

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

- B.1** The District of Columbia Office of Contracting and Procurement, on behalf of District Department of Transportation (the “District”) is seeking a contractor to supply and install pay by space multi-space parking meters in street sensors. In addition, the Contractor shall be responsible for supplying and installing the signs governing the pay by space multi-space parking meters.
- B.2** The District contemplates award of a requirements contract with payments based on firm fixed unit prices for the goods specified. The contractor shall provide all items and perform all services in accordance with the terms and conditions of the contract.
- B.3** **REQUIREMENTS CONTRACT**
- The District will purchase its requirements of the articles or services included herein from the Contractor. The estimated quantities stated herein reflect the best estimates available. The estimate shall not be construed as a representation that the estimated quantity will be required or ordered, or that conditions affecting requirements will be stable. The estimated quantities shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of its obligation to fill all such orders.
- B.3.1** Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, G.1. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. If the District urgently requires delivery before the earliest date that delivery may be specified under this contract, and if the Contractor shall not accept an order providing for the accelerated delivery, the District may acquire the urgently required goods or services from another source.
- B.3.2** There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- B.3.4** Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after sixty days from the contract expiration date.
- B.4** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, **at least 35% of the dollar volume of the contract shall be subcontracted** in accordance with section H.9.1.

B.5 For purposes of price evaluation, the Offeror’s price will be the Total Evaluated Price CLINs 0001 through CLINs 0003b.

B.6 SCHEDULE

B.6.1 This section contains the price schedule that Offerors must submit as part of their price proposal. See Section **L.4 COST OR PRICING DATA REQUIRED** for additional instructions regarding the content and preparation of the price proposal.

**B.6.2 PRICE SCHEDULE – FIRM-FIXED UNIT PRICE
BASE PERIOD (ONE YEAR)**

B.6.2.1 CORE CONTRACT (CLINs 0001 through CLINs 0003b)

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Price
CLIN 0001	Supply and install pay-by- space multi-space parking meters without bill acceptor	EA	100	\$ _____	\$ _____
CLIN 0002	Supply and install in street sensors	EA	1000	\$ _____	\$ _____
CLIN 0003	Install signs governing the meters				
CLIN 0003a	space number signs	EA	1000	\$ _____	\$ _____
CLIN 0003b	on street signage	EA	300	\$ _____	\$ _____
Grand Total for B.6.2.1					\$ _____

B.6.2.2 ADDITIVE ALTERNATE CLIN 0004 The District reserves the right to exercise Or Not Exercise the Additive Alternate. The Contracting Officer (CO) may or may not exercise the Additive Alternate for inclusion in the contract based on whether the CO determines that it is a good value for the District and whether adequate funding exists to include it..

Contract Line Item No. (CLIN)	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Total Price
CLIN 0004	Supply and install pay-by- space multi-space parking meters with bill acceptor	EA	100	\$ _____	\$ _____

Grand Total for B.6.2.2				\$ _____	\$ _____
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SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the District Department of Transportation (DDOT), is seeking a contractor to supply and install pay by space multi-space parking meters and in street sensors. In addition the Contractor shall be responsible for supplying and installing the signs governing the pay by space multi-space parking meters.

C.1.1.1 APPLICABLE DOCUMENTS

The Contractor shall perform work in accordance with the documents in the following table. The Contractor shall use the latest version of each of the documents in conducting the work. The Contractor shall be responsible for ensuring that it has and is using the latest version of these documents at the time that the affected work is being conducted. These documents are incorporated by reference and will be made a part of the contract.

Item No.	Document Type	Title	Date
1	Government	Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts	March 2007
2	U.S. Department of Labor Wage Determination	No.: 2005-2103, Revision 10	June 15, 2010
3	Government	Standard Specifications for Highways and Structures	2009

C.1.2 DEFINITIONS

C.1.2.1 Meter: One of the end-terminals of a system, physically associated with an actual parking-spot, with which the user exchanges information and/or payment in order to effect a transaction for usage of that parking spot.

C.1.2.2 System: The entire collection of meters, hand-held enforcement devices, central databasing and computer network, all necessary software, as well as the equipment used to transmit information.

C.2 BACKGROUND

C.2.1 Current System Features

The District maintains and operates over 17,000 metered curbside spaces using approximately 13,000 single space parking meters and 500 multi-space parking (pay and display) meters. The exact breakdown of the District’s meter assets are shown in the Exhibit below.

Meter Type	Meters	Spaces	% of Spaces
Pay & Display Multi-space Meters – Parkeon Stelio	514	3,923	43%
Single Space Meter – Duncan Eagle 2000	7,045	7,045	24%
IPS Single Space Meters	1,195	1,195	14%
Single Space Meters – Mackay Guardian XL	4,994	4,994	34%
TOTAL	13,748	17, 157	Asset/Space = 0.80

The Duncan Eagle 2000 meter accounts for approximately half of the metered spaces and are nearing the end of their useful life. This has created operational and maintenance challenges for the parking meter program as well as frustration for end-users. The District of Columbia recently went through a rate adjustment, which lifted the Saturday moratorium on meter fees, and added late night parking fees. The District expects these changes to increase the number of coin transactions from approximately 80 million per year to over 100 million per year, further taxing the aged assets. Parking meter-related complaints are the single-most frequent service request for DDOT and the District government.

C.2.2 At present, parking revenue is collected by the District Department of Transportation. The proposer shall not commence operations until the offeror’s proposed process for tracking and submitting parking revenue to the District has been reviewed and approved in writing by the Contracting Officer’s Technical Representative (COTR).

C.2.3 Parking enforcement, and the revenues generated thereby, is controlled both by the District Department of Public Works (DPW) and the District Department of Transportation (DDOT). DPW Parking enforcement data is currently collected using the following three types of handheld Personal Digital Assistant (PDA): Dolphin 9500, Dolphin 9900, DAP 5240X. DDOT Traffic Control Enforcement uses the following type of PDA handheld: MC75 Motorola Enterprise Digital Assistant.

C.3 SPECIFICATIONS/STATEMENT OF WORK

C.3.1 The contractor shall provide all the management, supervision, labor, equipment, materials, supplies and transportation to supply and install pay-by-space multi-space parking meters and in street sensors that meet the following performance specifications:

C.3.1.1 Pay-by-Space Multi- Space Meter

C.3.1.1.1 Functional Requirements - The contractor shall provide pay-by-space multi-space parking meters, with the following functional requirements:

C.3.1.1.1.1 Each meter must be designed to collect revenues, at a minimum, via coin payment, via on-site credit card “swipe” payment. The District requests that the contractor propose an alternative payment options above and beyond this capability.

