

SOLICITATION, OFFER, AND AWARD			1. Caption IRP/PRISM System and Support Services		Page of Pages 1 84		
2. Contract Number		3. Solicitation Number DCTO-2009-R-0101	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 2/17/2009		
7. Issued By: Office of Contracting and Procurement Information Technology Group 441 4th Street, NW, Suite 930S Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement Information Technology Group 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001				
NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and 5 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, NW, Suite 703S, Bid Room Washington, DC 20001 until 2:00 PM local time 16-Mar-09 (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 Crystal McKay		B. Telephone (Area Code) 202 (Number) 727-6956 (Ext)		C. E-mail Address crystal.mckay@dc.gov		
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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 %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date	
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract				
(Area Code)	15B. Telephone (Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>		17. Signature	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) Kenneth Morrow			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
Government of the District of Columbia				Office of Contracting & Procurement			

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia (the District), through the Office of Contracting and Procurement, on behalf of the Department of Motor Vehicles (DMV), hereby solicits the services of a Contractor to provide an IRP/PRISM system and support services for a period of one year, with four one-year option periods.

B.2 The District contemplates award of this firm fixed price contract for services listed herein.

B.3 Base Period, IRP/PRISM Services (One Year)

Contract Line Item No. (CLIN)	Item Description	Estimated Annual Quantity	Unit	Unit Price	Extended Price
0001 (Year One)	Provide the design, development, installation, implementation, training Operational and Administrative Support Services for the IRP/PRISM System		EA.	\$	\$
0002 (Year Two)	Provide Ongoing On-site Operational and Administrative Support Services		EA.	\$	\$
0003 (Year Two)	Provide Maintenance and Helpdesk Support		EA.	\$	\$
TOTAL AMOUNT FOR BASE PERIOD					\$

Option Year One, IRP/PRISM Services

Contract Line Item No. CLIN)	Item Description	Estimated Annual Quantity	Unit	Unit Price	Extended Price
0004 (Year Three)	Provide On-site Operational and Administrative Support Services		EA.	\$	\$
0005 (Year Three)	Provide Maintenance and Helpdesk Support		EA.	\$	\$

Option Year Two, IRP/PRISM Services

Contract Line Item No. CLIN)	Item Description	Estimated Annual Quantity	Unit	Unit Price	Extended Price
0006 (Year Four)	Provide On-site Operational and Administrative Support Services		EA.	\$	\$
0007 (Year Four)	Provide Maintenance and Helpdesk Support		EA.	\$	\$

Option Year Three, IRP/PRISM Services

Contract Line Item No. CLIN)	Item Description	Estimated Annual Quantity	Unit	Unit Price	Extended Price
0008 (Year Five)	Provide On-site Operational and Administrative Support Services		EA.	\$	\$
0009 (Year Five)	Provide Maintenance and Helpdesk Support		EA.	\$	\$

Option Year Four, IRP/PRISM Services

Contract Line Item No. CLIN)	Item Description	Estimated Annual Quantity	Unit	Unit Price	Extended Price
0010 (Year Five)	Provide On-site Operational and Administrative Support Services		EA.	\$	\$
0011 (Year Five)	Provide Maintenance and Helpdesk Support		EA.	\$	\$

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

International Registration Program (IRP) and Performance Registration Information Systems Management (PRISM)

International Registration Plan is a registration-prorate agreement among member states and provinces that provides for the proportional registration of commercial motor vehicles used in interstate operations. The agreement is administered by IRP Inc., and is governed by a Board of Directors consisting of representatives from member jurisdictions.

The IRP provides for a base jurisdiction registration, a single registration plate and one registration “cab card.” Payment of proportional registration fees is based on the percentage of miles the registrant has operated or expects to operate in each member jurisdiction. The registrant is permitted to operate in intrastate as well as interstate commerce in each member jurisdiction for which mileage has been declared and fees have been paid.

Because a registrant pays a proportional share of each member jurisdiction’s registration fee, registration amounts will be unique for each registrant. Member jurisdictions must transmit fees collected on behalf of another jurisdiction on at least a monthly basis. The system must conform to and be maintained in conformance with the IRP Clearinghouse (including paper transactions for Non-clearinghouse members) standards and specifications, and must be able to interact with the IRP Clearinghouse to send IRP transmittal information. In the IRP central Clearinghouse each state transmits vehicle registration information and fees to the Clearinghouse which periodically summarizes new registrations and computes net fees due for each jurisdiction, and distributes the information and fees. Under the Clearinghouse, each state sends and receives registration-related messages only to the clearinghouse, rather than to every other state.

PRISM is a performance-based program mandated by Congress directing the Federal Motor Carrier Safety Administration (FMCSA) to implement the PRISM program nationwide with authorized funding in the Transportation Equity Act for the 21st Century that uses the actual highway performance of motor carriers to determine their level of safety. The benefits include: 1) accountability – the ability to identify the carrier responsible for the safe operation of the vehicles being registered; 2) improved productivity through the efficient allocation of resources based on more accurate targeting of compliance reviews to focus on the highest risk carriers; 3) improved data quality through the accurate and timely submission of inspection and crash data which in turn results in heightened program efficiencies; 4) improved motor carrier safety through the use of warning

letters and onsite compliance reviews of the highest risk carriers; and 5) improved customer service by allowing State registration agencies to issue United Department of Transportation (USDOT) numbers and promote a “one-stop shop” concept linking Motor Carrier’s Safety Performance to Vehicle Registration using United Department of Transportation (USDOT) numbers and Vehicle Identification Numbers (VINs)). See Appendix A for the District’s PRISM Implementation Plan.

C.2 OBJECTIVES

The District of Columbia seeks a Contractor to provide an International Registration Plan (IRP) system. The system must be compliant with all IRP and PRISM requirements. The District is interested in the acquisition, configuration, customization, installation, testing, maintenance, and administrative support for a turnkey Commercial-Off-the-Shelf Software (COTS), and all associated hardware/equipment. In addition, the District seeks Contractor personnel to provide on-site operations and customer service for the IRP/PRISM. The new system must maintain compliance with the IRP Inc. Plan, District PRISM Implementation Plan, IRP Carrier, and the Audit Procedures Manual. Additional information about the IRP is available online at the following source: <http://www.irponline.org/Publications/> and the American Association of Motor Vehicles, <http://aamva.org/>.

The selected contractor will be responsible for all aspects of designing, implementing, maintaining, operating, and administrative/clerical support for the IRP/PRISM system. The current system contains approximately 60 carriers and 200 intrastate IRP registered vehicles.

The selected contractor will be responsible for providing all hardware, software, and operations staff for the system. The database design and software must accommodate an anticipated increase in volumes. The system must interface with related systems, provide for adequate security access and be sufficiently flexible and modular to accommodate easy modification or expansion. Currently, the District uses the VISTA/RS system from ACS for IRP apportioned vehicle registration and audits. DMV intends to replace the existing system with an IRP/PRISM compliant system with hardware replaced and software developed, tested, and operational no later than April 1, 2009.

The District has determined that the most timely and cost effective means of meeting the project objectives is through the following processes:

- The implementation of a proven and effective commercial-off-the-shelf (COTS) software package
- The modification of the COTS software to meet the District’s specific IRP and PRISM requirements
- The installation of new hardware and other technologies.
- Contract personnel to operate the system and provide customer service

- Provide Help-desk administrative and system support

C.3 REQUIREMENTS

Project management is essential to successful implementation and ongoing operation of the IRP/PRISM system. Accordingly, the contractor must demonstrate in their proposal their approach and techniques in project management, scope management, time management, cost management, quality management, human resource management, communications management and risk management.

The contractor must describe their proposed technical architecture and related services. The contractor shall include recommendations for the configuration(s) necessary to support the production, development, testing and training environments for the project. The contractor shall include diagrams in the proposal identifying the proposed make and model of hardware, operating systems, network components, database management systems, and software languages recommended for the proposed solution.

The contractor shall describe the experience of its customer base in using these configurations and establish the validity of the proposed solutions in terms of capacity, flexibility, fault tolerance and system reliability. The District requires a minimum of two projects of considerable size and complexity for reference purposes.

The contractor shall describe the system integration/interface approach that will be used to integrate the proposed system with the District’s registration system (DESTINY).

Specifically, the contractor/vendor must provide hardware, software, supervision, personnel, equipment, materials and supplies to perform the following tasks:

C.3.1	General System Requirements
3.1.1	Provide the hardware and software to support the IRP/PRISM functionality, including software enhancements and modifications that are instituted after the District’s IRP/PRISM is in place.
3.1.2	The system must comply with and be maintained accordingly with all operational and audit requirements of the International Registration Plan (IRP), the District PRISM Implementation Plan (PRISM) and Audit Procedures Manual.
3.1.3	The system must be browser-based, accessible from any browser without the need for application specific software, and capable of processing IRP applications/credentials via the Internet
	The system should provide an interactive Web site/application that asks a series of questions related to trucking and then provides the inquirer with a list of applications, agencies and/or requirements that must be met including but not limited to the

	<p>following:</p> <p>The system will allow authorized users to remove an active unit from service</p> <ul style="list-style-type: none"> i. The system must require the user to select a reason for removal. ii. The system must remove the unit or restrict unit removal based on the reason the user selected. iii. The system must allow the user to indicate if they want to transfer credit, plates, year decals, and month decals. iv. The system will allow authorized users to reinstate a unit that was previously removed from service, but not deleted
3.1.4	The system must be web-based.
3.1.5	Develop the IRP/PRISM database to process approximately 200 existing vehicles based in the District
3.1.6	The system must provide multi-levels of authentication and authorization (access control/profile) to system functions and/or modules
3.1.7	The system must meet the system/data recovery requirements as defined by the District of Columbia
3.1.8	Provides system and data security and audit trail by operator ID (including the type of transaction, date and time of the transaction)
3.1.9	Must provide comment screen capabilities at customer, fleet and supplement levels
3.1.10	Must alert user of customer/carrier , account and/or vehicle status and stop processing according to status level specifications
3.1.11	When entering IRP transactions, there must be no more than 2 seconds wait time between screens. Any calculations must run in the background, allowing the user to proceed to the next screen.
3.1.12	The contractor shall be responsible for the data conversion from the current IRP system to the new IRP/PRISM system
3.1.13	At the end of the contract period, the contractor must agree to fully cooperate with DMV during the transition to a new service provider i.e., data conversion and cleansing/scrubbing.
C.3.2	Personnel/Administrative Support Requirements
3.2.1	Provide analytical support and operational/administrative personnel to provide customer service in the day-to-day operations of the IRP/PRISM system
3.2.2	Provide a minimum of one (1) IRP/PRISM processing personnel to be located at the Department of Motor Vehicles (DMV) Facility at 95 M St. SW with Helpdesk back-up support. (The employees shall perform all counter, mail processing and customer service functions associated with the registration, safety and enforcement of commercial vehicles used in interstate and intrastate commerce. In addition, these persons shall calculate fees, process and forward payments, process recaps and transmittals, and perform mileage audits. (DMV personnel shall not assist in the performance of these tasks.))
3.2.3	IRP/PRISM processing personnel will process and administer short-term registration certificates – Trip Permits – for Motor Carriers and Charter Buses that meet apportioned vehicle requirements in lieu of apportioned or full registration/credentials in accordance

	with IRP Inc. IRP Plan and the District Carrier/Addendum. These employees shall perform all counter, mail processing (including emails) and customer service functions (including payment processing) associated with Trip Permits.
3.2.4	Procure and maintain all forms , notices, envelopes, and other supplies necessary to perform services required by this contract
3.2.5	Process IRP/PRISM transactions and update records for all activities related to each base state registrant, to include, but not be limited to vehicle identification data, violation data, vehicle registration data, payment information and adjustments, fines and penalties, notice and telephone activity, correspondence mailed, and suspend information
3.2.6	Maintain payment reconciliation documents, production control reports, and source documents (notices which are returned in the mail with payments, substitute documents prepared in data entry when no notice is returned, and documents prepared in data entry to reflect payments) for a minimum of three years from the payment date. These documents shall be available for inspection and audit.
3.2.7	Process all payments received as a result of collections activity in accordance with the following procedures and guidelines:
3.2.7.1	Rent a Post office lockbox from the Post Office located at the U.S. Postal Service, Southwest Station, PO Box 71400, 45 L Street, S.W., Washington, DC 20024 for mail payments for the duration of the contract;
3.2.7.2	Enter, at a minimum, the following payments data into the assigned IRP/PRISM database, within 24 hours following receipt of the payment: <ul style="list-style-type: none"> • Account fleet supplement number • Payment amount • Payment type (money order and certified/company check) • Payment date, and • An invoice number to relate the payment to a supplement
3.2.7.3	Return payments to the sender, with a request for further information, if insufficient or erroneous information is provided
3.2.7.4	Accept money orders and personal/certified/company checks, Debit cards, Visa, MasterCard, and Discover as a minimum acceptable form of payment.
3.2.7.5	Co-ordinate and establish procedures for the deposit of revenues received with the Office of the D.C. Controller, Office of the Treasury;
3.3.7.6	Maintain the software which will enable data transmission and specific updating of IRP/PRISM fees into the D.C. Revenue system
3.2.7.7	Maintain records, data, and books in such a manner that audits can be performed by the contract, DMV personnel, or in accordance with IRP mandated Peer Reviews
3.2.8	Assist DMV personnel on an as-needed basis with their professional and legal interpretation of the IRP/PRISM and development of IRP/PRISM forms
3.2.9	Perform quantitative program analysis concerning the profitability and effectiveness of the IRP/PRISM program and report results to the contract administrator or designee on a quarterly basis
3.2.10	Assist DMV personnel with drafting departmental administrative rules for the IRP/PRISM as it will affect the D.C. Motor Carriers. This shall include the following areas: <ul style="list-style-type: none"> • Administrative service fees;

