.1 Volume I - Technical Proposal Content Instructions.**

The offeror's Technical Proposal that addresses technical, functional, operational and cost aspects of the TSMS solution shall be organized and presented in the following clearly marked separate sections:

##### **L.2.1.1 Technical Capability**

The information contained in this Section shall facilitate the evaluation of the offeror's technical solution and capabilities. The offeror shall provide at a minimum the information described below.

**L.2.1.1.1 Technical Narratives:** The offeror shall provide the following narratives:

**L.2.1.1.1.1** Describe offeror's proposed solution to develop, deploy, operate and maintain the Taxicab Smart Meter System.

##### **Authentication:**

**L.2.1.1.1.2** Fully detail offeror's authentication solution and describe how offeror shall build out the TSMS to strongly authenticate users according to the requirements specific in section C.4.1.

**L.2.1.1.1.3** Describe the proposed integrated in-taxi solution which includes the smart meter, DIM and PIM and how the offeror proposes to secure and harden the in-taxi solution that is enabled by strong authentication of a PIN and optional Taxicab license with a barcode. How shall data be encrypted, what type of logging shall occur, and how shall auditing be performed?

**L.2.1.1.1.4** Demonstrate how the proposed solution shall protect personally identifiable information (PII) that may be captured in components of the in-taxi equipment and BOMIS. What ability will the solution provide the District to audit the protection of PII?

**Electronic Trip-Sheet Data Collection:**

**L.2.1.1.1.5** Describe how the proposed solution shall meet the requirement detailed in Section C.4.2 and how the collected data meets the rules and regulations for the DC Taxicab Commission specified in District of Columbia Municipal Regulations Title 31, Chapter 8 Operations of Taxicabs, Section 823 Manifest Record. Also describe how negotiated or non-standard fares shall be recorded.

**L.2.1.1.1.6** Describe where the receipt printer shall be located and explain why it is located there. Describe all options for location of the receipt printer.

**Driver Information Monitor (DIM) with Text Messaging:**

**L.2.1.1.1.7** Describe the hardware, software and construction of the proposed DIM solution. Include a detailed diagram and descriptions of the interface and controls and how they are used to meet the requirements of the TSMS solution. Also describe any future enhancements to the DIM that shall be included in the TSMS.

**L.2.1.1.1.8** Describe the proposed solution's capability to meet all the requirements listed in Section C.4.3.

**L.2.1.1.1.9** Describe how the proposed solution integrates AVL and GPS navigation into the DIM. Describe the navigation capabilities included in the

proposed solution including: turn by turn directions, points of interest, traffic information, and location of restrooms, gas stations, driver relief stands, etc.

**L.2.1.1.1.10** Describe and demonstrate how the proposed DIM solution shall allow emergency messages to supersede other text messages when routing to taxicabs.

**L.2.1.1.1.11** Describe how the proposed DIM solution is designed with safety in mind and that the impact on driver or passenger safety is minimized. Describe any known concerns to implementing text messaging in taxicabs.

**Credit/Debit Card Acceptance:**

**L.2.1.1.1.12** Describe the proposed solution's ability to meet the requirements in Section C.4.4 to process (payments and refunds) all major credit/debit cards (e.g., VISA, MasterCard, American Express, Discover, Diner's Club, and JCB cards), EMV and NFC standard payment cards. List any other payment types that the proposed solution can process and describe timing and processes to include any payment types that the proposed solution does not currently accept. Also include details of the DIM and PIM interfaces, controls and instructions for using the DIM and PIM for credit / debit card transactions, and instructions for backing out transactions.

**L.2.1.1.1.13** Describe in detail the proposed solution's process to settle credit/debit transactions and deposit funds to merchant accounts. Describe in detail any differences in the settlement process for VISA, MasterCard, American Express, Discover, Diner's Club, and JCB cards, and EMV standard payment cards.

**L.2.1.1.1.14** Describe the proposed solution's expected mean time to respond to a credit/debit card authorization request measured from the time that a card swipe is completed and provide the expected 95-percentile response time. To improve response

times, describe if the proposed solution supports Visa Merchant Direct Exchange.

- L.2.1.1.1.15** Describe how the proposed solution shall achieve a high level of availability of credit / debit card service which is critical to the success of this program. Provide the proposed recommendation for providing a floor limit authorization in the event of wireless network signal loss or other service failures.
- L.2.1.1.1.16** Describe the proposed solution's entire merchant services process from credit / debit transaction to driver funds distribution. Include how the offeror shall deal with customer repudiations, lost transactions, duplicate transactions, and transaction queries. Describe how the proposed solution shall provide drivers with credit / debit card funds within 24 hours.
- L.2.1.1.1.17** Provide the name of the proposed Merchant Processor and Merchant Bank to provide the payment services. State whether the offeror plans to use a Merchant Service Provider or Independent Sales Organization and, if so, provide their names. Attach the proposed Merchant contract and fees as part of the response.
- L.2.1.1.1.18** Describe how the proposed solution shall process online and offline credit and debit transactions. Provide details of the information flows and any financial intermediaries involved with the transaction.
- L.2.1.1.1.19** Describe how the proposed solution shall inform the driver and passenger of the transaction status (e.g., authorized / declined / in process /complete)
- L.2.1.1.1.20** Describe how the proposed solution envisions processing future payment media including Smart Phone Pay, NFC, SmarTrip®, hotel account and prepaid cards. Demonstrate the proposed solution's flexibility to expand payment capabilities.