C.3.1.1.1.2 Coin payment and credit card swipe payment must both be considered minimum qualifications for payment method. Specific technical requirements related to credit card swipe payment are described in Section C.3.1.1.2.

C.3.1.1.1.3 For the purpose of adjudication, regardless of payment method, each meter must be designed to issue the user a printed voucher at the conclusion of each transaction. The voucher shall contain text and formats that are fully programmable by the District. The paper stock used shall be suitable for climatic conditions experienced within the District of Columbia, with the preference being that paper stock be environmentally friendly and may be purchased independent of the equipment manufacturer or their distributors.

C.3.1.1.1.4 Each meter must be capable of communicating to a back-end system to the extent that it can, at a minimum, process customer transactions, monitor equipment subsystems, maintain and transmit transaction/system data, track revenue data and transmit component malfunction or alarms.

C.3.1.1.1.5 Each meter must be designed to operate on solar power or battery power or both.

C.3.1.1.1.6 Each meter must be designed and fabricated to a standard that reduces the impact of vandalism or attempted theft, with protected access points, high security locking mechanisms and completely protected from the ingress of moisture or other environmental contaminants consistent with conditions in the metropolitan Washington DC area. All electronic and mechanical components must be environmentally sealed, protected against the ingress of moisture, dust, fumes, temperature extremes and vibration.

C.3.1.1.1.7 Meters must be equipped with an interactive display screen to convey programmable messages and information to the end-user. The screen display must be clearly visible during all day and night time conditions. The text and graphics, as well as the background and colors, must be programmable by the District.

- C.3.1.1.1.8 Meters must be able to provide the District with near-real-time information regarding the operation of the system, and any or all parts of that system, upon independent query by the COTR. The system must be configured in such a way that the COTR may directly request of it, not the contractor, current operating information on any part of the system during operation.
- C.3.1.1.1.9 The back-end system must be scalable, up to a city-wide installation area, and able to sustain city-wide continuous operation, without perceptible interruption or network issues.
- C.3.1.1.1.10 For the purposes of parking enforcement, the back-end system must be capable of integrating or communicating through the central parking enforcement computer system used by DPW and the handheld units used by DPW as described in Section C.4.2.1.
- C.3.1.1.1.11 Each multi-space parking meter must have the capability to provide dynamic pricing.
- C.3.1.1.1.12 the back-end system must be capable of implementing different parking rates for each and every meter based on the day of the week, time of day, and by zones defined by the District. End –users must be able to be download rates to the meters remotely.
- C.3.1.1.2 Payment Options** - The contractor shall supply a pay-by-space multi-space parking meter that provides the following minimum payment options:
 - C.3.1.1.2.1 is fully electronic with solid state components and a straight down, free-fall coin chute (The single-space meter must be able to recognize and give time for coins and custom tokens. Standard coin recognition must include, but is not limited to, US denominations of \$0.05, \$0.10, \$0.25 and \$1.00 coins.);
 - C.3.1.1.2.2 The validator must also be reprogrammed remotely as new coins/tokens are implemented as part of the payment options provided by the District.
 - C.3.1.1.2.3 incorporates a feature that counts invalid coins, including foreign coins, and other forms of payment such as washers and gaming tokens so that the District may monitor the areas where this kind of activity is taking place (No time will be given for fraudulent coins.);
 - C.3.1.1.2.4 has a multi-directional bill acceptor to accept U.S. bills (The meter must reject fraudulent bills. Only U.S. bills will be accepted.
 - C.3.1.1.2.5 Systems employing payment methods using credit cards, debit cards, ATM cards, and other point-of-sale cards, must, at a minimum, meet Payment Card Industry (PCI) standards. The meter must be capable of two simultaneous IP connections. The card reader must be either a “dip” or “swipe” type reader, enabling the user to always retain possession of the card. Credit card transactions are expected to be processed in real

time, except during times of a communications failure, at which time they must be batched and then automatically transmitted when communications are restored.

- C.3.1.1.2.6 In the event of a coin jam, meter will continue to allow payment via bill, credit card, debit card and or smart card. During such a jam, the meter will display “Cards only, No Coins” on the LCD display. In the event of a card reader jam, meter will continue to allow payment via coins/tokens. During such a jam, meter will display “Coins only, No Cards” on the LCD. In the event a bill jams, the meter must be able to wirelessly notify maintenance staff of the location and type of jam via email, text message or both. In either event, the meter must be able to wirelessly notify maintenance staff of the location and type of jam via email, text message or both. In the event that both a coin jam and card reader jam are present, the meter will display “Out of Order”. All of these messages can be remotely updated and programmed via web-based management system.
- C.3.1.1.2.7 Payment with a credit card must utilize a hybrid card reader built into the multi-space meter mechanism. The hybrid card reader will allow for use of magnetic stripe credit card both VISA and Mastercard, and also smart card. Users will insert (smart card) or insert/remove (credit card) the card to start the payment process. Users will then have the ability to toggle up (add time) or down (less time) to select the amount of time to be purchased, up to the maximum and down to the minimum metered time. Users can then select “OK” to purchase, or can press “CANCEL” to stop the transaction.
- C.3.1.1.2.8 The Contractor shall provide secure gateway service to provide for secure (encrypted) credit card data transmission to the District’s merchant account provider. Credit card data transmission shall meet the Payment Card Industry (PCI) Data Security Standards. Contractor shall provide evidence of both Payment Application – Data Security Standard (PA-DSS) compliance and PCI-DSS Level 1 certification.
- C.3.1.1.2.9 For ease of installation and security, the credit card reader shall be integral to the mechanism design and shall not require any additional modification to the meter housing to install.
- C.3.1.1.2.10 Meter unit shall allow for credit card use to batch transactions when wireless services are unavailable or not in use.
- C.3.1.1.3 Printed Payment Vouchers** - The contractor shall supply a pay-by-space multi-space parking meter that meets the following printed payment voucher requirements:
 - C.3.1.1.3.1 For the purpose of adjudication, each meter must be designed to issue the user a printed voucher at the conclusion of each transaction, for all types of transactions (This voucher must contain text and formats that are fully programmable by the District, which are: a) amount paid, b) start time for transaction, c) end time for transaction and d) location and/or meter number of the transaction. This ‘receipt’ will not be placed on the dashboard, but retained by the customer for verification.);