	<ul style="list-style-type: none"> • Prorating methodology for mileage and fee calculations; • Any authority to issue and operate under temporary registration e.g., Trip Permits; • Suspension, revocation and reinstatement procedures; • Records requirements for audit purposes; and • Refund policy procedures.
3.2.11	Contractor must describe the roles, specific level of involvement, skills, experience, and training of key staff to be assigned
3.2.12	Develop, implement and operate a mail notification system (including email) which meets the following minimum requirements:
3.2.12.1	Provides an initial mailing to all District IRP/PRISM commercial vehicle registrants which describes the IRP/PRISM program, requirements and how to register
3.2.12.2	Notifies existing commercial vehicle operators of changes to the vehicle registration process; and
3.2.12.3	Provides follow-up phone information service to begin immediately after the mailing.
C.3.3	System Functional Requirements
3.3.1	Accommodates individual carrier accounts and individual vehicle records within the District’s IRP/PRISM registration environment. The system must comply with and be maintained in accordance with all operational and audit requirements of the International Registration Plan (IRP), the District PRISM Implementation Plan (PRISM), IRP Carrier and Audit Procedures Manual.
3.3.2	Verifies registration documentation, such as proof of Heavy Vehicle Use Tax (HVUT), USDOT number and proof of District no-fault vehicle insurance
3.3.3	The new IRP/PRISM system must have a mechanism to record receipt of required documentation, as applicable (for example, to indicate proof of payment of HVUT).
3.3.4	Prepare all IRP/PRISM source documents for imaging in accordance with DMV guidelines.
3.3.5	The new IRP/PRISM system must include a function that validates the vehicle identification number (VIN) using the Vehicle Identification Number Authentication (VINA) standards.
3.3.6	When adding a new registrant, the system must alert the user if the Federal Employer Identification Number (FEIN)/SSN or USDOT Number already exists for another registrant.
3.3.7	The system must contain edits and/or safeguards to prevent carriers from registering one or more vehicles in multiple fleets or other carrier USDOT number accounts.
3.3.8	The system must include a mechanism to alert users if a motor carrier is out of compliance with one or more of the specific eligibilities
3.3.9	The system must be able to display all units associated with a user supplied USDOT Number
3.3.10	Supports counter service to the customer with “immediate” calculation of fees and appropriate generation of an invoice.
3.3.11	Provide the capability to print cab cards with two-dimensional bar codes, per the AAMVA-approved standard (http://www.aamva.org/IRP/PRISM/index.asp).
3.3.12	Incorporates all IRP/PRISM member processing policies, fees and fee structures, and be easily updated when rule or fee changes are made by member jurisdictions (It shall

	provide for transactions such as: add/delete, weight increase/decrease, fleet to fleet transfers, credit usage, maximum fee calculations and cab card weights plus display fields for credentials and recap/transmittals as required.);
3.3.13	The system must require an explanation from registrants for a 10% weight variance between jurisdictions detailing the reason for variances.
	The system must require an estimated mileage statement for all original account applications and renewal applications showing estimated mileage.
3.3.14	The system must provide automatic and ad hoc generation of all needed correspondence as required (for example: warning letters, friendly reminders, delinquency letters, suspension orders, refund letters and reinstatement orders).
3.3.15	The system must provide for yearly registration renewals and must allow the process to begin at least two (2) months prior to the registration expiration date. Processing includes, but is not limited to, generating an electronic (online) or paper (offline) renewal notice and allowing the registration to update (rollover) to the new registration year.
3.3.16	The system must allow 'inactive' customer accounts be tagged and retained.
3.3.17	Accommodate over-the-counter issuance for walk-in-accounts as well as processing operations for mail-in transactions
3.3.18	Under no circumstances shall a financial transaction be deleted from the system, including a transaction void or transaction terminated due to payment failure or override. All financial transactions of the system shall be recorded and reflect the reason for incomplete transactions and by whom the interruption was initiated.
3.3.19	An inventory system must allow an authorized user to add, and maintain inventory items either individually or in bulk. Inventory items include, but are not limited to plates and decals.
3.3.20	Allow tracking of permits, cab cards, stamps, stickers, decals, plates and invoices
3.3.21	Tracks payments received from other IRP/PRISM jurisdictions and accounts for transactions with the level of detail required for registration fee verification.
3.3.22	The system must process and provide transmittal recaps, via paper and electronic means, for each IRP/PRISM Member Jurisdiction (both Clearinghouse and non-Clearinghouse jurisdictions), which shows all information necessary for the receiving Member Jurisdiction to verify apportionable fees paid as required by the IRP/PRISM Plan. The transmittal recaps must include audit netting.
3.3.23	The new IRP/PRISM system must be able to monitor transmittals due Non-Clearinghouse jurisdictions and generate reports needed by the DC DMV.
3.3.24	The new IRP/PRISM system must update the foreign exchange rates used to calculate fees, for example, US vs. Canadian dollars.
3.3.25	Has an audit package that supports IRP audit requirements including: 1) truck fleet selection for audit; 2) information retrieval from previous registration years; 3) generation of forms for auditor use; 4) correction of mileage percentages and fees; 5) generation of reports to include audit findings; and 6) production of invoice and/or audit notice to carriers;
3.3.26	Must provide a means to flag an Audit that is under appeal. The flag should keep the system from issuing any suspension or delinquency notices for those that are flagged and a report of all Appeal flags to view or print.
3.3.27	Has inquiry capability containing a variety of options for information look-up and

	includes historical data records
3.3.28	Provides inquiry capability of selected data to law enforcement
3.3.29	The system must be capable of printing letters, notices, and reports on demand or as a batch process based on the document type and system accounting settings
3.3.30	Provides temporary registration authority (This includes the automatic issuance after vehicle information entry and an auto-send fax of temporary authority capability)
3.3.31	The system must provide automated tracking of Temporary Authorities (TA's)
3.3.32	The system must be capable of creating, issuing, storing, and printing unladen weight permits to transport a new vehicle from the jurisdiction where he or she purchased his or her new property to the carrier's base jurisdiction (Hunter's permits).
3.3.33	The system must automatically place a suspension status on all active registrations for a registrant that has failed to pay all apportionable fees due within 45 calendar days of the issuance date of the TA.
3.3.34	The system must generate registration renewal documentation, provide renewal transactions on an annual basis and is capable of handling quarterly or staggered registration
C.3.4	Interface Requirements
3.4.1	Must facilitate real-time (web access) inquiry and response with the DMV DESTINY mainframe for vehicle registration update; title information; proof of financial responsibility; proof of insurance for first-time, renewals, and transfers; service denial ("stops") and status information while processing IRP transactions
3.4.2	Must be capable of reporting all IRP vehicle registration changes on at least a daily basis to FMCSA's Safety and Fitness Electronic Record (SAFER) PRISM database
3.4.3	The system must allow motor carriers to register and conduct business via the web. This includes, but is not limited to applying for and receiving registration credentials, operating authority, paying fees and viewing and/or updating their carrier profile.
3.4.4	The system must support the required IRP clearinghouse data exchange interfaces
3.4.5	Coordinate with in-house DMV staff to ensure the system can be prepared to interface IRP/PRISM with the International Fuel Tax Agreement (IFTA) at a later date
3.4.6	The system must allow web access for Law Enforcement officers to query IRP/PRISM database.
C.3.5	Reports Requirements
3.5.1	Provide standardized and ad-hoc reporting capability. The system must have the capability to generate reports and correspondence in various formats, and to export and save the report results in different application formats, such as Microsoft Excel, Microsoft Access, and Portable Document Format (PDF). Report creation should be menu-driven and use intuitive methods for selecting and entering report query parameters. Users must have the ability to save any created report for future use.
3.5.2	Reports required, but not limited to, the following: <ul style="list-style-type: none"> 1. Account Listing Report – can be queried for a number of user selected account prompts (status, beginning and ending account, address type, registration year, county, postal code, contact number etc.) 2. Audit Reports 3. Audit Trail Report – details internet transactions performed by IRP/PRISM carriers and agents by date or date range

	<ol style="list-style-type: none"> 4. Credential/Cab Card Activity Report 5. Daily Billing Report 6. Daily Inventory Issued Report 7. End of Day Report – ledger and summary that details District of Columbia (DC) fees from foreign fees and administrative fees; can be printed or reprinted for a given date range 8. Estimated Mileage Report 9. Exchange Rate Report 10. Fleets Not Renewed Report 11. IRP Peer Review Reports (All reports necessary for IRP Peer Reviews) 12. IRP Transmittal and Recap Report 13. IRP Transmittal and Recap Summary Report 14. Jurisdiction Fee Report 15. MCS-150 Forms/PRISM Activity Report 16. New Accounts Report 17. Notification History Report 18. Operator Activity Report 19. Overdue Temporary Authorities Report 20. Paid Accounts Report 21. PRISM Denials, Suspensions, and Revocations Report 22. PRISM Out of Service Order (OOSO) Vehicles Report 23. Registration Update Report 24. Renewed Accounts Report 25. Remaining Inventory Report 26. Potential Security Violation Reports (including but not limited to: voided applications and payments, Overrides, keystroke errors, edits, password suspensions, supplement transactions, processing delays, vehicle deletions/suspensions, vehicle weight increases and decreases, vehicle corrections and changes, replacement credentials, registration denials, HVUT (IRS Form 2290) proof of payments and deletions etc.) 27. Motor Carrier Status Report 28. Vehicle Inquiry Report 29. Yearly Vehicle Count/Activity 30. Delinquent Accounts Report 31. Suspended Accounts Report
C.3.6	Training Requirements
3.6.1	Design, develop, schedule and conduct training and educational programs for DMV Supervisors, Auditors, Commercial Carriers/Registrants, and Law Enforcement personnel which meet the following objectives;
3.6.2	Training modules must include lesson plan materials, user’s guides and descriptive literature intended for the training of industry clients. The training must include:
3.6.3	An overview of IRP/PRISM goals, objectives, program operations, IRP/PRISM legislative history and federal requirements
3.6.4	Inter-jurisdictional and intra-jurisdictional operational aspects
3.6.5	Explanation and completed samples of all program documents, forms, computer

	screens, and computer generated reports including instruction on standard mathematical computations for determining apportionment amounts;
3.6.6	Key-entry of sample cases and instructions for error corrections, edits and overrides;
3.6.7	Automated IRP/PRISM system instructions and operations, and its interrelationship with the DMV comprehensive system
3.6.8	System capability to provide text-sensitive online ‘Help’ assistant/application.
3.6.9	Provide IRP/PRISM training for the audit staff

Deliverables

Each deliverable will be submitted and reviewed by the DC DMV project manager. The Contractor should allow a minimum of 5 business days for the District to review and provide comments for deliverables. Deliverables shall not be considered complete until formally accepted by the DC DMV project manager. To consider the system implementation phase as final, the system must be demonstrated to the District’s project team and the acceptance testing must demonstrate that all key system functionality is operational. DMV project manager will accept the system when all documentation and sufficient evidence demonstrates successful training has been completed.