**L.2.1.1.1.21** Describe how the proposed solution shall process PIN based debit transactions.

**L.2.1.1.1.22** Describe how the proposed solution would process split fee fare transactions for programs that subsidize portions of the fare and require a rider to pay a flat or smaller percentage of the entire fare. How could the proposed solution authenticate passengers as participants in a particular program?

**L.2.1.1.1.23** Describe how the proposed solution shall waive signatures for credit card transactions below a predetermined limit. Describe how the proposed solution shall capture electronic signatures for fares requiring signatures. State whether or not there shall be a need for pre-authorizations for higher cost fares and, if so, describe that process.

**L.2.1.1.1.24** Explain how charge-backs are processed and describe any associated fees. How does the proposed solution provide safeguards against fraud and abuse? Also, how are requests for copies processed in the proposed solution?

**L.2.1.1.1.25** Describe how the proposed solution shall approach the deployment of the backseat payment infrastructure and how it shall be integrated into a taxicab with existing DIM capabilities from a different provider.

**Passenger Information Monitor:**

**L.2.1.1.1.26** Describe the overall PIM solution and detail how it meets the requirements specified in Section C.4.5.

**L.2.1.1.1.27** Describe the hardware, software and construction of the proposed PIM solution. Provide service handbooks, manufacturer's warranty and engineering specifications. Also include a detailed diagram, descriptions of the interface and controls and how they are used to meet the requirements of the TSMS. Also describe any future enhancements to the PIM that shall be included in the TSMS.

**L.2.1.1.1.28** Describe the length of the typical “looped” or repeating content and state the frequency in which this content repeats. Describe the proposed approach to ensuring that PIM content remains current and relevant and describe how refreshed content shall be pushed to the PIM. Quantify the amount of content that will be provided by DCTC (such as PSAs, etc)

**L.2.1.1.1.29** Describe the proposed solution’s PIM route map capabilities and usage. Describe the storage requirements for the mapping software and map data in the proposal. Explain how street map data is updated and how often the updates occur.

**L.2.1.1.1.30** Describe the offeror approach to and implementation of the proposed PIM infrastructure and its integration with the existing DIM from a different provider.

**Back Office Management Information System:**

**L.2.1.1.1.31** Describe the overall technical architecture of the proposed BOMIS solution. Include descriptions of the presentation, application / tools, database, middleware, network and security layers.

**L.2.1.1.1.32** In detail describe how the proposed solution will meet the requirements in Section C.4.6.

**L.2.1.1.1.33** Describe how District users shall access the BOMIS and how access to specific areas (e.g., Registration, Trip-Sheet Reporting, DIM Text Messaging, PIM Programming, etc.) shall be controlled. Also describe how access to BOMIS Registration, Trip Sheet Reporting and DIM Text Messaging features can be delegated to other District agencies and fleet owners for control over drivers and taxicabs under their responsibility.

**L.2.1.1.1.34** Describe the proposed solution’s standard and ad hoc trip-sheet reporting capabilities – provide examples. Describe the process to implement new standard reports and to export data into standard file formats.

**L.2.1.1.1.35** Describe the frequency with which trip-sheet data is transferred from the taxicab to the BOMIS for reporting.

**L.2.1.1.1.36** Provide an exact and detailed explanation of the proposed AVL technology, accuracy and coverage – including the breadth of geographic coverage across the Washington metropolitan area. Explain how the vehicle location system compensates for momentary signal blockage or distortion.

**L.2.1.1.1.37** Describe how the proposed solution's AVL tracking capability shall allow administrators to view vehicle locations across the District on a digital map. Describe how the proposed solution can be viewed real-time by the District. Also describe the proposed solution's forensic capabilities.

**L.2.1.1.1.38** Describe whether the proposed solution encrypts/decrypts text messages and if there are any other security requirements for the text messaging system.

**Operations & Support Requirements:**

**L.2.1.1.1.39** Describe the overall Operations and Support processes, capabilities and systems that will be delivered to meet the requirements specified in Section C.4.7.

**L.2.1.1.1.40** Describe the comprehensive plan to install, train users and fully support and maintain all components of the TSMS solution including those inside District Taxicabs and related to the BOMIS operating in the DCTC Control Center.

**L.2.1.1.1.41** Describe the proposed Help Desk capabilities, detailing the types of calls the offeror manages, staffing levels, average speed to answer (ASA), expected mean time to resolve a problem, the ninety-percentile time to problem resolution, and any other service level metrics.

**L.2.1.1.1.42** Describe the proposed financial settlement and payment operation that will be established to

settle credit card transactions, pay drivers and remit per rode surcharge payments to the District.

**L.2.1.1.1.43** Describe who shall be the single point of contact for trouble reporting and resolution. Describe the escalation levels and process with SLA in detail for trouble reporting and resolution

**L.2.1.1.1.44** Describe the problem management software tools that the offeror uses to manage help-desk services.

**L.2.1.1.1.45** Provide an overview of the training to be provided to the installation, maintenance, help desk and financial management staff supporting the overall solution. Explain the level of expertise of the staff in diagnosing problems with in-cab equipment, managing network troubles and addressing financial disputes.

