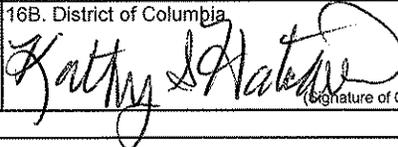


| | | | | | | |
|---|--|----------------------------------|--------------------|---|---|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. Contract Number | | 1 | 1 |
| 2. Amendment/Modification Number 3 | | 3. Effective Date See box 16C | | 4. Requisition/Purchase Request No. N/A | | 5. Solicitation Caption Pay-By Multi-Space Parking Meters |
| 6. Issued By: District Department of Transportation Office of Contracting and Procurement 2000 14th Street, N.W., 6th Floor Washington, D.C. 20009 | | | Code | 7. Administered By (If other than line 6) Department of Public Works Office of Contracting and Procurement 2000 14th Street, N.W., 3rd Floor Washington, DC 20009 | | |
| 8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code) | | | | <input checked="" type="checkbox"/> | 9A. Amendment of Solicitation No. DCKA-2011-R-0068 | |
| | | | | | 9B. Dated (See Item 11) 2/2/2011 | |
| | | | | | 10A. Modification of Contract/Order No. | |
| | | | | | 10B. Dated (See Item 13) | |
| Code | | Facility | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | |
| <input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified. | | | | | | |
| 12. Accounting and Appropriation Data (If Required) | | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14 | | | | | | |
| A. This change order is issued pursuant to: (Specify Authority) The changes set forth in Item 14 are made in the contract/order no. in item 10A. | | | | | | |
| B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2. | | | | | | |
| C. This supplemental agreement is entered into pursuant to authority of: | | | | | | |
| D. Other (Specify type of modification and authority) | | | | | | |
| E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> | | | | | | |
| 14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) This amendment is issued to modify the Price Schedule, Specifications/Statement of Work, contract terms and conditions, to extend the proposal submission date, and to respond to perspective bidders' questions. | | | | | | |
| 1. The Proposal Submission date has been extended from March 28, 2011 to April 8, 2011. 2. See Attachment A, responses to perspective bidders' questions. 3. It is recommended that prospective offerors seek legal assistance regarding the Buy American Act as it applies to this procurement. Attachment B is provided so that it might provide some guidance. 4. See Attachment C, Pre-Proposal Conference Sign-In Sheets. 5. Delete page 3 and substitute with pages 3-R, 3-Ra, and 3-Rb. 6. Delete pages 7, 8, 10, 11, 13, 14, 23, and 46 and substitute with pages 7-R, 8-R, 10-R, 11-R, 13-R, 14-R, 23-R, and 46-R. 7. Delete page 17 and substitute with pages 17-R and 17-Ra. 8. Delete page 33 and substitute with pages 33-R, 33-Ra, and 33-Rb. 9. On page 61, Section m.6.6, Subcontracting Plan, third line, delete M.5.1 and replace with M.6.1. | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect | | | | | | |
| 15A. Name and Title of Signer (Type or print) | | | | 16A. Name of Contracting Officer Kathy S. Hatcher | | |
| 15B. Name of Contractor | | 15C. Date Signed | | 16B. District of Columbia  | | 16C. Date Signed 3-21-2011 |
| (Signature of person authorized to sign) | | | | (Signature of Contracting Officer) | | |

B.6.2

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

B.6.2.1 CORE CONTRACT (CLINs 0001 through CLINs 0006)

| 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 | \$ _____ | \$ _____ |
| CLIN 0004 | Credit card processing fees | EA | 1 | \$ _____ | \$ _____ |
| CLIN 0005 | Annual operating fees | EA | 1 | \$ _____ | \$ _____ |
| CLIN 0006 | Sensor operating fees | EA | 1 | \$ _____ | \$ _____ |
| Grand Total for B.6.2.1 | | | | | \$ _____ |

B.6.2.2

ADDITIVE ALTERNATE CLIN 0007 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 0007 | Supply and install pay-by- space multi-space parking meters with bill acceptor | EA | 100 | \$ _____ | \$ _____ |
| Grand Total for B.6.2.2 | | | | \$ _____ | \$ _____ |