The District has identified the following deliverables:

- **PROJECT MANAGEMENT PLAN:** This plan shall contain the specific strategies, work breakdown structure, milestones, costs, deliverables, constraints, assumptions, organization, roles, etc., which shall be utilized throughout the life cycle of the project. Required within fifteen (15) calendar days of contract award date.
- **STAFFING PLAN:** Contractors are requested to provide resumes and describe the roles, specific level of involvement, skills, experience, and training of key staff to be assigned. Deviations from the staffing plan must be pre-approved by the Contract Administrator. Required within fifteen (15) calendar days of contract award date.
- **CONFIGURATION MANAGEMENT PLAN:** This plan shall identify how the various components of the system are associated and how the components shall be managed throughout their life cycle. This plan shall also include methods for versioning project documents throughout the life cycle of the project. Required within fifteen (15) calendar days of contract award date.
- **QUALITY ASSURANCE PLAN:** This plan shall include the specific deliverables to be produced, reviews and approvals associated with each deliverable, standards for base-lining, overall test strategies, and controls to be used within the project to assure quality and consistency throughout the project life cycle. Required within fifteen (15) calendar days of contract award date.
- **CONVERSION PLAN:** This plan shall include the specific requirements for the conversion/migration process from the current IRP/PRISM system to the

contractor IRP/PRISM system. Required within forty five (45) calendar days of contract award date.

- TECHNICAL ARCHITECTURE: The contractor must describe their proposed technical architecture and related services. Required within fifteen (15) calendar days of contract award date.
- TESTING PLAN: Required within sixty (60) calendar days of contract award date.
- TRAINING PLAN: Required within forty five (45) calendar days of contract award date.
- FULLY TESTED AND FUNCTIONAL IRP/PRISM SYSTEM. Required within seventy-five (75) calendar days of contract award date.
- USER AND ADMINISTRATION DOCUMENTATION
- SERVICE LEVEL AGREEMENT: The Contractor shall include a service level agreement and maintenance agreement as part of their proposal. This information will not only serve as a basis for evaluating the Contractor's experience with similar projects but will also be implemented if the bidder is successful.

Commencement of operations shall be as follows:

- Within one (1) week of contract award date, the contractor's project manager and other personnel, as required, must meet with the Project technical representative. The purpose of this meeting shall be to introduce key personnel of the contractor's project team and to establish the following:
 - Work schedules, training schedules, communications protocols, and reporting procedures
 - Detailed project plan describing how the IRP/PRISM requirements will be met.
 - Complete detailed design and implementation schedule of the total functionality of the system, as described in this RFP and the contractor's technical proposal
- Design, develop, install and implement a fully operational IRP/PRISM system and provide training within seventy five (75) days of contract award
- Submit to the contract administrator/designee a weekly progress report containing the following information:
 - The goals established and accomplished for the reporting period
 - New goals and tasks scheduled during the reporting period
 - The identification of any significant variations from plans, and any unanticipated problems or delays encountered potentially effecting system performance or the scheduled IRP/PRISM project completion date; and

- The identification of new issues or problems requiring immediate resolution.
- Participate in monthly project status and performance reviews to ensure measurable progress is being achieved according to the accepted plan
- Supply technical bulletins and upgrades to user documentation throughout the life of the system, at no additional costs

Service Level Requirements for System Maintenance and Support

DMV's service to the customer is considered mission critical. It is not acceptable to have recurring or lengthy outages and therefore, must be available 7/24. As a result, maintenance quality, expediency, remedial and preventive maintenance practices are extremely important to providing a high level of system availability. The contractor will be responsible for correcting or replacing defective hardware/software and remedy any programming error that is attributed to the contractor within a reasonable timeframe. DMV requires hardware/software redundancy with automatic failover providing 99.99% system availability.

At the time of installation, all equipment shall be of new manufacture with three (3) year warranties and in good working order. It shall be the contractor's responsibility to make all necessary adjustments, repairs, and replacements, without additional charge, to maintain each system component in good working order for the term of the contract and any extensions. A three (3) year refresh is required for all equipment.

The contractor shall provide maintenance (e.g. upgrades and/or new releases) and technical support for all hardware/software provided and/or developed, including ongoing telephone support, problem determination, and resolution. Software maintenance shall begin upon installation of the software. The contractor shall submit a Support Service Plan describing how its maintenance and support functions will meet the following requirements. The contractor shall upgrade system if major components release new versions; but, DMV reserves the right to choose when to implement system upgrades.

Depending upon its business model, the contractor shall maintain a help desk or assign a dedicated client analyst(s) to provide technical support to DMV staff for the system. The help desk is defined as a dedicated staff, or client analyst(s), for the on-going development and support of the contractor's automated system.

The contractor help desk and/or dedicated client analyst(s) shall:

- Provide qualified and accurate technical assistance in response to on-site operator(s) and DMV staff inquiries regarding system functions.

- Provide system troubleshooting assistance to on-site operator(s) and DMV staff.
- Provide information on software modifications that are made in response to these inquiries, or in order to stay in compliance with IRP/PRISM policies and procedures.

The contractor shall monitor changes in the IRP/PRISM, Inc. Plan and implement these changes on or before the effective date(s) of the changes. The contractor shall keep DMV staff informed during the development, testing, implementation and operational phases of all such modifications.

It is highly desirable that the contractor provide 24 hours per day, 7 days per week Internet user and DMV business operations support. Internet user support includes the ability to report problems to the contractor online, the ability to browse a database containing problems and technical questions, and the ability to submit electronic job orders to correct identified problems.

System maintenance and/or updates shall be conducted after normal business hours unless expressly approved in writing by DMV.

The contractor shall be prepared to provide estimates for incorporation into fiscal notes for future work in response to legislative inquiries and/or requirements on an average of between 24 and 48 hours from the time of the request. The decision on turnaround time for these estimates will be made on a case by case basis, depending upon the urgency of the legislative inquiry.

The contractor shall be prepared to provide information in response to DMV's requests for ad hoc reports as a result of administrative and/or legislative inquiries. The decision on turnaround time for these reports will be made on a case by case basis, depending upon the urgency of the inquiry. The contractor may also provide user level capability to produce these reports.

The contractor shall respond to maintenance and technical support calls or inquiries made by DMV. DMV will determine and assign the level of severity for the problem. Depending upon the severity of the problem, the average problem resolution response time in any calendar month of the contract shall be as follows:

Severity Level 1 is defined as urgent situations, when any part, portion, or module of the contractor's system is down and DMV is unable to use the contractor's system. The contractor's technical support staff shall accept DMV's call for assistance at the time DMV places the initial call. If such staff is not immediately available, the contractor shall return DMV's call within 30 minutes. The contractor shall resolve Severity Level 1 problems within four hours unless the contractor has notified DMV of the reason for the delay and DMV approves the delay.

Severity Level 2 is defined as a critical software system component(s) that has significant outages and/or failure precluding its successful operation. The contractor's system may operate but is severely restricted (for example, a frequently used subcommand gives an incorrect response). The contractor's technical support staff shall accept DMV's call for assistance at the time DMV places the initial call. If such staff is not immediately available, the contractor shall return DMV's call within one hour. The contractor shall resolve Severity Level 2 problems within six hours unless the contractor has notified DMV of the reason for the delay and DMV approves the delay.

Severity Level 3 is defined as a minor problem that exists with the contractor's system but the majority of the functions are still usable and some circumvention may be required to provide service (for example, an infrequently used subcommand gives an incorrect response). The contractor's technical support staff shall accept DMV's call for assistance at the time DMV places the initial call; however if such staff is not immediately available, the contractor shall return DMV's call on average within three hours. The contractor shall resolve Severity Level 3 problems as quickly as possible, which on average should not exceed one business day. The contractor shall notify DMV of any problem that exceeds one business day allowing DMV and the contractor to agree on an acceptable time frame for resolution.

Severity Level 4 is defined as a very minor problem or question that does not affect the contractor system's function (for example, the text of a message is worded poorly or misspelled). The contractor's technical support staff shall accept DMV's call for assistance at the time DMV places the initial call; however if such staff is not immediately available, the contractor shall return DMV's call within one business day. The contractor shall resolve Severity Level 4 problems as quickly as possible, which on average should not exceed two business days. The contractor shall notify DMV of any problem that exceeds one business day allowing DMV and the contractor to agree on an acceptable time frame for resolution.

General Assistance: For general hardware/software support/help desk calls not covered by the above severity level descriptions, the contractor's technical support staff shall accept DMV's call for assistance at the time DMV places the initial call; however if such staff is not immediately available, the contractor shall return DMV's call within one business hour .

On-site Response Time: DMV defines the on-site response time as the total elapsed time from when it has been mutually determined between the contractor and DMV that an on-site technician is necessary to resolve an issue/problem until the time when the contractor's qualified service technician is present on-site to perform the necessary maintenance/ support requirements.

Problem Resolution Response Time: DMV defines the problem resolution response time as the total elapsed time from when the contractor's qualified service technician has been contacted by DMV and the hardware/software error/nonconformity severity level has been determined until the time when the issue or problem has been fixed, tested, and verified as being resolved as reasonably determined by DMV in accordance with the aforementioned severity level provisions.

NOTE: The contractor shall not be liable for delayed delivery of goods or services to DMV, if the failure to perform the contract arises out of causes solely beyond the control of, and without the fault or negligence of the contractor.

The contractor shall provide a toll free telephone number to DMV for technical support.

For the duration of this contract, the system shall change/evolve to remain current and compatible with current state-of-the-art technology.

The contractor shall provide a method by which DMV can submit requests for software enhancements to be included in future versions/releases of the software.

On-site operators and DMV staff will perform reasonable preliminary troubleshooting before calling the contractor's help desk or client analyst(s).

APPENDIX A
PRISM Implementation Plan for Washington, DC

REGISTRATION REQUIREMENTS

Interstate Operations

1. Identify, collect and maintain the USDOT Number and Taxpayer Identification Number (TIN) for the Registrant and Motor Carrier responsible for the safe operation of each vehicle being registered.
2. Print and barcode the motor carrier information on the cab card if the motor carrier responsible for the safety of the vehicle is not expected to change during the registration year.
3. Validate the USDOT Number before adding any USDOT Number to the IRP/PRISM registration files.
4. Have the capacity to issue USDOT Numbers by online access to the MCMIS Database using standardized procedures.
5. Incorporate PRISM requirements in temporary authority processes.
6. Seek and implement authority to suspend, revoke or deny registration if the Motor Carrier responsible for safety of the vehicle is prohibited from interstate operations.
7. Seek and implement authority to retrieve plates from carriers whose registration has been suspended, revoked or denied based on PRISM sanctions. (In some states this authority must be procured separately from the previous requirement)
8. Check carrier safety status before issuing credentials and deny the registration if the motor carrier is prohibited from interstate operations.
9. Maintain/update the USDOT Number and TIN for the Motor Carrier responsible for the safe operation of each vehicle being registered and require an update to the MCS-150 information at both the registrant and vehicle levels if not updated within the past year, prior to issuing registration credentials.
10. Update the Local PRISM Target File nightly with registration information for vehicles assigned to motor carriers in MCSIP.
11. Provide the ability to query registration files by USDOT Number of the registrant and motor carrier responsible for safety in order to obtain registration records details.
12. Provide assistance to FMCSA in finding correct addresses of motor carriers by inquiring registration files.

13. Provide motor carrier law enforcement with a report that lists vehicles and registration data for all vehicles assigned to a specific carrier upon request by the safety investigator/compliance review officer.
14. Ensure PRISM training is provided to all appropriate staff.
15. Ensure PRISM information and training is provided to Motor Carriers and other interested parties.
16. Ensure all appropriate staff attends MCMIS training.

Intrastate Operations Option

Note: Review all interstate requirements for applicability

REGISTRATION REQUIREMENTS - DETAILS

REQUIREMENT 1 - IDENTIFY, COLLECT AND MAINTAIN THE USDOT NUMBER AND TIN FOR THE REGISTRANT AND MOTOR CARRIER RESPONSIBLE FOR THE SAFE OPERATION OF EACH VEHICLE BEING REGISTERED

Description

The carrier responsible for the safe operation of the vehicle will be identified at the time of registration. The principal objective is to establish the initial "link" between every vehicle registered and an entity that will be responsible for its safe operation during the registration year. This will enable the safety checks to be done during the registration process.

All PRISM actions are based on the actual safety performance of a motor carrier. Therefore, it is critical that all safety events (crashes, roadside inspections, etc.) be properly assigned to the motor carrier that was responsible for the safe operation of the vehicle at the time of the event. The linkage established by this requirement also provides for the proper assignment of these events.

The PRISM project created the concept of a "Default Motor Carrier". The Default Motor Carrier is defined as "the person responsible for assigning safety responsibility in cases where the motor carrier has not been properly identified or cannot be identified." In these cases, the Registrant will be used as the Default Motor Carrier and will be responsible for determining safety responsibility for safety events in question. If the Default Motor Carrier does not assign safety responsibility, then the events become a part of the Default Motor Carrier's safety record and the carrier's ability to register vehicles under PRISM may be adversely affected. In these cases, the registrant must have operating authority.

In addition to the USDOT number, all registrants must provide a TIN when completing an IRP application. A TIN may be a Federal Employer Identification Number (FEIN) or Social Security Number (SSN). A separate data field for the registrant's TIN and the TIN for the

carrier responsible for the safety of each vehicle must be included on the IRP Vehicle schedules to validate their correctness.