**L.2.1.1.1.46** The District believes that as the taxicab fleet implements its technological enhancements, it shall stimulate new advertising market segments. Explain the advertising arrangements the offeror has or plans to have established to manage all programming, pricing, sales and other operations related to providing advertising content to the PIM. Describe any innovative approaches to delivering unique or interactive advertising to the PIM and how these shall affect advertising revenues.

**L.2.1.1.1.47** The offeror shall provide quarterly and annual reports outlining the itemized gross revenue generated by the DCTC taxicabs and specific advertising revenues. Provide examples of these reports.

**Technical Requirements:**

**L.2.1.1.1.48** Describe in detail the high level architecture diagram of the proposed TSMS solution including all in-taxicab, BOMIS and network components. Include any other integrated systems that are part of the proposed overall TSMS solution

**L.2.1.1.1.49** Describe the overall network design for the TSMS in-cab solution.

**L.2.1.1.1.50** Complete a Warranty Table for all components in the Business Proposal. The table shall present warranty periods for each of the major hardware components of the proposed system, as well as Mean Time between Failures (MTBF) and Mean Time to Recovery (MTTR) measurements. The warranty period shall be entered as months. offeror's shall identify if parts are included in the warranty. Similarly, offeror's shall indicate if labor is included in the warranty. The MTBF and MTTR should be expressed in hours. Explain how the MTBF and MTTR number was derived—calculated, measured, or vendor supplied. Also include any explanation of the details of the warranty, as needed.

**L.2.1.1.1.51** Provide a wireless coverage map of the proposed solution's wireless network footprint in the District and surrounding metropolitan area (including all major transportation hubs). Clearly display coverage area within that area where data services of 20Kbps of throughput can be achieved 95% of the time on first attempt. Also provide a coverage map where data services of 100Kbps can be achieved 95% of the time on the first attempt. Data services must support wireless credit card transactions, text messaging, and file transfer capabilities. State whether or not the coverage information has been audited or certified by a third party. Explain how the offeror has validated the coverage area.

**L.2.1.1.1.52** Momentary lapse of wireless connectivity may occur during the course of any given shift. Demonstrate how the proposed solution effectively handles loss of wireless connectivity—specifically as it impacts the transmission of location data and electronic payment processing.

**L.2.1.1.1.53** Define the availability rates of the major components of the system—wireless network, in-cab equipment, hosting centers, and credit card processing centers. Also describe network redundancies, geographic dispersion of infrastructure, and power supply back up for all major components of the proposed system.

**L.2.1.1.1.54** Describe the proposed solution's system backup and recovery procedures for all major systems.

**L.2.1.1.1.55** State the location of the proposed primary and any back-up or redundant hosting facilities. Describe the staffing and/or support available at all facilities.

**L.2.1.1.1.56** Describe how the offeror plans on keeping the TSMS operational 7 x 24 x 52. Describe any scheduled "downtime" of the system and explain the notification process for such downtime.

**L.2.1.1.1.57** Describe how the proposed solution shall enforce system security and privacy of driver and passenger PII and financial data:

- a) Describe how the offeror shall secure the credit/debit card transactions that are transmitted over wireless networks from the cab.
- b) Describe any safeguards against network data interception using listening devices.
- c) Discuss any security / encryption features of the underlying wireless network, including strengths and weaknesses.
- d) Describe in detail the inherent security measures with any wireless component of the system.
- e) Explain any known security risks that are present and how the proposed solution shall aim to eliminate such risks.
- f) State whether the proposed solution implements any software or hardware based security client in the taxicab.
- g) Describe any recommendation for security protection other than SSL and explain why.
- h) Describe if credit / debit card transactions are stored anywhere in the TSMS. If so, list all locations where credit/debit card transactions shall be stored.
- i) State whether or not the backbone network supporting the wireless connection is IP based.
- j) Describe how the offeror shall provide security in the wireless connection and the supporting backbone network. State whether or not the wireless backbone is accessible via the Internet.

- k) Explain how the data transfer between taxicabs and BOMIS and shall be protected from security breaches for any hosted content or hosted database.
- l) Explain the processes for restricting and controlling user access (physical access) of PII as well as Credit Card / Debit data.
- m) Explain the processes for protecting PII and Credit Card / Debit data from unauthorized access via the usage of flash memory devices, personal computing devices, including smart phones, wireless access devices and other such devices.

**L.2.1.1.2** Technical Attachments: The offeror shall provide the following attachments:

**L.2.1.1.2.1** High-level technical diagrams with a description of the proposed TSMS solution to demonstrate the interconnectivity of the components must be provided by the offeror. Both logical and physical (deployment) diagrams must be provided along with data flow diagram. These must clearly identify solution components, technologies and products used to build these components and future expansion path as necessary.