B.6.3 OPTION YEAR 1

| Contract Line Item No. (CLIN) | Item Description | Unit of Measure | Estimated Quantity | Unit Price | Total Price |
|--------------------------------------|-----------------------------|------------------------|---------------------------|-------------------|--------------------|
| CLIN 1004 | Credit card processing fees | EA | 1 | \$ _____ | \$ _____ |
| CLIN 1005 | Annual operating fees | EA | 1 | \$ _____ | \$ _____ |
| CLIN 1006 | Sensor operating fees | EA | 1 | \$ _____ | \$ _____ |
| Grand Total for B.6.3 | | | | \$ _____ | \$ _____ |

B.6.4 OPTION YEAR 2

| Contract Line Item No. (CLIN) | Item Description | Unit of Measure | Estimated Quantity | Unit Price | Total Price |
|--------------------------------------|-----------------------------|------------------------|---------------------------|-------------------|--------------------|
| CLIN 2004 | Credit card processing fees | EA | 1 | \$ _____ | \$ _____ |
| CLIN 2005 | Annual operating fees | EA | 1 | \$ _____ | \$ _____ |
| CLIN 2006 | Sensor operating fees | EA | 1 | \$ _____ | \$ _____ |
| Grand Total for B.6.4 | | | | \$ _____ | \$ _____ |

B.6.5 OPTION YEAR 3

| Contract Line Item No. (CLIN) | Item Description | Unit of Measure | Estimated Quantity | Unit Price | Total Price |
|--------------------------------------|-----------------------------|------------------------|---------------------------|-------------------|--------------------|
| CLIN 3004 | Credit card processing fees | EA | 1 | \$ _____ | \$ _____ |
| CLIN 3005 | Annual operating fees | EA | 1 | \$ _____ | \$ _____ |
| CLIN 3006 | Sensor operating fees | EA | 1 | \$ _____ | \$ _____ |
| Grand Total for B.6.5 | | | | \$ _____ | \$ _____ |

B.6.6 OPTION YEAR 4

| Contract Line Item No. (CLIN) | Item Description | Unit of Measure | Estimated Quantity | Unit Price | Total Price |
|--|-----------------------------|----------------------------|-------------------------------|-------------------|--------------------|
| CLIN 4004 | Credit card processing fees | EA | 1 | \$ _____ | \$ _____ |
| CLIN 4005 | Annual operating fees | EA | 1 | \$ _____ | \$ _____ |
| CLIN 4006 | Sensor operating fees | EA | 1 | \$ _____ | \$ _____ |
| Grand Total for B.6.6 | | | | \$ _____ | \$ _____ |

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 record relevant information of each transaction, accessible from the back-end system. If the multi-space meter can provide a printed voucher to the customer, 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.2.3.
- C.3.1.1.1.11 Each multi-space parking meter must have the capability to provide dynamic pricing. Dynamic pricing changes would be based on real-time data and demand-responsive pricing; occupancy levels could trigger a change in the cost of meter payment.
- 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 multi-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 reject 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 is not required to have a bill acceptor. Yet, if the meter does have a bill acceptor, it must be multi-directional, and only accept U.S. bills (The meter must reject fraudulent bills.)
 - 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

- 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 DELETE
- C.3.1.1.3.4 DELETE
- 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 consists 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, meter, and collector),
 - C.3.1.1.5.6.3 Revenue Summary reports (daily, weekly, monthly, annually, by zone, route, street or meter),
 - C.3.1.1.5.6.4 Coin box level (% full),
 - C.3.1.1.5.6.5 Individual transactions (cash or credit) by meter,
 - 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, which must include date and time of transaction, amount paid, end time for paid space, and space number,
 - 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 meter),
 - 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 allow 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:

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 alphanumeric 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 DELETE
- 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 DELETE
- 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 using a similar or equally secure lock/key system that is in place today on multi-space parking meters;
 - C.3.1.1.9.3 is strongly resistant to graffiti and gluing (Both graffiti and glue aret 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),
 - C.3.1.1.10.2.1.11 Firmware Update, and

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

C.3.1.2.5 **Sensor Installation**

- C.3.1.2.5.1 Sensors need to be installed in the ground, flush-mounted, not surface-mounted;
- C.3.1.2.5.2 should not require any type of electric (PEPCO) power;
- C.3.1.2.5.3 core-drilling for sensors should require no more than a 4" wide x 2" deep hole;
- C.3.1.2.5.4 for all types of spaces, vehicle must have four wheels, be 20 feet in length, and be parked facing the direction of the traffic flow in the lane directly;
- C.3.1.2.5.5 for parallel spaces, vehicle cannot be more than six inches on the curb, or more than two feet from the curb;
- C.3.1.2.5.6 a vehicle from an adjacent space cannot protrude more than two feet into the defined space; and
- C.3.1.2.5.7 for perpendicular or angled spaces, vehicle cannot be on the curb, centerline of front where is within two feet of the curb, and the vehicle must be parked within the demarcations of the defined space.