The IRP forms and screens need to be modified to collect the USDOT Number and TIN at both the registrant and the vehicle levels.

REQUIREMENT 2 – PRINT AND BARCODE THE MOTOR CARRIER INFORMATION ON THE CAB CARD IF THE MOTOR CARRIER RESPONSIBLE FOR THE SAFETY OF THE VEHICLE IS NOT EXPECTED TO CHANGE DURING THE REGISTRATION YEAR

Description

If the safety responsibility of the vehicle is not expected to change during the year, the cab card should reflect the carrier USDOT information at the vehicle level in the barcode and printed on the registration card. If the safety responsibility is expected to change, then the barcode and print should not have any information concerning safety responsibility. States must modify the forms and screens to include whether the carrier is expected to change during the registration year. Bar-coding improves the accuracy of information recorded at the roadside and speeds up the inspection process.

States must follow the PRISM Cab Card Bar Code Specifications.

Tasks

1. State will modify the IRP forms (Schedules A and C) to:
 - Include the USDOT Number and TIN of the Registrant at the Registrant level.
 - Include the USDOT Number and TIN of the carrier responsible for safety at the vehicle level.
 - if short term leased (<30 days), record the USDOT Number and TIN of the Registrant at the vehicle level (i.e., default carrier).
 - if long term lease (>29 days), the USDOT Number and TIN of the actual motor carrier responsible for safety should be identified and recorded at the vehicle level.
 - Include a Yes-No field to indicate whether the carrier is expected to change during the registration period.
 - if the carrier responsible for safety is expected to change during the year, the indicator should be set to Y (yes means no bar coded information of the carrier responsible for safety on the cab card since the carrier responsible for safety is expected to change)
 - if the carrier responsible for safety is not expected to change during the year, the indicator should be set to N (no means bar code the carrier information on the cab card)

2. State will modify screen formats to capture:
 - The USDOT Number and TIN at the vehicle and registrant levels.

- The indicator (Y-N) of whether the carrier is expected to change during the registration period.
 - if the carrier responsible for safety is expected to change during the year, the indicator should be set to Y (yes means no bar coded information of the carrier responsible for safety on the cab card since the carrier responsible for safety is expected to change)
 - if the carrier responsible for safety is not expected to change during the year, the indicator should be set to N (no means bar code the carrier information on the cab card)

- 3. State will modify the IRP files to store:
 - The USDOT Number and TIN at the vehicle and registrant levels.
 - The indicator (Y-N) of whether the carrier is expected to change during the registration period.

- 4. State will deny the registration if the required information is not provided.

- 5. State will barcode the USDOT Number, name and mailing address at the vehicle level, if motor carrier is not expected to change during the registration period. State will barcode using the PRISM bar code specifications. A complete list of data elements for the bar code is included in the *PRISM Cab Card Bar Code Specifications*.

Tasks	
	Modify the IRP forms (Schedules A and C) to: <ul style="list-style-type: none"> ▪ Include the USDOT Number and TIN of the Registrant at the Registrant level. ▪ Include USDOT Number and TIN of the carrier responsible for safety at the vehicle level. <ul style="list-style-type: none"> ▪ if short term leased, record the USDOT Number and TIN of the Registrant at the vehicle level (i.e., default carrier). ▪ if long term lease, the USDOT Number and TIN of the actual motor carrier responsible for safety should be identified and recorded at the vehicle level. ▪ Include a Yes-No field to indicate whether the carrier is expected to change during the registration period. <ul style="list-style-type: none"> ▪ if the carrier responsible for safety is expected to change during the year, the indicator should be set to Y ▪ if the carrier responsible for safety is not expected to change during the year, the indicator should be set to N
	Modify screen formats to capture: <ul style="list-style-type: none"> ▪ The USDOT Number and TIN at the vehicle and registrant levels. ▪ The indicator (Y-N) of whether the carrier is expected to change during the registration period. <ul style="list-style-type: none"> ▪ if the carrier responsible for safety is expected to change during the year, the indicator should be set to Y (yes means no bar coded information of the carrier responsible for safety on the cab card)

	<ul style="list-style-type: none"> ▪ if the carrier responsible for safety is not expected to change during the year, the indicator should be set to N (no means bar code the carrier information on the cab card)
	Modify the IRP Files to store: <ul style="list-style-type: none"> ▪ The USDOT Number and TIN at the vehicle and registrant levels. ▪ The indicator (Y-N) of whether the carrier is expected to change during the registration period.
	Deny the registration if the required information is not provided.
	Barcode USDOT Number, name and mailing address at vehicle level, if the carrier is not expected to change during the registration period. Barcode using the PRISM bar code specifications

REQUIREMENT 3 - VALIDATE THE USDOT NUMBER BEFORE ADDING ANY USDOT NUMBER TO THE IRP REGISTRATION FILES

Description

The State needs the ability to verify the USDOT numbers presented by the registrant during the registration process. This is done by matching the information provided by the registrant against a file containing the carrier information using the method selected in this requirement. The primary purpose of the transaction is to confirm the USDOT Number presented by the registrant. For the barcode on the cab card, the name and mailing address of the carrier responsible for safety is also obtained with this transaction. It is expected that most inquiries will be completed successfully by accessing the information on the file alternatives listed in this requirement. If no match is found using this process, or if the information is inadequate, the State must initiate the second level of validation through a MCMIS Search.

The inquiry to “validate” the USDOT Number should be made without any operator intervention by having the State system take input data, make an inquiry on its “validation database” and evaluate the result. This would involve using the USDOT Number as the primary search key, retrieve a record and compare the stored TIN to the input TIN and if equal, the record is considered to be “validated” at the first step. The validation program should also error USDOT numbers that are intrastate only and also those that are inactive. The intrastate numbers must be changed to be authorized for interstate operations and the inactive must be made active after FMCSA approval. If the validation does not encounter any of these situations, then the operator should not be stopped from continuing through the registration system process. If any part of the “validation process” fails, the operator should be notified with an error message so that the input data can be checked that it was correctly entered and other corrective actions are taken as needed.

The District must select a method to validate the USDOT Number. This can be accomplished by the state receiving a Local PRISM Census Target File.

Tasks

1. Select a method to validate the USDOT Numbers of registrants and carriers responsible for safety.
 - A. Use a Local PRISM Census File to perform initial validations. The Local PRISM Census File is a subset of the MCMIS Census File.
 - (1) State will make arrangements with the PRISM Central Site (PrismTechnicalSupport@volpe.dot.gov) to receive the Local PRISM Census File and daily updates.
 - (2) State will develop the programs necessary to load the initial Local PRISM Census File when the file is received.
 - (3) State will develop the programs necessary to retrieve the daily PRISM Census File Updates from the Volpe SFTP Site.
 - (4) State will develop the programs necessary to correctly process the daily Local PRISM Census File Updates.
 - (5) State will contact the Prism Central Site to arrange for a refreshed Local PRISM Census File prior to entering production.
 - B. Use a Local PRISM Target File database to perform initial validations
 - (1) State will contact the SAFER Help Desk to arrange for distribution of a Local PRISM Target File database.
 - (2) State will arrange with the SAFER Help Desk for carrier updates to the data of its Local PRISM Target File database.
 - C. Use SAFER Carrier/Census Web Services to perform initial validations
 - (1) State will contact SAFER Help Desk to arrange for access to SAFER Web Services
2. State will develop the program(s) for users to submit an inquiry to the selected validation database and to receive the appropriate response.
3. State will establish VPN or AAMVAnet access to the MCMIS database to make an inquiry to validate the USDOT Number when no match is found from using a local database.
4. State will develop procedures to reject the application if a match with the USDOT Number is “not found” or if the input TIN does not match the TIN on the stored record after checking MCMIS.

Task	
	<p><u>Use a Local PRISM Census/Target File to perform initial validations. The Local PRISM Census/Target File is a subset of the MCMIS Census File.</u></p> <ul style="list-style-type: none"> ➤ Make arrangements with the PRISM Central Site (PrismTechnicalSupport@volpe.dot.gov) to receive the Local PRISM Census File and daily updates. ➤ Develop the programs necessary to load the initial Local PRISM Census File when the file is received. ➤ Develop the programs necessary to retrieve the daily PRISM Census File Updates from the Volpe SFTP Site. ➤ Develop the programs necessary to correctly process the daily Local PRISM Census File Updates. ➤ Contact the Prism Central Site to arrange for a refreshed Local PRISM Census File prior to entering production.
	<p>Develop the program(s) for users to submit an inquiry to the selected validation database and to receive the appropriate response.</p>
	<p>Establish VPN or AAMVAnet access to the MCMIS Database and make an inquiry to validate the USDOT Number for those occasions when no match occurs.</p>
	<p>Develop procedures to reject the application if a match with the USDOT Number is “not found” or if the input TIN does not match the TIN on the stored record.</p>

REQUIREMENT 4 - HAVE THE CAPACITY TO ISSUE USDOT NUMBERS BY ONLINE ACCESS TO THE MCMIS DATABASE USING STANDARDIZED PROCEDURES

Description

Since the registrant and motor carrier must have a USDOT Number in order to register the vehicles, the State must be able to issue the numbers quickly. The registrant cannot wait for the FMCSA to issue the numbers.

After the District makes a motor carrier name inquiry to the MCMIS Database to ensure that the motor carrier has never been issued a USDOT Number, the State should use the direct update facility to enter the critical information from the MCS-150 and MCS-150A forms which is sufficient to issue the USDOT Number. The State may then choose to enter the remaining information or forward the MCS-150 and MCS-150A forms to FMCSA Headquarters for entry.

Note: The MCS-150A is not required for those persons who have an entity type on the MCMIS database of registrant, shipper, or intrastate – It is required for persons with an entity type on the MCMIS database of carrier making application for the first time.

Tasks

1. State will directly enter the critical information from the MCS-150 and MCS-150A (if applicable) on the MCMIS Census File. MCMIS will issue a USDOT Number.
2. State will choose to enter the remaining information into MCMIS

OR

forward the MCS-150 and MCS-150A forms to FMCSA Headquarters for entry.

Note: Carriers may secure their own USDOT Numbers by making an inquiry to www.safer.fmcsa.dot.gov, fill out the forms, provide a credit card for identification purposes only (the carrier will not be charged for this transaction) and the carriers will receive their USDOT Numbers and PINs (Personal Identification Number) to be used when subsequently updating their MCS-150 information.

3. Alternative - District will require carriers and registrants to obtain their USDOT Numbers on line directly from MCMIS. When this alternative is selected, tasks 1 and 2 above no longer apply.

Option - District will provide terminals for registrants to use to obtain USDOT numbers online from MCMIS.

Task	
	Directly enter the critical information from the MCS-150 and MCS-150A form on the MCMIS Census File and MCMIS will issue a USDOT Number.
	Enter the remaining information into MCMIS
N/A	Alternative- Require carriers and registrants to obtain their USDOT Numbers on line directly from MCMIS.
N/A	Option - Provide terminals for registrants to use to obtain USDOT numbers online from MCMIS. (PC @ \$2,000- Workstation @\$500)

REQUIREMENT 5 - INCORPORATE PRISM REQUIREMENTS IN TEMPORARY AUTHORITY PROCESSES

Description

When the State grants temporary registration to a registrant, the registrant must be held accountable for safety events that occur under that temporary registration. Therefore, the State must be able to incorporate PRISM requirements into the temporary authority processes. In most cases, this is simply a matter of making sure that vehicles and carriers with temporary authority are not excluded from PRISM processes.

Tasks

1. State will add the USDOT Number, name and mailing address for the carrier responsible for safety if it is not expected to change to the temporary form.
2. If State automates the temporary process, it will verify its IRP Software insures USDOT Numbers are captured and validated and safety checks are performed before the temporary authority is issued to a vehicle.

Option:

State will barcode the USDOT Number, name and mailing address at the vehicle level, if motor carrier is not expected to change during the registration period. State will barcode using the PRISM bar code specifications. A complete list of data elements for the bar code is included in the *PRISM Cab Card Bar Code Specifications*.

Task	
	Add the USDOT Number, name and mailing address of the carrier responsible for safety to the temporary form.
	If applicable, verify IRP Software captures and validates the USDOT Numbers and safety checks are performed before temporary authority is issued to a vehicle
	Option: Barcode USDOT Number, name and mailing address at vehicle level, if the carrier is not expected to change during the registration period. Barcode using the PRISM bar code specifications

REQUIREMENT 6 - SEEK AND IMPLEMENT AUTHORITY TO SUSPEND, REVOKE OR DENY REGISTRATION IF THE MOTOR CARRIER RESPONSIBLE FOR SAFETY OF THE VEHICLE IS PROHIBITED FROM INTERSTATE OPERATIONS

Description

States need legal authority to enforce PRISM registration sanctions (suspension, revocation and denial) for carriers that have been prohibited from interstate operations. Some states will need specific legislation enabling the enforcement of PRISM registration sanctions. Some states may be able to handle PRISM registration sanctions with administrative rule changes instead of procuring legislative authority. States must make sure that, according to their own state statutes, they have the legal ability to make PRISM registration sanctions.