**L.2.1.1.2.2** An overall technical architecture diagram with a description and purpose of each component identified in the diagram including, but not limited to servers, firewalls, routers, switches and security layer(s), network technologies for land lines, Local Area Networks (LANs), Wide Area Networks(WAN), fax, wired and wireless transmission equipment and media (twisted wire, cable, fiber optic, infrared, light, radio, microwave, satellite, Broadband air cards, Wi-Fi, Blue Tooth) and electronic devices such as Personal Computers (PCs), laptops, tablet PCs, DIMs, PIMs, Personal Digital Assistants (PDAs), Smartphone, etc.

**L.2.1.1.2.3** A table that lists software, hardware / equipment and detailed specifications for each item that shall be provided to the District to successfully implement the proposed solution. Offeror's shall also describe the purpose of each item, its

licensing, support, maintenance, upgrade and eventual disposition.

**L.2.1.1.2.4** Optionally, offeror's can arrange to present to the District a working prototype of their solution.

**L.2.1.1.3** Management Reports, Reviews and Approval Process of Deliverables Requirements:

**L.2.1.1.3.1** Offeror's approach to programming and project management shall be described as part of the proposal. This description shall include proposed methods for handling potential problems, including, but not limited to, contingencies and schedule delays, and detailed work plan for the project. Specifically, this description shall address the following:

- a) Describe offeror's approach to programming and project management. This description shall include proposed methods for handling potential problems, including, but not limited to, contingencies and schedule delays, and detailed work plan for the project. Specifically, this description shall address the following:
  - i. Methods for project status reporting, including examples of previous types of reports;
  - ii. Approach to interacting with the District staff, contractors and designated stakeholders;
  - iii. Approach to internal project management structure for technical, operations and policy;
  - iv. Approach to ensuring that the District's requirements are met and incorporated into the deployed TSMS.
  - v. Manpower planning with when, how many and type of resources working on the project and time estimating procedures;
  - vi. Internal quality control monitoring to produce deliverables;

- vii. Sign-off procedures for completion of deliverables and major activities;
- viii. Approach to problem identification, escalation, resolution, assumptions or constraints in developing the work plan; and schedule and plan that addresses all activities required to accomplish the tasks of the RFP.

**L.2.1.1.4 Management Reports, Reviews and Approval Process Attachments:**

**L.2.1.1.4.1** Provide and document the organizational scope, including the project plan, schedule, deliverables, management structure, project participant responsibilities, and decision-making authorities and protocols for the two staged initiative – to include:

- a) Detailed project plan for the TSMS initiative
- b) Status reporting examples
- c) Provide sample problem identification, escalation and resolution matrix;
- d) Sample risk management plan

**L.2.1.1.4.2** Provide a project communications plan.

**L.2.1.1.4.3** Provide a functional organization chart showing:

- a) Offeror's staff to provide or contribute to the services to be provided under the contract, including, at a minimum, all Key Personnel.
- b) The organizational chart shall include the staff member's name, if available, and position; and
- c) The organizational chart shall depict the reporting lines and accountability among the offeror's staff and subcontractors as applicable.

**L.2.1.1.4.4** An organizational chart showing the organization of key functions within the plan.

**L.2.1.1.4.5** Provide a copy of a Quality Assurance Plan for required deliverables.

**L.2.1.1.5** Operations and Services: The offeror shall provide the following narratives with information about the offeror's plans for meeting the Operations and Services Requirements

**L.2.1.1.5.1** Describe the members of the proposed implementation and deployment team and their qualifications.

**L.2.1.1.5.2** Outline the expectations of the offeror's staff and the District to achieve the staged implementation objectives.

**L.2.1.1.5.3** Address the key functions of the program and outline the tasks, timeframes and number of Full-Time Equivalents (FTE) dedicated to the implementation, and the persons or positions (if vacant) responsible for the implementation of the program

**L.2.1.1.5.4** Describe offeror's approach to ensuring that it shall fulfill all the Reporting Requirements described in Section C.5

**L.2.1.1.6** Operations and Services Attachments: The offeror shall provide the following attachments:

**L.2.1.1.6.1** A GANNT chart for the implementation period showing tasks and identifying responsible staff for each task.

**L.2.1.1.6.2** Any proposed procedures related to the reporting requirements defined in Section C.5.

**L.2.1.1.7** Financial Functions: The offeror shall provide the following narratives related to Financial Functions:

**L.2.1.1.7.1** Describe offeror's approach to providing periodic financial statements that shall enable the District to perform an adequate assessment of offeror's financial stability.

**L.2.1.1.8** Financial Functions: The offeror shall provide the following attachments:

**L.2.1.1.8.1** Copies of audited financial statements for the last two (2) years, including the auditor's opinion letter and statement of functional expenses, if applicable. If offeror has not been in business for the last two (2) years, offeror's shall submit

copies of audited financial statements for the period in which the offeror has been in business, including the auditor's opinion letter and statement of functional expenses, if applicable.

**L.2.1.1.8.2** A copy of the internal controls surrounding financial accounting and reporting if not provided in accordance with a provision above.

**L.2.1.1.8.3** A copy of the offeror's Fraud and Abuse Compliance Plan and internal control procedures designed to guard against fraud, waste, and abuse.

**L.2.1.1.8.4** Budgeted financial statements (balance sheet and income statement) for the first two years of the Contract.

**L.2.1.2 Corporate Qualifications:** The information requested in this Section shall facilitate the evaluation of the offeror's Corporate Qualifications, including offeror's Past Performance and Prior Experience to perform the required services as described in Section C.5.