- C.3.1.1.3.2 receipt paper must have the capability to be pre-printed with customized messages on the back and logo and watermarks on the front of the receipt;
- C.3.1.1.3.3 printer must allow for adhesive, or ‘sticky back’ receipts
- C.3.1.1.3.4 must be able to print 2” and 3” wide receipts;
- C.3.1.1.4 Power** - The contractor shall supply a pay-by-space multi-space parking meter that meets the following requirements for power:
 - C.3.1.1.4.1 Multi-space parking meters must be equipped with an integrated solar panel recharge system. This solar panel will be incorporated into the inside of the meter housing, in order to prevent damage due to operating conditions or vandalism.
 - C.3.1.1.4.2 Battery pack must consist of a combination rechargeable/back-up battery pack to provide ongoing power and backup power. Battery pack shall have a minimum life capability of 10 (ten) years without replacement.
- C.3.1.1.5 Wireless Capability** - The contractor shall supply a pay-by-space multi-space parking meter that meets the following wireless capability requirements:
 - C.3.1.1.5.1 At a minimum, each meter must be capable of transmitting wireless data for the purposes of conducting: 1) payment card processing; 2) coin transactions; 3) updates to the operating features and rate configuration of the meter; and 4) fault notification. The wireless capability must be integral to the meter mechanism design and must not require a secondary connection to a wireless device. Wireless communication must be accomplished without any additional networking equipment that would require installation on city street poles or any other location, such as buildings.
 - C.3.1.1.5.2 Updates to meter software, such as meter firmware and operating software, must be able to be performed wirelessly and must not require District staff to interface with each individual meter to accomplish an update.
 - C.3.1.1.5.3 Should the network environment temporarily fail, the multi-spaced meter must be capable of operating in a stand-alone mode until the network environment is restored.
 - C.3.1.1.5.4 Multi-Space meters must be supported by a meter management system that is independent of the interaction of individual handheld devices and each meter in the field. The management system must be a completely web-based system accessible via desktop computer, laptop computer, or handheld wireless device to authorized personnel. No additional software other than an Internet browser shall be required for the management system to be accessed and fully used in conjunction with the multi-space meter products. This shall provide access to the meter management system from authorized users 24/7 over the web.

- C.3.1.1.5.5 The management system must provide a variety of reports to include financial, technical, and administrative functions via a single web-portal. No additional software will be required to access and update the meter system, other than access to an Internet browser.
- C.3.1.1.5.6 At a minimum, the Management System must be capable of generating the following reports:
 - C.3.1.1.5.6.1 Credit card reconciliation (daily, weekly, monthly, annually),
 - C.3.1.1.5.6.2 Cash collection reports (by date, time, pole, and collector),
 - C.3.1.1.5.6.3 Revenue Summary reports (daily, weekly, monthly, annually, by zone, route, street or pole),
 - C.3.1.1.5.6.4 Coin box level (% full),
 - C.3.1.1.5.6.5 Individual transactions (cash or credit) by pole,
 - C.3.1.1.5.6.6 GPS location of meters on a map with statistical mouse-over feature,
 - C.3.1.1.5.6.7 Ability to change text on LCD remotely,
 - C.3.1.1.5.6.8 Adjudication Reports,
 - C.3.1.1.5.6.9 Ability to change rates and other operating parameters remotely via the internet,
 - C.3.1.1.5.6.10 Meter uptime (over time, by zone, street, and pole),
 - C.3.1.1.5.6.11 Maintenance software for logging Service requirements over time,
 - C.3.1.1.5.6.12 Meter paid occupancy reports,
 - C.3.1.1.5.6.13 Accumulative totals of all cash and card transactions,
 - C.3.1.1.5.6.14 Exception reports for units not performing as required (communications or payment faults), and
 - C.3.1.1.5.6.15 Access to Help materials and User Manuals must be available on-line.
- C.3.1.1.5.7 A capacitive or inductive keypad (non-mechanical) must be utilized to eliminate any moving parts associated with the user interface for card payment. The keypad must be modular to all for in-field replacement, if necessary.
- C.3.1.1.6 **Pricing/Rate Options** - The contractor shall supply a pay-by-space multi-space parking meter that provides the following Pricing/Rate Options and operating characteristics:

- C.3.1.1.6.1 FIXED RATE – same rate all day, for select/every day(s) of the week. Meters can be remotely programmed for holidays, special events or other rate changes via the web-based management system and will not require the District’s staff to interface with the meters to accomplish such a rate update.
- C.3.1.1.6.2 MULTIPLE-RATES – varied rates throughout the day, up to a minimum of six (6) times. This can include Tow-Away, No Parking, or Free Parking options, in addition to hourly parking rates for normal metering time. Meters can be remotely programmed for holidays, special events or other rate changes via the web-based management system and will not require the District’s staff to interface with each individual meter to accomplish such a rate update.
- C.3.1.1.6.3 PRE-PAY – allows a motorist to pay for parking prior to the beginning of enforcement hours, up to the maximum stay period. However, metered time will only begin at beginning of enforcement hours. For example, a 2 hour meter can be fully paid prior to the beginning of enforcement at 8AM. In such an example, metered time would only begin at 8AM and expire at 10AM. Meters can be remotely programmed for holidays, special events or other rate changes via the web-based management system and will not require the District staff to interface with each individual meter to accomplish such a rate update.
- C.3.1.1.6.4 TOW-AWAY – meters can be programmed to enforce defined tow-away zones. During the tow-away period, the meters must not accept credit card payment and will not give time for coins. The meters must be capable of displaying “Tow-Away Do Not Park” on the LCD screen. In such a configuration, motorists will only be able to pay for time up to the beginning of the tow-away period. Changes to this feature can be remotely programmed via the web-based management system and do not require the District staff to interface with each individual meter.
- C.3.1.1.6.5 EVENT PARKING – meters can be programmed to accept event parking rates, such that flat rate payment will enable the vehicle to park for a pre-determined amount of time. For example, \$15 for a baseball game, such that the rate begins at 5pm and the \$15 results in the meter being paid for the duration of the event.
- C.3.1.1.6.6 The mechanism shall be capable of displaying the rates per hour, maximum stay (time period), and other customized messages or graphics on the meter LCD.
- C.3.1.1.6.7 Changes/updates to all rate structures, maximum stay (time limits), available payment methods, and hours of meter operations shall be managed and updated via a web-based management system, providing remote management capability.
- C.3.1.1.7 Customer Interface** - The contractor shall provide a multi-space parking meter with a customer interface that meets the following requirements:
 - C.3.1.1.7.1 Has a graphical liquid crystal display (LCD) with a temperature operating range of -30 deg C to +70 deg C, which is capable of displaying metered time (format of HH:MM,

including negative time capability), parking rates and maximum stay period messages, current time of day (including time when meter will expire), as well as other alpha-numeric messages depending on the status of the meter;