States need to ensure the legislation allows sanctions to be maintained when the carrier simply changes the name and TIN to avoid sanctions. States may also choose to ensure that an intrastate plate cannot be obtained when the interstate plate is suspended.

Each state must decide the legal issues based on individual state statutes.

REQUIREMENT 7 – SEEK AND IMPLEMENT AUTHORITY TO RETRIEVE PLATES FROM CARRIERS WHOSE REGISTRATION HAS BEEN SUSPENDED, REVOKED OR DENIED BASED ON PRISM SANCTIONS.
 (IN SOME STATES THIS AUTHORITY MUST BE PROCURED SEPARATELY FROM THE PREVIOUS REQUIREMENT)

Description

In some states, the authority for law enforcement to actually retrieve plates from carriers who have received PRISM registration sanctions must be procured separately from the authority discussed in the previous requirement. As with requirement 6, each state must decide the legality of this issue based on individual state statutes and seek legislative authority or change administrative rules to retrieve plates if it is necessary.

Tasks

1. If necessary, State will draft legislation and present to its legislature or make changes to administrative rules to allow (and maintain) sanctions for registrations based on Federal out-of-service orders. Note: State might consider also prohibiting the acquisition of an intrastate registration when a federal out-of-service order is issued.
2. Registration Office will issue a State Suspension Notice for all vehicles assigned to motor carriers that have been prohibited by a federal agency from conducting interstate operations. Note: State should insure this suspension can remain in effect even if the carrier changes his name and/or USDOT number to avoid sanctions.
3. State will establish sanction codes on its IRP file for a Federal out-of-service order. In addition, if NLETS messages obtain registration information for IRP records from the state’s legacy system, then the state must also establish a code on this system as well for the Federal out-of-service order and modify the NLETS response to include the sanction information.

Task	
	Review legislation and present to legislature or make changes to administrative rules.
	Registration will issue a Suspension Notice for all vehicles assigned to a motor carrier that has been prohibited by a federal agency from conducting interstate operations.
	Establish sanction codes on the IRP file for a Federal out-of-service order. In addition, if NLETS messages obtain registration information for IRP

	records from the District's legacy system, then establish a code on this system as well for the Federal out-of-service order and modify the NLETS response to include the sanction information.
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Note: Sanctions on IRP and on Flat File for NLETS – decoded

REQUIREMENT 8 - CHECK CARRIER SAFETY STATUS BEFORE ISSUING CREDENTIALS AND DENY THE REGISTRATION IF THE MOTOR CARRIER IS PROHIBITED FROM INTERSTATE OPERATIONS

Description

One of the most important PRISM functions is checking during the renewal process to make sure the motor carrier responsible for safety has not been ordered to discontinue interstate operations by FMCSA. This is accomplished by checking the safety status when processing IRP registrations. The MCSIP Step of the carrier responsible for safety of every vehicle must be checked prior to completing the processing and issuing credentials. In addition, the vehicle identification number (VIN) of each vehicle must be checked to determine if the vehicle is assigned to a MCSIP Carrier who is prohibited from interstate operations or if the vehicle is suspended or revoked by another PRISM jurisdiction.

The checks should be performed automatically without any operator intervention. This could be accomplished by capturing the input data and doing a VIN inquiry on all vehicles to ensure that they are not listed on the Local PRISM Target File as being assigned for safety to a Carrier whose MCSIP Step would preclude registration (See Appendix A of the PRISM System Specifications). If they are not listed, then the registration system processing would not be stopped. If the carrier responsible for safety does have a MCSIP step that would preclude registration, the operator should be flagged and when legislation permits, stopped from processing unless overridden.

Tasks

1. The State will determine if the PRISM Target File should be maintained locally for inquiry, inquiry will be done through an Internet inquiry to FMCSA's Query Central, or an inquiry will be made to the State CVIEW.
 - A. For maintaining a local PRISM Target File,
 - (1) State will coordinate with the PRISM Central Site (PrismTechnicalSupport@volpe.dot.gov) to receive a copy of the Local PRISM Target File on a nightly basis.
 - (2) State will develop program(s) to download the file from the Volpe SFTP Site and load the file on the State system.
 - (3) State will develop the program(s) necessary to provide for inquiry capability into the Local PRISM Target File

OR

- B. For Internet inquiry to FMCSA’s Query Central,
 - (1) State will contact fmctechsup@volpe.dot.gov for procedures necessary to make inquiries of Query Central.

OR

- C. For inquiry into State’s CVIEW
 - (1) State will contact the SAFER Help Desk to arrange for distribution of the CVIEW database and a subscription to PRISM’s Targeted Vehicle File.
 - (2) State will arrange with the SAFER Help Desk for appropriate daily carrier and/or daily vehicle updates to the data of its CVIEW database.

2. The State will check the safety status on each IRP registration or renewal by making an inquiry by using the method selected above to ensure that the carrier responsible for safety of every vehicle does not have an order prohibiting interstate operations (MCSIP steps 54-66.)
3. State will perform a VIN inquiry and check the Carrier Safety Status for each vehicle being registered.
4. State will deny registration or renewal to any carrier whose safety status (MCSIP Step) will not permit renewal when legislation permits. (Either manually or programmatically maintains this information to report to FMCSA)
5. When there is a match but the registrant proves the vehicle is no longer associated with the OOS carrier, State will email VOLPE to remove the VIN from the target file.

Option: For reporting the suspension, revocation and denial information to FMCSA each quarter, the state may choose to automate the collection of the information.

Task	
	For maintaining a Local PRISM Target File, <ul style="list-style-type: none"> (1) Coordinate with the PRISM Central Site (PrismTechnicalSupport@volpe.dot.gov) to receive a copy of the Local PRISM Target File on a nightly basis. (2) Develop program(s) to download the file from the Volpe SFTP Site and load the file on the District system. (3) Develop the program(s) necessary to provide for inquiry capability into the Local PRISM Target File
	Check the carrier safety status on each IRP Registration or renewal by making an inquiry using the method selected above to ensure that the carrier responsible for safety of every vehicle does not have an order prohibiting interstate operations (MCSIP steps 54-66.)
	Perform a VIN inquiry and check the Carrier Safety Status for each vehicle being registered.
	Deny registration or renewal to any carrier whose safety status MCSIP step

	will not permit renewal when legislation permits. (Either manually or programmatically maintain this information to report to FMCSA)
	When there is a match but the registrant proves the vehicle is no longer associated with the OOS carrier, email VOLPE to remove the VIN from the Local PRISM Target File.
	Option: For reporting the suspension, revocation and denial information to FMCSA each quarter, the District may choose to automate the collection of the information.

REQUIREMENT 9 –MAINTAIN/UPDATE THE USDOT NUMBER AND TIN FOR THE MOTOR CARRIER RESPONSIBLE FOR THE SAFE OPERATION OF EACH VEHICLE BEING REGISTERED AND REQUIRE AN UPDATE TO THE MCS-150 INFORMATION AT BOTH THE REGISTRANT AND VEHICLE LEVELS IF NOT UPDATED WITHIN THE PAST YEAR, PRIOR TO ISSUING REGISTRATION CREDENTIALS

Description

The Federal Motor Carrier Safety Regulations require motor carriers to update their MCS-150 census information every 24 months. The current and accurate census information obtained through these updates provides for more accurate identification and targeting of high-risk motor carriers.

By requiring motor carriers who have not updated their MCS-150 data within the past year to update at IRP renewal time, PRISM serves as a mechanism to ensure motor carriers do not let their census data expire. This requirement ensures a motor carrier's census data will not exceed 24 months old during the registration period.

Registrants are required to update the information directly on MCMIS or on the renewal and verify (through a signature) that the information is true and accurate. When updates to the MCS-150 information are received with the renewals each year, it is necessary for the updated information to be entered into the MCMIS Census File. This updated information will then be sent to each PRISM State through the daily updates to the PRISM Census File. If the State bar codes the registration cab card, the State must also update the local census file or Local PRISM Target File with the name and mailing address changes of the carrier responsible for safety.

Information is considered current if the information requested on the MCS-150 form has been updated on MCMIS within one year prior to the beginning of the IRP registration year. (This is also less than two years earlier than the last day of the new registration period which satisfies the Federal requirement for carriers to update this information biennially)

Revalidation of the USDOT Numbers on renewals must also be accomplished. Because the status of the USDOT Number can change from interstate to intrastate, from active to inactive, and from an authority status to a “registrant only,” the USDOT Number must be re-validated at the time of each renewal.

Tasks

1. State will coordinate with the PRISM Central Site (PrismTechnicalSupport@volpe.dot.gov) for instruction on downloading the MCS-150 File from the Volpe SFTP Site for the renewal after collecting the USDOT Numbers. The MCS-150 File is needed for the printing of the renewal package. The MCS-150 File at the Volpe SFTP Site is refreshed monthly.
2. State will download the MCS-150 File from the Volpe SFTP Site or use the State Local PRISM Target File and develop an inquiry capability as required to support its IRP Renewal processing

OR

Use a Local PRISM Target File to receive MCS150 information for renewal.

3. State will print the Web site address on the renewal package for the registrants/carriers to update the census information - www.safer.fmcsa.dot.gov
4. State will print the MCS – 150 update date(s) (from the local census file or Local PRISM Target File) on the renewal package as information for the registrants/carriers. State will also store or update this date(s) on the registration file for the IRP operator.
5. State will require the registrants and carriers to update the MCS – 150 information if the last update date is more than one year prior to the first day of the new registration period.

Option 1

State will require the registrants and carriers to update the MCS 150 information directly through the safer.fmcsa.dot.gov web site, (Tasks 1 and 2 above no longer apply)

Option 2

Print the census information from the MCS-150 file for the USDOT Numbers that have a MCS-150 update date which is more than one year prior to the first day of the new registration period. In this case, the carrier is required to update MCMIS directly or supply updated information with the renewal.

Note: Even if District does not require the registrant/carrier to update directly **on** MCMIS, District should strongly encourage the carriers to do so. As more carriers update on-line, fewer MCS – 150s will have to be processed.

Note: In both of these methods, if a carrier has updated the information through the FMCSA directly or by updating through another PRISM state registration within one year prior to the beginning of the renewal period for which the registrant is now registering, additional updates do NOT need to be collected again at this time.

6. State will modify the IRP automated renewal form to:
 - Include the USDOT Number and TIN of the Registrant at the Registrant level.

- Include the USDOT Number and TIN of the carrier responsible for safety at the vehicle level.
 - Include a Yes-No field to indicate whether the carrier is expected to change during the registration period.
7. *When responses to the Renewal Invitation are received, the IRP operator will begin the renewal process. The programming should check the IRP file MCS – 150 dates for those dates that are not current. If not current, the programming should check the local census file or Local PRISM Target File to determine if the MCS 150 update date for all USDOT Numbers on the fleet at the time of the renewal is current. If so, the regular IRP processes should continue. If the date(s) is not within one year prior to the beginning of the new renewal period, the registration application should be rejected unless an update of the information is attached to the application.*
 8. *The programming should also check to be sure the USDOT Numbers are still authorized as interstate numbers, are active and that the entity type has not been changed to “R.”*
 9. The District must update the local census file or Local PRISM Target File with the name and mailing address changes of the carrier responsible for safety. The State also will directly update the MCMIS Census File with name and address changes. If the changes do not include an update to the name or address, District may either directly update MCMIS or may send the MCS – 150 information to FMCSA for data entry.