**L.2.1.2.1 Past Performance Narratives:**

**L.2.1.2.1.1** Describe the number of years of experience, segregated by corporate and individual staff members, along with description as to how that experience will be leveraged to support TSMS.

**L.2.1.2.1.2** Describe the offeror's company, products and services, and company history.

**L.2.1.2.1.3** Describe the offeror's process for past project management, with the level of offeror's on-site involvement.

**L.2.1.2.1.4** Describe all existing and planned future relationships with partners who may provide products and services as a part of this response. Differentiate between the role of offeror's organization and those of offeror's partners, including the responsibilities associated with each partner by product and/or service.

**L.2.1.2.1.5** Describe any interfaces that offeror has already built with specific software, hardware /

equipment, credit / debit card financial institutions, and advertising vendors.

- L.2.1.2.1.6** Describe the offeror's understanding of the District's needs and the experience in meeting these needs.

**L.2.1.2.2 Past Performance Attachments**

- L.2.1.2.2.1** List of five (5) relevant business references related to the TSMS solutions for the District to contact, including the name, relationship to the offeror, title, organization, point of contact, and phone number.

- L.2.1.2.2.2** List with the following information for contracts and subcontracts with organizations that are ongoing or have been completed within the past three (3) years for whom the offeror has performed similar work identified in this RFP (please list in order of largest to smallest contract or subcontract value):

- a) Name of contracting activity;
- b) Contract number;
- c) Contract type;
- d) Contract duration (or Period);
- e) Total contract value;
- f) Type of work performed;
- g) Name of contracting activity;
- h) Contracting Officer Name, Address and Telephone;
- i) Program Manager Name, Address and Telephone;
- j) A description of any major problems encountered in performing the contract and corrective actions taken; and
- k) Whether any of the Subcontractors are District CBE certified.

- L.2.1.2.2.3** Provide a list of contracts awarded to the offeror, active and expired, during the past five (5) years that are similar in size (as determined by contract dollar value) and scope and related services described in Section C.5. The following information shall be provided for each contract:

- a) Name of the contracting organization;
- b) Contract Number (for subcontracts, provide the prime contract number and subcontract number);
- c) Contract type and total contract value;
- d) Description of requirements;
- e) Performance evaluations or related evaluation data;
- f) Contracting Officer's name and telephone number; and
- g) Program Manager's name and telephone number and alternate contact person name and telephone number.
- h) Offeror's shall forward the Past Performance Evaluation Form attached in Section J.11 to each business reference listed above for completion with instructions.

**L.2.1.2.2.4** Submit certified annual reports for the two (2) years preceding the date of this solicitation.

**L.2.1.2.2.5** Include separate statements for the portion of offeror's company serving the taxicab market. If offeror is a subsidiary of another company, provide the parent company financials.

**L.2.1.2.2.6** Include financial information for each vendor, partner included in offeror's proposed solution offering.

**L.2.1.2.2.7** Include a sample design document developed for one of offeror's prior projects. This shall contain the participant entities in these projects and geographic area involved.

**L.2.1.3** Representations and Certifications: Offeror shall complete the following representations and certifications:

**L.2.1.3.1** Completed information in the Equal Employment Opportunity Forms, Attachment J.3;

**L.2.1.3.2** Tax Certification, Attachment J.7; and

**L.2.1.3.3** First Source Employment Agreement, Attachment J.4.

**L.2.2 Volume 2: Price Proposal Contents Instructions.** The offeror's Price Proposal shall be organized and presented in the following clearly marked separate sections:

**L.2.2.1 Contract Upfront Implementation Costs:**

The offeror's cost proposal shall include a pricing narrative and analysis of the cost and the dollar amount of all upfront costs related to the installation of the TSMS components requested in this RFP. The successful offeror shall be responsible for implementing the TSMS in accordance with this RFP, but for purposes of analyzing the proposals, offeror's should include, at a minimum, the following components:

- L.2.2.1.1** all hardware and equipment to be supplied for in-taxicab and BOMIS components of the TSMS
- L.2.2.1.2** all software including activation and interfacing requirements for in-taxicab and BOMIS components of the TSMS;
- L.2.2.1.3** installation and mounting, including integration with existing meters if applicable;
- L.2.2.1.4** setup for wireless communications, system hosting, network infrastructure, credit card terminals or other solution components;
- L.2.2.1.5** testing and startup including training for drivers, supervisors and DCTC personnel using the BOMIS;
- L.2.2.1.6** printed instructional material;
- L.2.2.1.7** setup costs for maintenance and help desk operations;
- L.2.2.1.8** reserve for equipment removal and reinstallation in new vehicles;
- L.2.2.1.9** setup financial operations to manage and settle credit/debit/non-cash transactions and surcharge fees for the duration of the contract period;
- L.2.2.1.10** Setup advertisement management to manage all programming, pricing, sales and other operations related to securing advertisers and placing advertisements to run on the PIM in each taxicab.
- L.2.2.1.11** any other one-time not otherwise classified.
- L.2.2.1.12** Cost/Price Data and Certification: The offeror shall complete and provide the Bidder/Offeror Certification provided in Attachment J.8.