- C.3.1.1.7.2 remotely programmable LCD displays via web-based meter management system, such that the meter staff is not required to be present at the meter for changes to be made;
- C.3.1.1.7.3 backlit LCD for increased visibility in low-light condition (Backlight must be enabled automatically via light sensitivity, and will require no additional settings to be adjusted. Additionally, backlight must only be enabled during a transaction in order to conserve battery power.);
- C.3.1.1.7.2 LCD contrast may be increased/decreased by user in order for the meter to adapt to the surrounding environmental conditions;
- C.3.1.1.7.3 provides a mechanism to allow users to select (1) More time , (2) Less time, (3) CANCEL, and (4) OK to accept for any card transactions;
- C.3.1.1.7.4 UV resistant material protects the LCD and solar panel;
- C.3.1.1.7.5 continues to allow payment via credit card, debit card and or smart card in the event of a coin jam (During a jam, the meter will display “Cards only, No Coins” on the LCD display. In the event of a card reader jam, meter will continue to allow payment via coins/tokens. During such a jam, meter will display “Coins only, No Cards” on the LCD. In either event, the meter must be able to wirelessly notify maintenance staff of the location and type of jam via email, text message or both. In the event that both a coin jam and card reader jam are present, the meter will display “Out of Order”. All of these messages can be remotely updated and programmed via web-based management system.); and
- C.3.1.1.7.6 manages enforcement by color coded LEDs (millicandela rating of 5000mcd or greater and 30 degrees or greater viewing angle) The standard configuration will be GREEN for paid status and RED during expired time. Meters must have the capability to have expiration, grace period, duration of flashing LEDs, and other LED operating parameters remotely programmed via web-based management system.
- C.3.1.1.8 Security** - The contractor shall provide the following minimum security requirements:
 - C.3.1.1.8.1 Complies with Level 1 Payment Card Industry Data Security Standard and Payment Application Data Security Standard (PA-DSS) (The contractor shall provide proof of compliance.);
 - C.3.1.1.8.2 payment gateway provider or software meets the terms of the Visa Cardholder Information Security Program (CISP) and the MasterCard Site Data Protection (SDP) programs;

C.3.1.1.8.3 coin canister and the bill stacker are not accessible from the maintenance compartment; and

C.3.1.1.8.4 meter mechanism communicates with a Radio Frequency Identification (RFID) tag mounted inside the meter housing such that the meter automatically knows where it is located and is able to download its pole specific location configuration e.g. rates, display information, max stay period from the host server based upon information stored on the RFID tag.

C.3.1.1.9 Meter Housing and Surfaces – The Contractor shall supply a multi space meter whose meter housing and surfaces meet the following minimum specifications:

C.3.1.1.9.1 Is constructed of material that provides exceptional weather protection and resistance to vandalism;

C.3.1.1.9.2 locks in place at four corners using same lock/key system in place today;

C.3.1.1.9.3 is strongly resistant to graffiti and gluing (Both graffiti and glue are easily removable with a strong cleanser without damage or discoloration.);

C.3.1.1.9.4 provides a tough, scratch-resistant and easily cleaned outer surface that is resistant to weather, fading from sunlight; and

C.3.1.1.9.5 has window that provides clear view of the digital display and is UV stabilized to resist yellowing. This transparent display must be highly resistant to impacts, scratches and solvents.

C.3.1.1.10 Open Application Programming Interface (API) - The contractor shall provide a system that meets the open application programming interface requirements listed below:

C.3.1.1.10.1 integrates meter data in a single aggregating system;

C.3.1.1.10.2 provides the following three chief services related to open API:

C.3.1.1.10.2.1 provides system maintenance to include event shutdown and configuration management of:

C.3.1.1.10.2.1.1 Payment Options,

C.3.1.1.10.2.1.2 Credit Card Settings,

C.3.1.1.10.2.1.3 Hours of Operations,

C.3.1.1.10.2.1.4 Receipt Printer Setting,

C.3.1.1.10.2.1.5 Encryption Level,

C.3.1.1.10.2.1.6 Rates/Pricing,

C.3.1.1.10.2.1.7 Daylight Saving,

C.3.1.1.10.2.1.8 Clock Synchronization,

C.3.1.1.10.2.1.9 Set Sleep Timer,

C.3.1.1.10.2.1.10 Configure Mode (Pay by Stall or Pay By Display),

C.3.1.1.10.2.1.11 Firmware Update, and

- C.3.1.1.10.2.2 provides the following purchases and occupancy data:
- C.3.1.1.10.2.2.1 Pre-Purchase Transaction,
- C.3.1.1.10.2.2.2 Max Purchase,
- C.3.1.1.10.2.2.3 Real time CC processing,
- C.3.1.1.10.2.2.4 Authorize Credit Card,
- C.3.1.1.10.2.2.5 Settle Credit Card,
- C.3.1.1.10.2.2.6 Mobile Access,
- C.3.1.1.10.2.2.7 Add meter time,
- C.3.1.1.10.2.2.8 Occupancy start,
- C.3.1.1.10.2.2.9 Occupancy end, and

C.3.1.1.10.2.3 integrates the following data with the parking meter management contractor's meter management database for reporting purposes:

- C.3.1.1.10.2.3.1 Financial:
- C.3.1.1.10.2.3.1.1 Export Financial data,
- C.3.1.1.10.2.3.1.2 Date and time of collection,
- C.3.1.1.10.2.3.1.3 Date and time of previous collection,
- C.3.1.1.10.2.3.1.4 Total amount of money in the collection,
- C.3.1.1.10.2.3.1.5 Total amount in coins,
- C.3.1.1.10.2.3.1.6 Total amount of credit card payments by credit card type,
- C.3.1.1.10.2.3.1.7 Total number of tickets/receipts issued,
- C.3.1.1.10.2.3.1.8 Stall reports showing valid stalls, unpaid stalls or paid since last report stalls,
- C.3.1.1.10.2.3.1.9 Report Hours for Repair,
- C.3.1.1.10.2.3.1.10 Report System Diagnostics,
- C.3.1.1.10.2.3.1.11 Report System operability,
- C.3.1.1.10.2.3.1.12 Date of the transactions with "from" and "to" parameters,
- C.3.1.1.10.2.3.1.13 Total deposits,
- C.3.1.1.10.2.3.1.14 Overpayments,
- C.3.1.1.10.2.3.1.15 Total transactions,
- C.3.1.1.10.2.3.1.16 First transaction number,
- C.3.1.1.10.2.3.1.17 Last transaction number today's total,
- C.3.1.1.10.2.3.1.18 Last 24 hours total,
- C.3.1.1.10.2.3.1.20 This month's total,
- C.3.1.1.10.2.3.1.21 Last month's total,
- C.3.1.1.10.2.3.1.22 This year's total, and
- C.3.1.1.10.2.3.1.23 Last year's total;