Task	
	Renewals are staggered quarterly. Coordinate with the PRISM Central Site to be able to download the MCS-150 File. (ACS is already getting the MCS150 from Volpe)
	Download the MCS-150 File from the Volpe SFTP Site and develop an inquiry capability as required to support its IRP Renewal processing
	Print the Web site address on the renewal package for the registrants/carriers to update the census information - www.safer.fmcsa.dot.gov .
	Print the MCS – 150 update date(s) from the local census file or Local PRISM Target File on the renewal package as information for the registrant/carriers. Store this date(s) on the registration file for the IRP operator.
	Option 1 Require the registrants and carriers to update the MCMIS information if the last update date is more than one year prior to the first day of the new registration period. (This is also more than two years earlier than the last day of the new registration period which satisfies the Federal requirement for carriers to update this information biennially)

	<p>Option 2</p> <p>Print the census information from the MCS-150 file for the USDOT Numbers that have a MCS-150 update date which is more than one year prior to the first day of the new registration period. In this case, the carrier is required to update MCMIS directly or supply updated information with the renewal.</p>
	<p>The State will modify the IRP automated renewal form to:</p> <ul style="list-style-type: none"> ▪ Include the USDOT Number and TIN of the Registrant at the Registrant level. ▪ Include the USDOT Number and TIN of the carrier responsible for safety at the vehicle level. ▪ Include a Yes-No field to indicate whether the carrier is expected to change during the registration period.
	<p>When responses to the Renewal Invitation are received, the IRP operator will begin the renewal process. The programming should check the IRP file MCS – 150 date for those dates that are not current. If not current, the programming should check the local census file or Local PRISM Target File to determine if the MCS 150 update date for all USDOT Numbers on the fleet at the time of the renewal is current. If so, the regular IRP processes should continue. If the date(s) is not within one year prior to the beginning of the new renewal period, the registration application should be rejected unless an update of the information is attached to the application.</p>
	<p>Program to check to be sure the USDOT Numbers are still authorized as interstate numbers, are active and that the entity type has not been changed to “R.”</p>
	<p>The District must update the local census file or Local PRISM Target File with the name and mailing address changes of the carrier responsible for safety. The District also will directly update the MCMIS Census File with name and address changes. If the changes do not include an update to the name or address, the District may either directly update MCMIS or may send the MCS – 150 information to FMCSA for data entry.</p>

REQUIREMENT 10 - UPDATE THE PRISM TARGET FILE NIGHTLY WITH REGISTRATION INFORMATION FOR VEHICLES ASSIGNED TO MOTOR CARRIERS IN MCSIP.

Description

The District must possess the capability of providing the PRISM Vehicle File on a nightly basis to the PRISM Central Site. If not using a Local PRISM Target File, the District will download the PRISM Carrier File from the Volpe SFTP Site. Using the USDOT Number from the PRISM Carrier File, the District will create the PRISM Vehicle File that contains the most recent registration information on each vehicle assigned to a motor carrier in MCSIP. The District will create and send their PRISM Vehicle File to the Volpe SFTP Site

every business night. The PRISM Central Site will combine all PRISM Vehicle Files each business night to update the PRISM Local PRISM Target File.

For State using a Local PRISM Target File to send all IRP vehicles (original and modifications to registration) to SAFER, this requirement is met. However, Timeframes and Estimated Costs are still required.

Tasks

1. State will retrieve the PRISM Carrier File from the Volpe SFTP Site.
2. State will develop program(s) to load PRISM Carrier File.
3. State will develop program(s) to retrieve the most current vehicle and registration information for all vehicles assigned to carriers on the Carrier File on a daily basis.
4. State will develop program(s) to send PRISM Vehicle File to the Volpe SFTP Site every business night according to a published schedule.

OR

State will use a Local PRISM Target File to send all changes to IRP vehicle and registration data to SAFER on a daily basis. State must actively maintain the status code of all records.

5. State will create a report from the District’s PRISM vehicle file or a Local PRISM Target File of vehicles associated with an OOSO carrier for the IRP manager/supervisor.
6. District IRP manager/supervisor will check with FMCSA Division concerning suspension of these vehicles.

Task	
	Retrieve the PRISM Carrier File from the Volpe SFTP Site. Develop program(s) to load PRISM Carrier File. Develop program(s) to retrieve the most current vehicle and registration information for all vehicles assigned to carriers on the Carrier File on a daily basis. Develop program(s) to send PRISM Vehicle File to the Volpe SFTP Site every business night according to a published schedule.
	Create a report from the District’s PRISM Vehicle File of vehicles associated with an OOSO carrier for the IRP manager/supervisor
	IRP manager/supervisor will check with FMCSA concerning suspension of these vehicles.

REQUIREMENT 11 - PROVIDE THE ABILITY TO QUERY REGISTRATION FILES BY USDOT NUMBERS OF THE REGISTRANT AND MOTOR CARRIER RESPONSIBLE FOR SAFETY_IN ORDER TO OBTAIN REGISTRATION RECORDS DETAILS

Description

The State must possess the ability to query the State Registration Files by registrant (USDOT Number) and motor carrier responsible for safety (USDOT Number.)

Task

1. State will develop the program(s) to make inquiries to the State Registration files in the following manner:
 - For registrant by USDOT Number
 - For motor carrier responsible for safety by USDOT Number

Task	
	Develop program(s) to provide the capability to make inquiries to Registration files in the following manner: For registrant by USDOT Number For motor carrier responsible for safety by USDOT Number

REQUIREMENT 12 - PROVIDE ASSISTANCE TO FMCSA IN FINDING CORRECT ADDRESSES OF MOTOR CARRIERS BY INQUIRYING REGISTRATION FILES

Description

When FMCSA mails out letters and they are "returned undeliverable"; FMCSA will contact the State to assist in determining a correct address. The State must be able to access its registration files and provide FMCSA with the carrier's most recent address. When a current address is not available, State registration must coordinate with FMCSA Division and assist in procuring the correct mailing address for the carrier. When the correct address is determined, the State should update the MCMIS Census File.

Tasks

1. Contractor personnel must be capable of accessing the State's Registration files to provide a carrier's most recent address.
2. When the correct address is not available, the District will make resources available to coordinate research efforts with FMCSA Division.

Option: Provide direct access to FMCSA

Task	
	Provide personnel access to the Registration files to provide the most recent carrier address
	Make resources available to coordinate researching of correct addresses with FMCSA Division.

REQUIREMENT 13 - PROVIDE MOTOR CARRIER LAW ENFORCEMENT WITH A REPORT THAT LISTS VEHICLES AND REGISTRATION DATA FOR ALL VEHICLES ASSIGNED TO A SPECIFIC CARRIER UPON REQUEST BY THE SAFETY INVESTIGATOR/COMPLIANCE REVIEW OFFICER

Description

Upon request, the State will provide Motor Carrier Enforcement with a list of vehicles and registration data for all vehicles assigned to a specific motor carrier from the State Registration files. This will assist Motor Carrier Enforcement in conducting compliance reviews.

Task

1. The District will provide a list of vehicles and registration data for vehicles assigned to a specific carrier to assist Enforcement in the conduct of compliance reviews when requested by the CR officer.

Task	
	Provide a list of vehicles and registration data for vehicles assigned to a specific carrier to assist Enforcement in the conduct of compliance reviews when requested.

REQUIREMENT 14 - ENSURE PRISM TRAINING IS PROVIDED TO ALL APPROPRIATE STAFF

Description

When a State enters the PRISM process, there are several changes made in the State's IRP processing. There are changes in numerous forms and additional computer information is available and required to be used during the IRP processing. Moreover, registration actions may be taken against a registrant or motor carrier based on their safety performance in PRISM. To ensure a thorough understanding of the changes due to the PRISM process, all employees connected with IRP processing should be fully briefed on PRISM and those

employees whose procedures are changed must be trained on the new procedures. A companion document, the *PRISM Procedural Manual*, contains detailed information on the changes that are required to implement PRISM. Areas and methods to train are noted with detailed descriptions and examples. A brochure, describing PRISM, has also been developed by FMCSA and is helpful with this training requirement.

Tasks

1. State will identify all changes in forms, data entry processes, and procedural changes in processing registration applications.
2. Contractor will develop the training course for staff. (FMCSA has developed a generic package that can be customized by the state.)
3. District will identify those persons required to complete training and will schedule the training to be completed prior to the implementation of PRISM.

Tasks	
	Identify all changes in forms, data entry, and procedural changes in processing registration applications.
	Develop the training courses for staff.
	Identify those persons required to complete training and schedule the training to be completed.

REQUIREMENT 15 - ENSURE PRISM INFORMATION AND TRAINING ARE PROVIDED TO MOTOR CARRIERS AND OTHER INTERESTED PARTIES

Description

To ensure that Motor Carriers and others understand the changes involved in the PRISM Program, the State will need to provide information to Motor Carriers prior to the implementation of PRISM by modifying the IRP manual and customizing other methods to ensure the carriers and others are informed. This could include developing a training brochure, and/or a newsletter and conducting training classes. The *PRISM Procedural Manual* and the PRISM brochure developed by FMCSA can be useful tools in this training program development.

Tasks

1. District will make a PRISM Addendum to the District IRP Manual/Carrier to be included in the renewal package.
2. District will customize additional formats to inform carriers and other interested parties of the PRISM program and how it affects the motor carrier. This could include the following suggested items:

- State will develop a PRISM Training brochure for use in the Motor Carrier PRISM Training Course.
- State will develop a Motor Carrier Notification or Newsletter publication in conjunction with the Motor Carrier PRISM Training Course.
- State will develop, schedule and conduct the Motor Carrier PRISM Training Course.
- A press release covering PRISM for release to the news media when implementing PRISM.

Tasks	
	Make a PRISM Addendum to the IRP Manual.
	Develop a PRISM Training Brochure for use in the Motor Carrier PRISM Training Course.
	Update Newsletter in conjunction with the Motor Carrier PRISM Training Course.
	Develop, schedule and conduct the PRISM Motor Carrier Training Course.
	Prepare a press release covering PRISM for release to the news media when implementing PRISM.

REQUIREMENT 16 - ENSURE ALL APPROPRIATE STAFF ATTEND MCMIS TRAINING

Description

States must ensure that all appropriate staff attends MCMIS training. (One day in Washington, DC or with FMCSA Division Office.) This is essential for understanding MCMIS, its update requirements and the inquiry capability that is available.

Tasks

1. District will contact FMCSA to arrange for MCMIS training for appropriate staff.
2. District will send the appropriate persons to FMCSA in DC or to the Division Office for MCMIS training.

Task	
	Contact FMCSA to arrange for MCMIS training for all appropriate staff.
	Send the appropriate persons to FMCSA in DC or to the Division Office for MCMIS

Intrastate Operations Option

The State may decide to include intrastate carriers in PRISM. If the State chooses to include the intrastate carriers, all the previous requirements for implementation of the interstate carriers should be reviewed for applicability to the intrastate operation.

ENFORCEMENT REQUIREMENTS

1. Seek authority to stop and inspect vehicles based on the safety fitness of the motor carrier assigned to the vehicle. This requirement applies specifically to *probable cause* states.
2. Provide the ability to identify vehicles assigned to carriers in MCSIP and give these vehicles priority for inspection.
3. States must coordinate picking up plates with FMCSA Division Office.
4. Implement procedures to determine how to correct the unassigned or incorrectly assigned safety events.
5. Ensure PRISM training is provided to all enforcement officers.
6. Provide authority for joint issuance (Federal and state) of the warning letter.
7. Improve the quality and completeness of data.

Compliance Review Option

1. If a state has chosen to perform the compliance reviews, collect motor carrier vehicle registration data during compliance reviews that may result in a future order to discontinue interstate operations.

ENFORCEMENT REQUIREMENTS - DETAILS

REQUIREMENT 1 - SEEK AUTHORITY TO STOP AND INSPECT VEHICLES BASED ON THE SAFETY FITNESS OF THE MOTOR CARRIER ASSIGNED TO THE VEHICLE. THIS REQUIREMENT APPLIES SPECIFICALLY TO PROBABLE CAUSE STATES

Description

In PRISM states, enforcement resources are focused on carriers with the worst safety records. Therefore, vehicles that are registered to carriers in MCSIP are given priority at roadside for safety inspections. States that have adopted *Probable Cause* statutes may need to seek special legislative authority in order to be able to target stop and inspect such vehicles.

1. State will draft legislation and present to legislature.

Task	
	Draft legislation and present to legislature. Proposed implementation date

REQUIREMENT 2 - PROVIDE THE ABILITY TO IDENTIFY VEHICLES ASSIGNED TO CARRIERS IN MCSIP AND GIVE THESE VEHICLES PRIORITY FOR INSPECTION

Description

The PRISM Local Target File contains information on all motor carriers in MCSIP and the vehicles assigned to those carriers. Enforcement personnel access the PRISM Local PRISM Target File to assist them in making decisions on which vehicles to inspect. Targeted vehicles receive more enforcement attention while non-targeted vehicles receive less scrutiny. Targeted Carrier or Vehicle data can be accessed through FMCSA’s Query Central, NLETS or a copy of the Local PRISM Target File or a Local PRISM Target File can be maintained locally by a state. The State must decide how they will identify vehicles in MCSIP.