**L.2.2.2 Contract Ongoing Operational Costs:**

The offeror's cost proposal shall include an analysis of the cost and the dollar amount of all on-going and recurring costs related to the operation and management of the TSMS components requested in this RFP. The successful offeror shall be responsible for operating the

TSMS in accordance with this RFP, but for purposes of analyzing the proposals, offeror's should include, at a minimum, the following components:

- L.2.2.2.1 BOMIS operations, distribution and operations, and field operations;
  - L.2.2.2.2 recurring fees for wireless communications, system hosting, network infrastructure, credit card terminals or other solution components;
  - L.2.2.2.3 credit / debit / other non-cash transaction fees;
  - L.2.2.2.4 ongoing costs for training both in-taxicab and BOMIS TSMS components and providing / maintaining training materials;
  - L.2.2.2.5 ongoing costs for maintenance and help desk operations for the duration of the contract period including semi-annual calibration and predictable replacement items;
  - L.2.2.2.6 ongoing financial operations to manage and settle credit/debit/non-cash transactions and surcharge fees for the duration of the contract period;
  - L.2.2.2.7 ongoing costs for advertisement management to manage all programming, pricing, sales and other operations related to securing advertisers and placing advertisements to run on the PIM in each taxicab.
  - L.2.2.2.8 any other recurring fees not otherwise classified;
  - L.2.2.2.9 general and administration (with an explanation of the basis for G & A)
- L.2.2.3 Revenues:** Additionally the offeror shall include a business plan identifying all possible sources for which the system can derive revenue, delineate a revenue stream for each source and show a statistical and business justification for the revenues estimated to be derived from the system, including a discussion of the relevant market factors. This response shall include, at a minimum, net advertising revenue (advertising revenue net of all advertising fees and commissions, costs of producing advertising and other costs related to the generation of advertising revenue) and cash flow sweeping revenue.

Based on the upfront costs, ongoing costs and revenues identified above, the offeror must develop a business proposal that includes the following assumptions and components:

- L.2.2.3.1 The term of the contract will be five (5) years;
- L.2.2.3.2 For each year during the term of the contract, the proposal shall indicate the amount of the amortization of the upfront costs and ongoing costs that are to be covered by net revenues derived from the TSMS program and any amounts

either 1) to be contributed by the District towards the amortization of the upfront costs and ongoing costs of the TSMS program (if any); and 2) any amount to be paid to the District (if any);

**L.2.2.3.3** This information shall be submitted in the format shown below:

	<b>Base Period</b>				
	Year 1	Year 2	Year 3	Year 4	Year 5
<b>Annual Net TSMS Revenues</b>					
<b>Annual Amortization of Upfront Costs</b>					
<b>Annual Operating and Recurring Costs</b>					
<b>Due to (from) District</b>					

**L.2.2.3.4** The contract with the successful offeror will reflect the Due to (from) District and the offeror shall be responsible for operating the TSMS in accordance with the requirements of this RFP based on the revenues and expenses included in its proposal.

**L.2.2.3.5** The District's preference is for the District to have no outlays for operation of the TSMS program.

**L.2.2.3.6** To the extent there are required District outlays, the preference is that these occur in years 2 through 5 and are consistent from year to year.

**L.2.2.3.7** To the extent there are payments to the District, the preference is that these occur after the amortization of the upfront costs.

**L.2.2.4 Option Years:** Based on the ongoing costs and revenues of the TSMS, the offeror shall provide a proposal for a three-year option period. This proposal shall identify the on-going costs of operating the TSMS and revenues from TSMS operations. This information shall be submitted in the format shown below:

	<b>Option Periods</b>		
	Period 1 Contract Yr 6	Period 2 Contract Yr 7	Period 3 Contract Yr 8
<b>Annual Net TSMS Revenues</b>			
<b>Annual Operating and Recurring Costs</b>			
<b>Due to District</b>			

**L.2.2.4.1** The contract with the successful offeror will reflect the Due to District amount and the offeror shall be responsible for operating the TSMS in accordance with the requirements of this RFP based on the revenues and expenses included in its proposal.

**L.2.3** The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

**L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code §2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code §2-536(b) requires the District to make available electronically copies of records that must be made public.

The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1). Successful proposals will be published on the OCP Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

**L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.4.1 Proposal Submission**

**L.4.1.1** Offeror's shall provide one (1) original, nine (9) hardcopies, and one (1) electronic copy of the proposal. The proposal shall be prepared and submitted in two (2) separate volumes, Volume I Technical & Business Proposal and Volume II Cost & Price.

**L.4.1.2** Telephonic, telegraphic, and facsimile proposals shall not be accepted. Each volume of the proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCPO-2012-R-0342 – Taxicab Smart Meter System"

**L.4.1.3** The Technical and Cost and Price Volumes shall contain written narratives and attachments as described in Section L.3, Proposal Content and Organization. The narrative sections of each volume shall be formatted as follows:

**L.4.1.4** Typewritten (8.5" by 11" bond paper);

**L.4.1.5** Single spaced;

**L.4.1.6** One (1) sided;

**L.4.1.7** Pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date (Subsequent revisions, if any, shall be similarly identified to show revision number and date);

**L.4.1.8** One (1)-inch (or greater) margins;

**L.4.1.9** Six (6) lines (or less) per inch, the equivalent of twelve (12) point font (or larger), charts and graphics may be no less than eight (8) point font;

**L.4.1.10** Technical and Business Proposal narratives shall not exceed one hundred (100) pages. The Cost and Price Proposal narratives shall not exceed twenty-five (25) pages. Each proposal shall be submitted in two (2) separate volumes, Volume I Technical & Business Proposal and Volume II Cost & Price.