- C.3.1.1.10.2.3.2 Transactions:
- C.3.1.1.10.2.3.2.1 Transaction Date,
- C.3.1.1.10.2.3.2.2 Transaction Time,
- C.3.1.1.10.2.3.2.3 Payment Method,
- C.3.1.1.10.2.3.2.4 Rate,
- C.3.1.1.10.2.3.2.5 Payment Station Number, and
- C.3.1.1.10.2.3.2.6 Credit card type;

- C.3.1.1.10.2.3.3 Device:
- C.3.1.1.10.2.3.3.1 Machine serial number,
- C.3.1.1.10.2.3.3.2 Firmware Version,
- C.3.1.1.10.2.3.3.3 Meter Status -Up Time, and
- C.3.1.1.10.2.3.3.4 Meter Status - True Up System;

- C.3.1.1.10.2.3.4 Alarms:
- C.3.1.1.10.2.3.4.1 Coin Collection, and
- C.3.1.1.10.2.3.4.2 Shutdown;

- C.3.1.1.10.2.3.5 Stall/parking spot Information:
- C.3.1.1.10.2.3.5.1 Available,
- C.3.1.1.10.2.3.5.2 Paid/Unpaid,
- C.3.1.1.10.2.3.5.3 Last Report,
- C.3.1.1.10.2.3.5.4 Transactions; and

- C.3.1.1.10.2.3.6 Tracking: (node, zone, area, block, meter, parking space).

- C.3.1.1.11 **Cell Phone Integration** – The Contractor shall supply a multi-space parking meter that possesses the following cell phone integration features:

- C.3.1.1.11.1 has a pay by cell phone option;

- C.3.1.1.11.2 has the capability to add time through the cell phone, if the initial payment was made at the pay station;
- ;
- C.3.1.1.11.3 has the capability to enable the user to add time at the pay station, if the initial payment was made through the cell phone;

- C.3.1.1.11.4 notifies the user through the cell phone prior to expiration of the parking time, if a payment was made by cell phone; and

- C.3.1.1.11.5 generates and transmits to enforcement officers a wireless report of valid vehicles paid.

- C.3.1.2 In-Street Space Sensing Technology Vehicle Detection System (CLIN 0002) -**
The Contractor shall supply and install a space sensing monitoring meter occupancy technology that meets the following performance requirements:

- C.3.1.2.1 enables the user to monitor both space and payment activity;

- C.3.1.2.2 transmits information on occupancy and payment to a web portal.

- C.3.1.2.3 when a parking violation occurs, automatically alerts parking enforcement personnel in real time, by existing wireless handheld technology; and

C.3.1.2.4 provides historical space-sensing data by web portal.

C.3.2 American Disabilities Act (ADA) Compliance (CLIN 0001) - The contractor shall install the meters in accordance with the following ADA compliance requirements:

C.3.2.1 High forward reach must be 1200 mm, or 48 inches maximum;

C.3.2.2 low forward reach must be 380 mm or 15 inches above the surface;

C.3.2.3 all operable parts on the meter must be operable with one hand, and shall not require tight grasping, pinching, or twisting of the wrist; and

C.3.2.4 the force required to activate operable parts must not exceed 22 N (5 lbs).

C.3.3 Parking Space, Signs, Markings And Labels (CLIN 0003) - The contractor shall provide all the management, supervision, labor, equipment, materials, supplies and transportation to supply and install the signs, markings and labels that govern the multi-space meters in accordance with the following minimum specifications:

C.3.3.1 Each parking space must be identified by number, and clearly indicated on posts, located between spaces, and at a distance of 12 inches from the curb.

C.3.3.1 Each parking space must be indicated by pavement markings, white, in semi-outline, and according to the requirements of Standard Specifications For Highway and Structures, and upon review by DDOT.

C.3.3.1 Each installed meter must have posted signage, which include a) Pay-to-Park anchor signs, and b) two (2) coin-to-hand signs. All signage must be installed according to the requirements of Standard Specifications For Highway and Structures, and upon review by DDOT.

C.3.3.1 At each location, the contractor shall supply and install standard decals to provide adequate instructional and/or meter usage information to end-users, and upon review by DDOT.

C.3.4 Project Management Plan and Schedule - The Contractor shall develop and submit to the COTR for review and approval prior to initiating the work a Project Management Plan and Schedule.

C.3.5 Project Management Meetings - The Contractor shall participate in Project Management Meetings of which the time, place and frequency will be determined by the COTR.

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this 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 March 2007. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

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

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4), one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

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

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001,	Pay-By Multi-Space Parking Meters		Package and shipped industry standard	Begin installation 30 days from contract award date
0002,	Provide and install street sensors		Package and shipped industry standard	Begin installation 30 days from contract award date
0003,	Install signs governing meters			30 days from receipt of meter installation location(s)

0001, 0002, 0003	Management Plan and Schedule			14 days from contract award date
0001, 0002, 0003	Attend Project Meetings	1	In person or as agreed with COTR	To Be Determined

F.3.1

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

SECTION G: CONTRACT ADMINISTRATION

G.1 ORDERING CLAUSE

G.1.1.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

G.1.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.1.3 If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

G.2 INVOICE PAYMENT

G.2.1 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.2.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.3 INVOICE SUBMITTAL

G.3.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Office of the Controller/Agency CFO
Customer Care Division
Address: 2000 14th Street, N.W., 6th Floor
Telephone: (202) 671-2300

G.3.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.3.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.3.2.2 Contract number and invoice number;

- G.3.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.3.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.3.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.3.2.6** Name, title, phone number of person preparing the invoice;
- G.3.2.7** 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.3.2.8** Authorized signature.