Tasks

1. State will select method and will develop program(s) to support inquiry capability for targeted carriers and vehicles by USDOT Number, Plate Number/Jurisdiction or VIN) for law enforcement.
 - a. Internet inquiry to FMCSA’s Query Central (contact FMCSA Technical Support Help Desk - Email: fmctechsup@volpe.dot.gov)

AND/OR

- b. NLETS for the NLETS Carrier and Vehicle Status Request/Response. (See PRISM System Specifications Section 6.4 and Appendix A)

AND/OR

- c. Local Inquiry to the Local PRISM Local Target File (contact PRISM Technical Support – email to: PRISMTechnicalSupport@volpe.dot.gov).

AND/OR

- d. Local inquiry to a Local PRISM Target File (contact FMCSA Technical Support Help Desk - Email: fmctechsup@volpe.dot.gov)

Task	
	Develop program(s) to support inquiry capability through: Internet inquiry to FMCSA’s Query Central AND/OR
	NLETS for the NLETS Carrier and Vehicle Status Request/Response

REQUIREMENT 3 - STATE MUST COORDINATE PICKING UP PLATES WITH FMCSA DIVISION OFFICE

When a motor carrier has been prohibited by a federal agency from conducting interstate operations and State registration has issued a Suspension Order and the motor carrier does not comply with the orders, enforcement must coordinate with the FMCSA Division Office the pickup of plates.

Task

- 1. When needed, MPDC Law Enforcement and DC DMV will coordinate plate pickup orders with FMCSA Division Office.

Task	
Completed	When needed, law enforcement and registration coordinate plate pickup order with FMCSA Division Office.

REQUIREMENT 4 - IMPLEMENT PROCEDURES TO DETERMINE HOW TO CORRECT THE UNASSIGNED OR INCORRECTLY ASSIGNED SAFETY EVENTS

Description

All PRISM actions are based on the actual safety performance of a motor carrier. Therefore, it is critical that all safety events (crashes, roadside inspections, etc.) be properly assigned to the motor carrier that was responsible for the safe operation of the vehicle at the time of the event. With the implementation of PRISM, the intent is to be able to use the USDOT Number maintained on the registration files to resolve unassigned or incorrectly assigned events.

Task

1. State will establish procedures for referencing the registration files to determine the USDOT Number of the responsible motor carrier from the plate number for unassigned or incorrectly assigned safety events.

Task	
	Establish procedures for referencing the registration files to determine the USDOT Number of the responsible motor carrier from the plate number for unassigned or incorrectly assigned safety events.

REQUIREMENT 5 - ENSURE PRISM TRAINING IS PROVIDED TO ALL ENFORCEMENT OFFICERS

Description

Enforcement agencies will need to train personnel in procedures that are specific to PRISM, such as the PRISM System Check, general PRISM training, etc. The cost of such training should be included in the implementation plan.

Tasks

1. State will prepare bulletins notifying law enforcement of the provisions of the PRISM legislation/program and provide contact points for clarification.
2. State will identify and develop training courses designed specifically for law enforcement personnel.
3. State will conduct training classes for all interested law enforcement personnel.

Task	
	Identify and develop training courses designed specifically for law enforcement personnel.
	Conduct training classes for all interested law enforcement personnel.

REQUIREMENT 6 - PROVIDE AUTHORITY FOR JOINT ISSUANCE (FEDERAL AND STATE) OF THE WARNING LETTER

Description

If a motor carrier is recommended for a PRISM warning letter, both the Federal and the State logos and telephone numbers are incorporated in the letter.

The warning letter is produced by FMCSA and sent to the motor carrier. It is based on the carrier's safety record, SafeStat score and subsequent decisions by the FMCSA Division. The receipt of a Warning Letter will undoubtedly raise questions for a motor carrier. The State must also have qualified people available to answer questions concerning the Warning Letter process.

Tasks

1. State will provide authorization to FMCSA to use the District of Columbia logo with FMCSA logo and District of Columbia telephone number and address with FMCSA telephone number and address on the Warning Letters.
2. State will ensure that Motor Carrier enforcement personnel are available to respond to carrier questions concerning warning letters.

Task	
	Provide authorization to FMCSA to use the District of Columbia logo with FMCSA logo and a District of Columbia telephone number and address with FMCSA telephone number and address on warning letters.
	Ensure that Motor Carrier enforcement personnel are available to respond to carrier questions concerning warning letters.

REQUIREMENT 7 - IMPROVE THE QUALITY AND COMPLETENESS OF DATA (JOINT EFFORT FOR REGISTRATION AND ENFORCEMENT)

Description

Since PRISM is a data driven program, the quality of the SafeStat rankings is only as accurate as the carrier safety data. Therefore, it is crucial that every effort be made to assure current, correct safety data. The State should undertake this task by developing methods to improve the quality and timeliness of the safety data collected in their state beyond what was completed for NGA criteria if the State has not already done so. In addition, the State may request bar code readers if it is bar-coding inspection, accident and citation forms.

Tasks

1. State may purchase bar code readers for automated forms for inspections, accidents and citations to improve data quality and speed up the process for those involved.
2. State may purchase advanced technology e.g. license plate readers, RFID tags, transponders etc for automated selection of vehicles for inspections.
3. State will develop State specific methods to improve the quality of data if not already done.

Task	
	Purchase bar code readers for automated forms for inspections, accidents and citations to improve data quality and speed up the process for those involved
	The District may purchase advanced technology e.g. license plate readers, RFID tags, transponders etc for automated selection of vehicles for inspections.
	Develop specific methods to improve the quality of data if not already done.

Note: Insure a sample barcode scanner setup works before full procurement occurs

COMPLIANCE REVIEWS

States have the option of conducting Compliance Reviews. If the State chooses to conduct its own Compliance Reviews, the following requirement applies.

ENFORCEMENT OPTION 1 - IF A STATE HAS CHOSEN TO PERFORM THE COMPLIANCE REVIEWS, COLLECT MOTOR CARRIER VEHICLE REGISTRATION DATA DURING COMPLIANCE REVIEWS THAT MAY RESULT IN A FUTURE ORDER TO DISCONTINUE INTERSTATE OPERATIONS

Description

When a compliance review may result in enforcement action or a proposed unsatisfactory safety rating, the collection of vehicle registration data during the CR process will be necessary to support PRISM. The vehicle registration data collected during the CR process is used to update the PRISM Local Target File to include vehicles registered in *other* States that are operated under the motor carrier’s control; and

Tasks

1. Safety Investigators/Compliance Officers will collect vehicle registration data for vehicles registered in *other* States operated under the motor carrier’s control during any CR that may result in FMCSA enforcement action or a proposed unsatisfactory safety rating.
2. If any vehicles are registered outside the motor carrier’s State of domicile in a non-PRISM state or a PRISM state that has not yet begun to load vehicles on the Local PRISM Target File, provide the vehicle list to the FMCSA Division office who will fax it to the PRISM Central Site at Volpe where appropriate vehicles will then be added to the Local PRISM Target File. (Fax number: (617) 494-3897).

Task	
	Safety Investigators/Compliance Officers will collect vehicle registration data for vehicles registered in other States operated under the motor carrier’s control during any CR that may result in FMCSA enforcement action or a proposed unsatisfactory safety rating
	If any vehicles are registered outside the motor carrier’s State of domicile and in a state that does not load vehicles on the target file, provide vehicle list to the FMCSA Division office who will fax it to the PRISM Central Site at Volpe where appropriate vehicles will then be added to the PRISM Target file.

Enforcement Operations

Task	
	1. Seek authority to stop and inspect vehicles based on the safety fitness of the motor carrier assigned to the vehicle. This requirement applies specifically to <i>probable cause</i> states.
	2. Provide the ability to identify vehicles assigned to carriers in MCSIP and give these vehicles priority for inspection.
	3. District must coordinate serving suspension orders and plate pickup with FMCSA Division Office.
	4. Implement procedures to determine how to correct the unassigned or incorrectly assigned safety events.
	5. Ensure PRISM training is provided to all enforcement officers.
	6. Provide authority for joint issuance of the warning letter. (Federal and District of Columbia)
	7. Improve the quality of data.
	8. Washington, DC Compliance Reviews

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five *(5) Inspection of Supplies [if applicable], and clause number six *(6), Inspection of Services, [if applicable], of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of **one year** from date of award specified on the cover page of the 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 **four 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 a 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 contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed **five years**.

F.3 DELIVERABLES

Each deliverable will be submitted and reviewed by the DC DMV project manager. The Contractor should allow a minimum of 5 business days for the District to review and provide comments for deliverables. Deliverables shall not be considered complete until formally accepted by the DC DMV project manager. To consider the system implementation phase as final, the system must be demonstrated to the District's project team and the acceptance testing must demonstrate that all key system functionality is operational. DMV project manager will accept the system when all documentation and sufficient evidence demonstrates successful training has been completed.

The District has identified the following deliverables:

- **PROJECT MANAGEMENT PLAN:** This plan shall contain the specific strategies, work breakdown structure, milestones, costs, deliverables, constraints, assumptions, organization, roles, etc., which shall be utilized throughout the life cycle of the project. Required within fifteen (15) calendar days of contract award date.
- **STAFFING PLAN:** Contractors are requested to provide resumes and describe the roles, specific level of involvement, skills, experience, and training of key staff to be

- assigned. Deviations from the staffing plan must be pre-approved by the Contract Administrator. Required within fifteen (15) calendar days of contract award date.
- CONFIGURATION MANAGEMENT PLAN: This plan shall identify how the various components of the system are associated and how the components shall be managed throughout their life cycle. This plan shall also include methods for versioning project documents throughout the life cycle of the project. Required within fifteen (15) calendar days of contract award date.
 - QUALITY ASSURANCE PLAN: This plan shall include the specific deliverables to be produced, reviews and approvals associated with each deliverable, standards for base-lining, overall test strategies, and controls to be used within the project to assure quality and consistency throughout the project life cycle. Required within fifteen (15) calendar days of contract award date.
 - CONVERSION PLAN: This plan shall include the specific requirements for the conversion/migration process from the current IRP/PRISM system to the contractor IRP/PRISM system. Required within forty five (45) calendar days of contract award date.
 - TECHNICAL ARCHITECTURE: The contractor must describe their proposed technical architecture and related services. Required within fifteen (15) calendar days of contract award date.
 - TESTING PLAN: Required within sixty (60) calendar days of contract award date.
 - TRAINING PLAN: Required within forty five (45) calendar days of contract award date.
 - FULLY TESTED AND FUNCTIONAL IRP/PRISM SYSTEM. Required within seventy-five (75) calendar days of contract award date.
 - USER AND ADMINISTRATION DOCUMENTATION
 - SERVICE LEVEL AGREEMENT: The Contractor shall include a service level agreement and maintenance agreement as part of their proposal. This information will not only serve as a basis for evaluating the Contractor's experience with similar projects but will also be implemented if the bidder is successful.

Commencement of operations shall be as follows:

- Within one (1) week of contract award date, the contractor's project manager and other personnel, as required, must meet with the Project technical representative. The purpose of this meeting shall be to introduce key personnel of the contractor's project team and to establish the following:
 - Work schedules, training schedules, communications protocols, and reporting procedures
 - Detailed project plan describing how the IRP/PRISM requirements will be met.
 - Complete detailed design and implementation schedule of the total functionality of the system, as described in this RFP and the contractor's technical proposal
- Design, develop, install and implement a fully operational IRP/PRISM system and provide training within seventy five (75) days of contract award
- Submit to the contract administrator/designee a weekly progress report containing the following information:
 - The goals established and accomplished for the reporting period

- New goals and tasks scheduled during the reporting period
 - The identification of any significant variations from plans, and any unanticipated problems or delays encountered potentially effecting system performance or the scheduled IRP/PRISM project completion date; and
 - The identification of new issues or problems requiring immediate resolution.
- Participate in monthly project status and performance reviews to ensure measurable progress is being achieved according to the accepted plan
 - Supply technical bulletins and upgrades to user documentation throughout the life of the system, at no additional costs

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract 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 may not be paid.

SECTION G : CONTRACT ADMINISTRATION DATA

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 30th 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 (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Office of the Controller/Agency CFO
2000 14th Street, NW, 6th Floor
Washington, DC 20009

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 (Contractors shall 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 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 PARTIAL PAYMENT

Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

- a) The amount due on the deliveries warrants it; or
- b) The Contractor requests it and the amount due on the deliveries are in accordance with the following:

Payment will be made on completion and acceptance of each percentage or stage of work in accordance with the prices stated in the Schedule in Section B.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th 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 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a 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 lower-tier 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 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th 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.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Kenneth Morrow
Office of Contracting and Procurement
4414th Street N.W., Suite 971N, Washington, DC 20001
202-724-3959

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The Contracting Officer 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 Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, 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 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Elaine M. Speller, Program Manager
District of Columbia/DMV
95 M St. SW Ste.206-10
Washington, DC 20024
(202)729.7078 (Desk)

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; 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 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 2005-2103, Revision 6, Dated 05/29/2008, 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.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer 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 Contracting Officer 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 COTR designated in subsection G.9 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 COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. 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.2.4) 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 Department of Employment Services (“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 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying 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 Contracting Officer its compliance with the section H.5.4 of this clause; or

- (2) Submit a request to the Contracting Officer 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 Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer 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 Contracting Officer 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 Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

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 Contracting Officer 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 the contract any decision of the Contracting Officer 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 PROTECTION OF PROPERTY:

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

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

During the performance of the 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 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 program and activities. See 29 U.S.C. §794 et seq.