**L.4.1.11** Attachments are not included in the page limits for the narrative and shall be attached in the Appendix to Volume I; and

**L.4.1.12** Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed.

**L.4.2** The Offeror shall prepare a Cover Letter to accompany its Technical Proposal and Price Proposal. The Cover Letter shall state the offeror's address and phone number for a contact person, and a statement regarding acceptance of the contract provisions as described in Sections A – K of the solicitation. In addition, the Cover Letter shall include a discussion of the offeror's understanding of the objectives of this solicitation, an overview of the mission and goals of the offeror's organization, and how the offeror's mission and goals relate to their understanding of the goals. The Cover Letter shall be signed by an authorized representative of the offeror's organization. The Cover Letter is not included in the total page count of the technical and price proposal narrative limits described in Section L.4.1.10.

**L.4.3** The offeror shall prepare a Table of Contents for each volume indicating the location of the title of the subheadings and page numbers for each subheading. The Table of Content pages are not included in the total page count of the technical and price proposal narrative limits described in Section L.4.1.10.

**L.4.4** Offeror's are directed to Section M of this solicitation, Evaluation Factors and the interdependent relationship that exists between the Evaluation Factors described in Section M, the requirements described in Section C.4 of the solicitation and the instructions to offeror's that follow in Section L.2. The offeror shall respond to each factor in a way that shall allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual, and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate

evaluation and greatest value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements described in Section C.4, Requirements.

**L.4.5** The information requested in Section L.2 has been determined to be essential and shall allow the District to assess the offeror's knowledge, capabilities, and capacity to perform the requirements of the contract as described in Section C.4 in accordance with Section M of the solicitation. The offeror shall respond in a comprehensive manner to each evaluation factor by submitting the information described below in Section L.2 in a logical order consistent with the RFP, providing reference to the requirement being addressed.

**L.4.5.1** Proposal Information Submission

**L.4.5.2** When responding to the instructions in Section L.2, below, offeror shall provide information, as applicable, regarding:

**L.4.5.3** Services provided by the offeror's similar in size and scope as those described in Section C.4.

**L.4.5.4** Services provided by the offeror in other jurisdictions similar in size and scope as those described in Section C.4.

**L.4.5.4.1** Services the offeror proposes to provide in the District in response to the required services including relevant draft policies, procedures, protocols, and manuals

**L.4.5.4.2** When relevant, the qualifications, training, education, years of experience, and capability of offeror's Key Personnel to perform the required services

#### **L.4.6 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal at any time before the closing date and time for receipt of proposals.

#### **L.4.7 Late Proposals**

The District will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

#### **L.4.8 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

## **L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the questions in writing to the Contracting Officer. The prospective offeror shall submit questions no later than twenty-five (25) days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received less than twenty-five (25) days before the date set for submission of proposals. The District shall furnish responses promptly to all other prospective offeror. An amendment to the solicitation shall be issued, if that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any other prospective offeror's. Oral explanations or instructions given before the award of the contract shall not be binding.

## **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

**"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**

**If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."**

## **L.7 PROPOSALS WITH OPTION YEARS**

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

## **L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial

solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4<sup>th</sup> Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO for the solicitation.

**L.9 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

**L.10 RETENTION OF PROPOSALS**

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

**L.11 PROPOSAL COSTS**

The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

**L.12 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Derrick White, Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 700S  
Phone: 202-727-0252  
Email: [derrick.white@dc.gov](mailto:derrick.white@dc.gov)

**L.13 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

**L.14 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no

discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

#### **L.15 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.15.1** Name, address, telephone number and federal tax identification number of offeror;

**L.15.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.15.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

#### **L.16 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

#### **L.17 GENERAL STANDARDS OF RESPONSIBILITY**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the District.

**L.17.1** To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;

- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

**L.17.2** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

#### **L.18 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at 1:00 p.m. on **February 08, 2012**, at 441 4<sup>th</sup> Street, N.W., Suite 700 South, Washington, D.C. 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District discretion. Verbal answers given at the pre-proposal conference are only

intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at <http://ocp.dc.gov/ocp/site/default.asp>.

Please indicate your intent to attend this pre-proposal conference by emailing [leslie.ramdat@dc.gov](mailto:leslie.ramdat@dc.gov) no later than February 06, 2012

## **SECTION M - EVALUATION FACTORS**

### **M.1 EVALUATION FOR AWARD**

#### **M.1.1. Best Value Determination**

This is a best value procurement in which the Contracting Officer will determine a tradeoff between cost plus profit ("price") and non-profit criteria, as distinct from procurements in which award goes to the highest scored proposal of the lowest priced, technically acceptable proposal. In the Contracting Officer's best value determination, the Contracting Officer will examine then technical point scores of the offerors to determine whether the point differentials between the offerors represent any actual significant difference in technical merit and the Contracting Officer will determine whether the higher scored offeror was worth any associated price premium. Accordingly, the Contracting Officer may award to a lower rated, lower priced, offeror, even if price is the least important evaluation factor, if the Contracting Officer reasonably determines that award to the higher price offeror is not justified given the level of technical competence available at the price.