G.4 PAYMENT

- G.4.1** Payment to the Contractor shall be based on a firm-fixed percentage of the total parking meter revenue collected.

G.5 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.5.1** 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.5.2** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.6 ASSIGNMENT OF CONTRACT PAYMENTS

- G.6.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.6.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.6.3** 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.7 THE QUICK PAYMENT CLAUSE

G.7.1 Interest Penalties to Contractors

G.7.1.1.1 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:

- G.7.1.1.1.1 the 3rd day after the required payment date for meat or a meat product;
- G.7.1.1.1.2 the 5th day after the required payment date for an agricultural commodity; or
- G.7.1.1.1.3 the 15th day after the required payment date for any other item.

G.7.1.2 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.7.2 Payments to Subcontractors

G.7.2.1 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:

G.7.2.1.1.1 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

G.7.2.1.2 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.7.2.2 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:

- G.7.2.2.1 the 3rd day after the required payment date for meat or a meat product;
- G.7.2.2.2 the 5th day after the required payment date for an agricultural commodity; or
- G.7.2.2.3 the 15th day after the required payment date for any other item.

G.7.2.3 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.7.2.4 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.8 CONTRACTING OFFICER (CO)

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

Contracting Officer:	Jerry M. Carter, Contracting Officer Office of Contracting & Procurement District Department of Transportation
Address:	2000 14 th Street, N.W., 6 th Floor Washington, D.C. 20009
Telephone:	202-671-2270
E-mail:	jerry.carter@dc.gov

G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.9.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.9.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.9.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.10 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.10.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.10.1.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.10.1.2 Coordinating site entry for Contractor personnel, if applicable;

- G.10.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.10.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.10.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.10.2 The address and telephone number of the COTR is:
 - COTR:** Tierney Viteri
 - Title:** Assistant Program Manager
 - Address:** 2000 14th Street, N.W., 7th Floor
Washington, D.C. 20009
 - Telephone:** 202-671-1352
 - Fax:** 202-671-0667
 - Email Address:** tierney.viteri@dc.gov
- G.10.3 The COTR shall NOT have the authority to:
 - G.10.3.1 Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 - G.10.3.2 Grant deviations from or waive any of the terms and conditions of the contract;
 - G.10.3.3 Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;
 - G.10.3.4 Authorize the expenditure of funds by the Contractor;
 - G.10.3.5 Change the period of performance; or
 - G.10.3.6 Authorize the use of District property, except as specified under the contract.
- G.10.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1.1 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.1.1.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No. 10, dated June 15, 2010, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on

whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR 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, sec. 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:
 - H.5.2.1 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
 - H.5.2.2 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:
 - H.5.3.1 Number of employees needed;
 - H.5.3.2 Number of current employees transferred;
 - H.5.3.3 Number of new job openings created;
 - H.5.3.4 Number of job openings listed with DOES;
 - H.5.3.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - H.5.3.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - H.5.3.6.1 Name;
 - H.5.3.6.2 Social Security number;
 - H.5.3.6.3 Job title;

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- H.5.3.6.4 Hire date;
 - H.5.3.6.5 Residence; and
 - H.5.3.6.6 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:
- H.5.5.1 Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
 - H.5.5.2 Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - H.5.5.2.1 Material supporting a good faith effort to comply;
 - H.5.5.2.2 Referrals provided by DOES and other referral sources;
 - H.5.5.2.3 Advertisement of job openings listed with DOES and other referral sources; and
 - H.5.5.2.4 .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:
- H.5.6.1 A good faith effort to comply is demonstrated by the Contractor;
 - H.5.6.2 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.
 - H.5.6.3 The Contractor enters into a special workforce development training or placement arrangement with DOES; or
 - H.5.6.4 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 Fiscal 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 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

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

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

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

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

H.8.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.8.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.5 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

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

- H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:
- H.8.8.1 Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- H.8.8.2 Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- H.8.8.3 Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- H.8.8.4 Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- H.8.8.5 Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- H.8.8.6 An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- H.8.8.7 Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- H.8.8.8 Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- H.8.8.9 Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- H.8.8.10 Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

H.9 SUBCONTRACTING PLAN COMPLIANCE

H.9.1 Reporting. If the Contractor has an approved subcontracting plan under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.9.1.1.1 The dollar amount of the contract or procurement;

H.9.1.2 A brief description of the goods procured or the services contracted for;

H.9.1.3 The name of the business enterprise from which the goods were procured or services contracted;

H.9.1.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.1.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.1.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.1.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.2 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.2.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the contracting officer determines the Contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.2.2 In addition, the willful breach by the Contractor of an approved subcontracting plan for utilization of certified business enterprises, the failure to submit a subcontracting plan compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

H.10 WARRANTY – Equipment and Service

The contractor shall certify their products and replace free of charge in case any malfunctions occur. Product malfunctions must not result in any cost to the customers.

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 November 2004 (“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 CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

I.8.1 GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the

insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

- I.8.1.1.1 Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
- I.8.1.2 Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- I.8.1.3 Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- I.8.1.4 Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- I.8.1.5 Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
- I.8.2 DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

I.8.3 **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

I.8.4 **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

I.8.5 **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.8.6 **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

I.8.7 **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Contracting Officer: Jerry M. Carter
Address: 2000 14th Street, N.W., 6th Floor
 Washington, D.C. 20009
E-mail: jerry.carter@dc.gov

I.8.8. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

I.9 **EQUAL EMPLOYMENT OPPORTUNITY**

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

I.10 **ORDER OF PRECEDENCE**

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

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The

following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

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

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 GOVERNING LAW

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

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 10, June 15, 2010
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at www.ocp.dc.gov click on "Living Wage Act of 2006"
J.6	Tax Certification Affidavit available at www.ocp.dc.gov click on "Solicitation Attachments"
J.7	Cost/Price Certification and 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 (Attachment J.1), “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

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 of the offeror 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);

- (i) 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
 - (ii) 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.6.

K.8 CERTIFICATION OF ELIGIBILITY

The offeror's signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;

A. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;

B. does not have a proposed debarment pending; and

C. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the offeror's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1.1 Most Advantageous to the District

The District intends to award up to two (2) contracts resulting from this solicitation to the responsible offerors whose offers conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

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

L.2 PRE-PROPOSAL CONFERENCE

L.2.1 A pre-proposal conference will be held on Monday, February 28, 2011 at 10:30 a.m. in the 3rd Floor Bid Conference Room, Reeves Municipal Center, 2000 14th Street, NW, Washington, DC. 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.2.2 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 five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

L.3 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.3.1 One original and six (7) 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. 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. DCKA-2011-R-0068, Multi-Space Parking Meter" and name of offeror.