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 resulting from this solicitation. To obtain a copy of the SCP go to 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

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed 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 Contracting Officer 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 Contracting Officer. 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

I.8.1 Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- (a) **Commercial General Liability Insurance:** \$1,000,000 limits per occurrence, District added as an additional insured.

- (b) **Automobile Liability Insurance:** (\$1,000,000 per occurrence combined single limit.
- (c) **Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, \$100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- (d) **Errors and Omissions Liability Insurance,** \$1,000,000 limits per claim.

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.2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

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 Contracting Officer.

SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENT

J.1.1 Wage Determination No. 2005-2103, Rev. 6, dated May 29, 2008

J.2 INCORPORATED ATTACHMENTS *(The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.)*

J.2.1 E.E.O. Information and Mayor's Order 85-85

J.2.2 Tax Certification Affidavit

J.2.3 First Source Employment Agreement

J.2.4 Cost/Price Data Package

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

- a corporation incorporated under the laws of the State of: _____
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ___has ___has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ___has ___has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

- (i) those prices
- (ii) the intention to submit a contract, or
- (iii) the methods or factors used to calculate the prices in the contract.

2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.2.

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 a single contract resulting from this solicitation to the responsible offeror(s) whose offer(s) 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 contracts 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 FORM, ORGANIZATION, AND CONTENT

One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper and one (1) electronic CD in Microsoft format. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCTO-2008-R-0128 for Citizen Interaction & Relationship Management (CIRM) System.

L.2.1 Proposals shall be prepared simply and economically, providing a straightforward, concise description of Offeror's ability to meet the requirements of this solicitation. The details of the Offeror's proposal are to be provided in the following format:

L.2.1.1 Executive Summary – The Executive Summary shall include a description of the approach, risks, and assumptions made by the Offeror and should mention the total cost and estimated implementation schedule for deploying its proposed solution.

L.2.1.2 Experience and Qualifications – The Offeror shall identify other state or local governments where the Offeror has installed the proposed Citizen Interaction & Relationship Management system. The Offeror shall provide contact information for these previous clients including client name, address, contact person, phone number, email address, period work was performed, and scope of work performed.

L.2.1.3 Litigation/Early Termination – The Offeror shall list any litigation pending and/or engagements that have been terminated prior to normal contract expiration in the past five (5) years. The Offeror shall include the client, address, contact person, phone number, and an explanation of the reasons for the litigation or early termination.

- L.2.1.4 Proposed Solution** – The Offeror shall define their methodology and project plan, describing the overall timeline for implementing the CIRM application including customizations, data migration, training, and transition from any legacy system to the new system.
- L.2.1.4.1** The Offeror shall describe the proposed solution including hardware and software requirements including the programming language(s) and integrated development environment (IDE) used to create the application, the database management system, and operating system requirements.
- L.2.1.4.2** The offeror shall describe their approaches, tools, and/or methodology regarding the integration of information with legacy applications (e.g. Application Programming Interfaces (APIs), web services, XML, etc.).
- L.2.1.4.3** The Offeror shall provide a list of risks associated with the implementation of the proposed Citizen Interaction & Relationship Management system.
- L.2.1.5 Detailed Requirements Response** – The Offeror shall provide a response to each requirement point identified in Section 3 of this document. For each requirement, the Offeror shall indicate if the requirement is fulfilled by the Offeror’s standard system or if customizations will be required. If customization is required, the Offeror shall include the cost of customizing the standard system to meet the requirement for each requirement.
- L.2.1.6 Deployment** – The Offeror shall describe the process of deploying and implementing the Citizen Interaction & Relationship Management system for the District of Columbia. Include a timeline, number and type of resources required, and cost by role (if not included in the license fee). The Offeror shall also describe travel and accommodation expenses (if any).
- L.2.1.7 Additional Software Requirements** – The Offeror shall list any additional software applications, utilities, etc. that the District would be required to purchase in order to successfully deploy the Offeror’s solution (e.g. reporting software or middleware). This is not required if the Offeror is proposing a Software as a Service (SAAS) solution.
- L.2.1.8 Data Migration** – The Offeror shall define the migration strategy to be used moving data from the existing Hansen 7 call-center management system to the Offeror’s proposed system. The Offeror shall include a timeline and cost.
- L.2.1.9 Testing** – The Offeror shall provide a detailed test plan that provides roles, responsibilities and scheduled for all testing. All UAT testing shall use current District data. The Offeror shall include a timeline and cost.
- L.2.1.10 Training** – The Offeror shall describe the strategy to be used to train a small number of administrators and a total of approximately sixty (60) end-users. The Offeror shall include a timeline and cost for each type of user.

L.2.1.11 End-User and Administrator User Guides – The Offer shall indicate in their response whether the Offeror plans on delivering “generic” documentation or if the Offeror will tailor the manuals to match the District’s workflow and jargon. . The Offeror shall include a timeline and cost of this documentation.

L.2.1.12 Support – The Offeror shall describe their support methodology (on-site, phone, web, FAQs, etc.). The Offeror shall include the cost of all options available.

(Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will 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 best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.)

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.3.1 Proposal Submission

Proposals must be submitted no later than 2:00 p.m. on March 16, 2009. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.3.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal

Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4 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.3.5 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than 15 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 15 days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Kenneth Morrow, 202/724-3959, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Annie R. Watkins, the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Office of Contracting and Procurement, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

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 option year pricing.

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 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, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.10 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 paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.11 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.12 PROPOSAL COSTS

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

L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that 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 Section 2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within ten (10) days of contract award to:

Kenneth Morrow
Contracting Officer
Office of Contracting and Procurement
441 – 4th Street, N.W., Suite 971N
Washington, DC 20001
202/724-3959
kenneth.morrow@dc.gov

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.16 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 provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer 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 Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.17.1 Name, address, telephone number and federal tax identification number of offeror;

L.17.2 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 (2001), 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.17.3 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.18 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.19 STANDARDS OF RESPONSIBILITY

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

L.19.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.19.8** If the prospective contractor fails to supply the information requested, the Contracting Officer 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 Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.20 PRE-PROPOSAL CONFERENCE

- L.20.1** A pre-proposal conference will be held at 2:00 p.m., on February 23, 2009, at 441 – 4th Street, N.W, Suite 1107, Washington, DC 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.
- L.20.2** Impromptu questions will be permitted and spontaneous answers will be provided at the District's 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 15 days before proposal are due 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 www.ocp.dcgov.org.

SECTION M: EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. The District reserves the right to reject any and all proposals determined to be inadequate or unacceptable. The District may award a contract on the basis of initial offer received. Therefore, each initial offer should contain the offeror's best terms from a price and technical standpoint.

The nature and extent of contractor experience, including evaluation of success from present and prior clients, will be a factor in the award of a contract arising from this solicitation. The District is seeking a financially stable contractor having demonstrated experience and knowledge in the installation and support of IRP/PRISM systems.

Proposals will be evaluated and the Contractor selected based upon the following criteria:

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
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.

For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.

M. 3 EVALUATION CRITERIA

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

M.3.1 TECHNICAL CRITERIA (75 Points)

1. The extent to which the proposed system meets the capabilities requested in this Statement of Work (SOW). The proposal must address how the proposed system meets each of the requirements. Section responses by the Contractor that state that a requirement will be met without describing in detail how it will be met will be deemed to be unacceptable. Bid responses that do not address each of the requirements will receive a lower evaluation. **(30 Points)**
2. Experience providing and supporting large-scale IRP/PRISM systems. Only experienced IPR/PRISM contractors that have demonstrated capability providing proven systems and services consistent with the volumes and complexity of this program will be considered for this procurement. The requirements must be provided by the contractor. Subcontracting work associated with this contract is not permitted. Please provide the name, title and current phone number and e-mail address of at least three (3) references that can address past performance providing similar services, including an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with your performance. **(20 Points)**
3. The project plan developed by the contractor that indicates how the contractor will implement the system and meet the requirements in this SOW. The plan shall include more than a Gantt chart. The plan should also include workflows and descriptions of business processes and how they meet DMV's needs as defined in this Statement of Work. The plan shall be judged not only in terms of the implementation schedule feasibility but also in terms of the contractor's overall understanding of the tasks to be accomplished to ensure the system is implemented on schedule. **(15 Points)**
4. Project management experience, preferably with government agencies. The proposal should also include the resumes of the specific project manager(s) proposed to implement, run, and manage this system and any other technical staff that would be involved in the implementation. The Contractor may not change personnel if awarded the proposal without the approval of the District of Columbia's DMV. **(10 Points)**

M.3.2 PRICE CRITERIA (25 Points)

The price evaluation will be objective. The Offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 25 = \text{Evaluated price score}$$

M.3.3 PREFERENCE (12 Points)

Preference Points (0-12) for Local, Small, and Disadvantaged Business Enterprises (LSDBEs)

- Small Business Enterprise (SBE) 3 points
- Resident-Owned Business (ROB) 5 points
- Longtime Resident Business (LRB) 10 points
- Local Business Enterprise (LBE) 2 points
- Business located in Enterprise Zone (DZE) 2 points
- Disadvantaged Business Enterprise (DBE) 2 points

M.3.4 TOTAL (112 Points)

M.4 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.5 CLAUSES APPLICABLE TO ALL SET-ASIDE OR OPEN MARKET SOLICITATIONS OR OPEN MARKET WITH SET-ASIDE

1. Preference for Local Businesses, Disadvantaged Businesses, Resident Business Ownerships or Businesses Operation in an Enterprise Zone

a. General Preferences

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the "Act", as used in this section), the District shall apply preferences in evaluating offers from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

- 1) Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
- 2) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;

- 3) Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the LBOC; and
- 4) Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

Any prime contractor that is a LBE certified by the LBOC will receive a four percent (4%) reduction in bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for bids submitted by the LBE in response to a Request for Proposals (RFP).

Any prime contractor that is a DBE certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

Any prime contractor that is a RBO certified by the LBOC will receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

Any prime contractor that is a business enterprise located in an enterprise zone will receive a two percent (2%) reduction in bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

b. Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set Aside

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set aside are as follows:

- 1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.
- 2) If the prime contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime contractor is a joint venture that includes a business in an enterprise zone but

such business located in an enterprise zone does not own and control at least fifty-one percent (51%) of the joint venture, the District will award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime contractor for a certified LBE, DBE, RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified prime contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded for Evaluating LSDBE Subcontracting}$$

***Note: Equivalent of four (4) points on a 100 point scale**

The maximum total preference under the act of this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime contractor receiving the full bid price reduction or point addition to its overall score for a particular preference will not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime contractor shall receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime contractor does not receive a further price reduction or additional points if such contractor proposes subcontracting with an LBE. However, if this same LBE prime contractor proposes subcontracting with a DBE, the LBE prime contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

c. Preferences for Open Market Solicitation with LBE, DBE or RBO Subcontracting Set Aside

If the solicitation is an open market solicitation with LBE, DBE or RBO subcontracting set-aside, the prime contractor will receive the LBE, DBE, or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime contractor with a LBE, DBE or RBO, even if the prime contractor proposes LBE, DBE, or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime contractor shall be entitled to the full preference for

business located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100 point scale for proposals submitted in response to a RFP.

2. Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preference as if it were a certified LBE, DBE or RBO.

3. Preference for joint Ventures Including Businesses located in an Enterprise Zone

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture will receive the preferences as if it were a business located in an enterprise zone.

4. Vendor Submission for Preferences

Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought:

- a. Evidence of the vendor's, subcontractor's, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include either:
 - 1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
 - 2) A copy of the sworn notarized Self-Certification Form prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.
- b. Evidence that the vendor or any subcontractor is located in an enterprise zone.

In order for an offeror to receive allowable preferences under this solicitation, the offeror must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its proposal.

Refer to J.2.1 for the Self-Certification Package.

In order to receive any preferences under this solicitation, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

4. Penalties for Misrepresentation

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

5. Local, Small, and Disadvantaged Business Enterprise Subcontracting

- a. When a prime contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, good, and supplies with its own organization resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small or disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the Contracting Officer, with prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).
- b. By submitting a signed bid or proposal, the prime contractor certifies that it will comply with the requirements of paragraph (a) of this clause.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 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.6.2 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.