The District may award the TSMS contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

### **M.2 EVALUATION COMMITTEE**

Each submission shall be evaluated in accordance with this **Section M** by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the **source selection official**. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the **source selection official** shall select the Offeror(s) whose submissions are determined by the **source selection official** to be the most advantageous to the District.

### **M.3 ORAL PRESENTATION**

Each Offeror within the competitive range shall make an oral presentation to the Evaluation Committee, and participate in a question and answer session. The purpose of the oral presentation and the question and answer session is to permit the Evaluation Committee to fully understand and assess the qualifications of each Offeror and the Offeror's key personnel. The submission will be re-scored at the conclusion of the oral presentation.

#### **M.3.1 Length of Oral Presentation**

Each Offeror will be given up to 30 minutes to make the presentation. At the end of the initial presentation, there will be a break for approximately 15 minutes for the Evaluation Committee to assess the presentation and prepare questions. The

Offeror will then respond to questions from the Department's Evaluation Committee for no more than 30 minutes.

### **M.3.2 Schedule**

The order of presentation will be selected randomly and the Offerors will be informed of their presentation date before the beginning of oral presentations. The District reserves the right to reschedule any Offeror's presentation at the discretion of the contracting officer.

### **M.3.3 Offeror Attendees**

The oral presentation will be made by the Offeror's personnel who will be assigned the key jobs for this project. Each Offeror will be limited to 3 persons. The job functions of the persons attending the presentation will be considered to be an indication of the Offeror's assessment of the key areas of responsibility that are deemed essential to the successful completion of the project.

### **M.3.4 Topics**

The Offeror may present information about its capabilities and special qualifications to serve as a Contractor for this Project, including the qualifications of key personnel.

## **M.4 TECHNICAL RATING**

### **M.4.1 The Technical Rating Scale is as follows:**

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

**M.4.2** The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each factor. The offeror's total technical score will be determined by adding the offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good," then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

## **M.5 EVALUATION CRITERIA**

Proposals will be evaluated based on the following evaluation factors in the manner described below:

### **M.5.1 Relevant Experience (25%)**

The District desires to engage a Contractor with the experience necessary to realize the objectives set forth in **Section C** of this RFP. Offerors will be evaluated based on their demonstrated experience with: (i) developing and implementing TSMSs in major metropolitan area; (ii) operating, maintaining, and managing TSMSs; (iii) developing opportunities and generating revenue from TSMS component, such as advertising; and (iv) knowledge of, and access to, the local subcontracting market. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to twenty five (25) points.

### **M.5.2 Approach and Methodology (25%)**

Offerors are required to submit a Project Management Plan. The Project Management Plan should clearly explain how the Offeror intends to manage and implement the TSMS project. It should demonstrate a knowledge of the process and impediments that must be overcome and ensure that sufficient staffing will be provided. At a minimum, the plan should: (i) identify the key personnel and their specific roles in managing the Project; (ii) identify the key milestone dates and provide a description of how these dates will be achieved; (iii) provide a skeletal schedule of the work and the phasing of taxicab hardware installation; (iv)

describe a plan for the installation of hardware in taxicabs, including the number of work facilities that will be made available; and (v) describe the key challenges inherent in this Project and explain how they will be overcome or mitigated. The District will also consider the experience that the Offeror and its team members have working together on similar projects. This element of the evaluation is worth up to twenty five (25) points.

#### **M.5.3 Technical Requirements (20%)**

The Offeror shall demonstrate their overall general technical capabilities to fulfill the requirements included in Section C. In addition, the Offeror shall demonstrate the technical and technological advantages of the hardware and software solutions in proposes in order to satisfy the technical requirements included in Section C.

#### **M.5.4 Cost/ Cost and Revenue Proposal (30%)**

The District is requesting two separate pricing proposals in connection with this solicitation. The first is a proposal for upfront implementation costs and operating and maintenance costs only. If the District elects to utilize this cost and acquisition model, the price points will be allocated twenty (20) points to upfront costs and ten (10) points to operating and maintenance costs. The Offeror with the lowest net upfront cost proposal will receive the maximum points and all other proposals will receive points allocated as described below. Likewise, The Offeror with the lowest operating and maintenance cost proposal will receive the maximum points and all other proposals will receive points allocated as described below:

If the District elects the cost and revenue model, the price points will be allocated ten (10) points to upfront costs, five (5) points to operating and maintenance costs, and fifteen points to the revenue generation

### **M.6 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

### **M.7 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.7.1 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.7.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.7.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.7.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.7.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.7.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.7.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.7.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.7.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

**M.7.2 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

**M.7.3 Preferences for Certified Joint Ventures**

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.7.4 Verification of Offeror's Certification as a Certified Business Enterprise**

**M.7.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

**M.7.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 970N  
Washington DC 20001

**M.7.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.8 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.8.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.8.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.