Submit to: Office of Contracting and Procurement
Bid Room
2000 14th Street, N.W.
3rd Floor
Washington, D.C. 20009

L.3.2 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 and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.3.3 Responses to this solicitation should be organized in the following manner:

L.3.3.1 Technical Proposal consisting of Sections:

L.3.3.1.1.1 Executive Summary

L.3.3.1.2 Section One: Technical Approach

L.3.3.1.3 Section Two: Technical Expertise; and

L.3.3.1.4 Section Three: Past Performance

L.3.3 TECHNICAL PROPOSAL

The information requested 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, the Statement of Work.

L.3.3.1 **Executive Summary (not to exceed 3 pages):**

Provide an overview of Offeror's proposal. Clearly include any assumptions made responding to the RFP and any exceptions made in the offer. The Executive Summary should also identify any uncertainties and briefly explain how the Offeror intends to address those uncertainties.

L.3.3.2 **Section One - Technical Approach (10 page maximum):**

Technical proposals should provide a written narrative of the offeror's service description providing evidence of the offeror's understanding of the technical components of the requirements. In this section, the offeror demonstrates in a clear logical manner an awareness of the scope and complexity of services to be provided.

At a minimum, offerors must provide in their Technical Approach operational descriptions of:

- L.3.3.2.1 The Technical Approach should be a brief explanation of the methodologies, strategies, and capabilities that the offeror intends to apply to the Work Statement and Requirements described by DDOT in this RFP. Offerors should provide the following information to describe their technical approach:
 - L.3.3.2.1.1 A discussion of system functionality;
 - L.3.3.2.1.2 discussion of transaction information flow from meter to payment gateway to include flow chart;
 - L.3.3.2.1.3 description of display capabilities. Additionally, proposal shall identify how different languages are supported;
 - L.3.3.2.1.4 equipment, meter and in-street sensor specifications, including materials, thickness, water-seal, and safety design elements;
 - L.3.3.2.1.5 Warranty/Maintenance;
 - L.3.3.2.1.6 Products Part Delivery;
 - L.3.3.2.1.7 Customer Service Plan;
 - L.3.3.2.1.8 Implementation Schedule; and
 - L.3.3.2.1.9 Training and Support.

- L.3.3.3 **Section Two - Technical Expertise (10 page maximum):**
 - L.3.3.3.1 This factor encompasses the offeror's technical capacity to perform the required services as described in C.3, including the offeror's quality assurance plan, system to measure and trace service delivery outcomes, and the scheduling, coordination and documentation of the requirements. This factor examines technical capacity and the overall contribution and utilization of the offeror's techniques and processes in the successful fulfillment of the requirements. In describing its technical expertise offeror's shall provide the following information:
 - L.3.3.3.1.2 Provide an organizational chart that demonstrates the offeror's understanding and availability of staff to fulfill the required minimum staffing positions;
 - L.3.3.3.1.3 Provide staff information including cameos and certificates, demonstrating the qualifications and expertise of the offeror's proposed staff to meet the minimum qualifications for required staff and the expertise to perform the services required. Offeror provides position descriptions indicating the offeror's awareness and distribution of the minimum responsibilities for each staff position and acknowledges and assigns the

responsibilities to perform the requirements among the offeror's proposed staff. The offeror's staff information, including resumes, certificates and position descriptions are consistent with the information presented in the offeror's organizational chart; and

L.3.3.3.1.4 The contractor shall submit proof of compliance with Level 1 Payment Card Industry Data Security Standard and Payment Application Data Security Standard (PA-DSS).;

L.3.3.4 **Section Three - Past Performance (3 pages maximum)**

L.3.3.4.1 As noted in Section M, past performance is a key evaluation factor. By past performance, the District means the Offeror's record of conforming to specifications and to standards of good workmanship, forecasting and controlling costs; and adherence to contract schedules, including the administrative aspects of performance. The Offeror's reputation for reasonable and cooperative behavior and their commitment to customer satisfaction will be assessed, along with their business like concern for the interest of their customer.

L.3.3.4.2 Provide information regarding your last three relevant contracts in terms of size and scope (but not more than five (5) years old). You may submit more than three if necessary to properly cover specialized areas of performance or because of the broad scope of the work. Sending in more than three that are all for the same type of work is unnecessary and discouraged. Provide the following information:

L.3.3.4.3 The name and address of the organization for which the services were performed; the name and current telephone number of the responsible technical representative of the organization; the contract number; the type of contract; and a brief description of the services provided, including the length of performance and the total dollar amount.

L.3.3.4.4 In addition, explain how the reference applies to this RFP's Statement of Work. DDOT/OCF personnel may use this information to contact representatives to obtain information regarding your performance.

L.3.3.4.5 Briefly explain how well you met the contract quality and schedule requirements.

L.3.3.4.6 List any contract under which you received either a cure notice or show cause letter, or that was terminated for default or for the convenience of the Government within the past five (5) years. Briefly explain the circumstances in each such instance.

L.3.3.4.7 DDOT personnel will evaluate the quality of the Offeror's past performance based on information provided by the Offeror, as well as other relevant past performance information obtained from other sources.

L.4 PRICE PROPOSAL - COST OR PRICING DATA REQUIRED

The Offeror shall submit the price proposal consisting of the price schedule contained in Section B in a separate envelope. In addition, the Offeror shall include a narrative stating the material assumptions utilized in developing its price proposal. The Offeror shall also provide supporting detail on its price submission for each CLIN which includes a breakdown of the Offeror's price by major cost category, including, but not limited to, labor, overhead, travel cost, subcontractor, general and administrative expenses and fee

(profit). Cost escalation assumptions in case that option years are exercised. See Attachment J.7 – Cost/Price Package. The Offeror shall sign and date the Cost/Price Certification form and submit it with his price proposal and use the instructions to prepare its cost or pricing data.

L.5 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.5.1 Proposal Submission

Proposals must be submitted no later than 2:00 p.m. on March 7, 2011. 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:

L.5.1.1.1 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;

L.5.1.2 The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

L.5.1.3 The proposal is the only proposal received.

L.5.2 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 and time for receipt of proposals.

L.5.3 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.5.4 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.5.5 Late Proposals

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

L.6 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating 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 ten (10) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten (10) days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.7 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, Jerry M. Carter, 2000 14th Street, N.W., Washington, D.C. 20009, 202-671-2270, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of 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 CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.8.1 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.8.2 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.9 PROPOSALS WITH OPTION YEARS

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

L.10 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 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.11 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.12 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.13 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.14 PROPOSAL COSTS

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

L.15 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 §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 §2-534(a)(1).

L.16 CERTIFICATES OF INSURANCE

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

Contracting Officer:	Jerry Carter, Contracting Officer
Address:	2000 14 th Street, N.W. Washington, D.C. 20009
Telephone:	202-671-2270
Fax:	202-671-0664
Email:	jerry.carter@dc.gov

L.17 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, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.18 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to

submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.19 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.19.1 Name, address, telephone number and federal tax identification number of offeror;

L.19.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.19.3 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.20 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.21 GENERAL STANDARDS OF RESPONSIBILITY

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

L.21.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

- L.21.2** 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.21.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.21.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.21.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.21.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.21.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.21.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

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. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
1	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.
2	Poor	Marginally meets minimum requirements; significant deficiencies which may be correctable.
3	Acceptable	Meets requirements; only minor deficiencies which are correctable.
4	Good	Meets requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

For example, if a factor has a point evaluation of 0 to 20 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the factor, the score for the factor is 16 (4/5 of 20).

M.3 EVALUATION STANDARDS

M.3.1 Technical Approach:

This factor considers the Technical Approach to be utilized by the offeror to perform the requirements as described in Section C of this solicitation. This factor examines the Offeror’s proposed technical approach to proposed technical plan, including the offeror’s product description, service delivery, and knowledge of the population to be served to perform the required work. It also examines the offeror’s knowledge and application of recognized industry standards and best practice models. This factor examines all elements of the technical approach and the interdependency of each element in the successful delivery of the required services.

The standard is met when the Offeror submits with its proposal all of the information required by Section L.3.3.2.

M.3.2 Technical Expertise:

M.3.2.1 This factor considers the technical expertise to be accessed and provided by the offeror to perform the District’s requirements as described in Section C of this solicitation. This factor encompasses all components of the offeror’s staff and staff-related activities including the offeror’s organizational structure, the qualifications and expertise of the offeror’s proposed staff, and the offeror’s staff development initiatives. This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements.

M.3.2.3 The standard is met when the offeror submits in its proposal all of the information required by Section L.3.3.3.

M.3.3 Past Performance:

M.3.3.1 This factor considers the offeror’s past performance in performing services similar to the required services as described in Section C of this solicitation. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction of the offeror’s performance

The standard is met when the offeror submits in its proposal all of the information required by Section L.3.3.4.

M.4 EVALUATION FACTORS

Technical proposals will be rated based upon the extent to which Offerors demonstrate, in clear and concise language, their experience, knowledge and understanding of issues relating to management, rehabilitation and maintenance of the assets covered by this RFP. Offerors shall refer to section L.3 of this RFP for instructions regarding the format of technical proposals.

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance. Offerors shall refer to Section L.3.3 for instructions regarding the format of the Technical Proposal.

NUMBER	EVALUATION FACTORS	POINTS
1.	Technical Approach	20

2.	Technical Expertise	20
3.	Past Performance	10
4.	Price	50
	Total Points	100

M.4.1 Technical Approach (Maximum 20 points)

The District will use the following criteria to evaluate and offeror’s Technical Approach:

- M.4.1.1.1 The extent to which Offerors provide a clear, concise, high probability for success work plan for meeting all of the performance standards set forth in Section C. This includes staffing, materials, and equipment, as well as work methods, functional efficiency and flexibility, and coordination with government agencies and other organizations.
- M.4.1.2 The extent to which Offerors demonstrate the ability to respond to emergency conditions.
- M.4.1.3 The extent to which assumptions and deviations made by the Offeror threaten the probability of success of the contract.
- M.4.1.4 The extent to which Offerors have proposed viable solutions for resolving any technical uncertainties.

M.4.2 Technical Expertise (Maximum 20 points)

The District will use the following criteria to evaluate an Offeror’s Technical Expertise:

- M.4.2.1 The extent to which the District finds the qualifications and experience of the proposed program manager to be adequate and relevant
- M.4.2.2 The extent to which the qualifications and experience of key personnel by task area, for the proposed Prime Contractor and the subcontractors, relate to asset management referenced in this RFP.

M.4.3 Past Performance (Maximum 10 points)

The District will use the following criteria in evaluating Past Performances:

- M.4.3.1 The extent to which the Offeror possesses experience and past performance on design, installation, and operation of parking technology, as well as trouble-shooting and other major components of this effort;
- M.4.3.2 The relevance of past performance management experience examples provided by the Offeror;
- M.4.3.3 The quality of references provided by the identified contact personnel;
- M.4.3.5 Feedback from contact references on the Offeror’s performance on the project.

M.4.1 PRICE (50 Points Maximum)

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:

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

M.5 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.6 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES (CBE) (12 Points Maximum)

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

M.6.1 Subcontracting Requirements

If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

- M.6.1.1.1** At least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods

and supplies are purchased from certified small business enterprises; or

M.6.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.5.1.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

M.6.2 Application of Preferences

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

M.6.2.1 Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

M.6.2.2 Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.6.2.3 Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.6.2.4 Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.6.2.5 Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.6.2.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.6.3 Maximum Preference Awarded

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

M.6.4 Preferences for Certified Joint Ventures

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

M.6.5 Verification of Offeror's Certification as a Certified Business Enterprise

M.6.5.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.6.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.6.5.3All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6.6 Subcontracting Plan

If the prime contractor intends to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.5.1. The prime contractor responding to this solicitation which intends to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror intends to subcontract in accordance with the provisions of section M.5.1, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

M.6.6.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.6.6.2 A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

- M.6.6.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- M.6.6.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- M.6.6.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- M.6.6.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the CO, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.6.6.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the CO, and submit periodic reports, as requested by the CO, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.6.6.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- M.6.6.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.6.7 Compliance Reports

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

- M.6.7.1** The dollar amount of the contract or procurement;
- M.6.7.2** A brief description of the goods procured or the services contracted for;
- M.6.7.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- M.6.7.4** Whether the subcontractors to the contract are currently certified business enterprises;
- M.6.7.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

M.6.7.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.6.1; and

M.6.7.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.6.1.

M.6.8 Enforcement and Penalties for Breach of Subcontracting Plan

M.6.8.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the CO determines the contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.6.8.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach, failure, or falsified submission.

M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.7.1 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.7.2 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.