C.3.1.2.6 **Sensor Operation**

At a minimum, sensors should:

- C.3.1.2.6.1 Initiate a parking space status changes when a car enters a space, or if a car leaves a space;
- C.3.1.2.6.2 sensors are fine tuned to sense vehicles in a defined, marked area; and
- C.3.1.2.6.3 95% of all sensors should report every day.

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.3.3.2 Space numbering signs will need to be approximately 8x8 and must indicate identify spaces by number and direction with an arrow.

- C.3.3.3 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.3.3.4 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.3.3.5 Pay to park and coin-to-hand signs will need to be approximately 12x18 and 18x12, respectively. Both signs will need to be consistent in color and typeface.
- C.3.3.6 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.

- 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 MEASURE OF PAYMENT

- G.4.1 Annual operating fees are to include licensing, backend system management, wireless, consumables, and maintenance.

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).”

H.10 **WARRANTY – Equipment and Service**

H.10.1 Definitions as used in this clause:

H.10.1.1 “Acceptance” means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

H.10.1.2 “Supplies” means the end items furnished by the Contractor and related services required under this contract. The word does not include “data.”

H.10.2 Contractor’s obligations:

H.10.2.1 Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 24 months from point of installation or from the date of delivery.

H.10.2.1.1 All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

H.10.2.1.2 the preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

H.10.2.2 When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor’s liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor’s plant, and return.

H.10.2.3 Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in Section H.10.2.1 of this clause and shall run from the date of delivery of the corrected or replaced supplies.

H.10.2.4 All implied warranties of merchantability and “fitness for a particular purpose” are excluded from any obligation contained in this contract.

H.10.3 Remedies available to the Government:

H.10.3.1 The Contracting Officer shall give written notice to the Contractor of any breach of warranties in Section H.10.2.1 of this clause within 45 days after discovery of the defect.

H.10.3.2 Within a reasonable time after the notice, the Contracting Officer may either:

H.10.3.2.1 Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform

- with the requirements of this contract within the meaning of Section H.10.2.1 of this clause; or
- H.10.3.2.2 retain such supplies and reduce the contract price by an amount equitable under the circumstances.
- H.10.3.3 If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer:
- H.10.3.3.1 May, for sampling purposes, group any supplies delivered under this contract;
- H.10.3.3.2 shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;
- H.10.3.3.3 may project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and
- H.10.3.3.4 need not use the same lot size as on original inspection or reconstitute the original inspection lots.
- H.10.3.4 Within a reasonable time after notice of any breach of the warranties specified in Section H.10.2.1 of this clause, the Contracting Officer may exercise one or more of the following options:
- H.10.3.4.1 Require an equitable adjustment in the contract price for any group of supplies.
- H.10.3.4.2 Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement;
- H.10.3.4.3 Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies; and
- H.10.3.4.4 Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.
- H.10.4** The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor:
- H.10.4.1 Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or
- H.10.4.2 fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

H.10.5

Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

H.10.6

The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

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 a single contract 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 (1) original and six (6) 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

ATTACHMENT A
DCKA-2011-0068
PAY-BY MULTI-SPACE PARKING METERS
QUESTIONS AND ANSWERS

Question 1: Section H.10 references warranty. Please confirm this should be for the base year only or for all subsequent optional renewal terms.

Response: Yes

Question 2: Section K references “Buy America”. Please describe how this will be evaluated.

Response: It will not be evaluated. It is a certification.

Question 3: Will DDOT consider any and all bidders on this solicitation regardless of their participation in the pilot program? Specifically, are you looking for “packaged” bids of vehicle detection and MSM, or can each be submitted separately?

Response: Yes, vendors will be given equal consideration regardless of participation in the pilot. DDOT is interested in a ‘packaged’ bid that includes the items listed in the specifications including but not limited to the multi-space meter, vehicle detection system, signage, and decals.

Question 4: Section L.111 gives DDOT the right to select up to two vendors. Please elaborate how DDOT plans to award multiple vendors or will DDOT only select one vendor (or package of vendors) for the 1,000 spaces?

Response: See response to Question #3.

Question 5: Will DDOT want to select their desired meter and vehicle sensing company regardless of how they are proposed – specifically, will sensing solution and a MSM solution potentially be selected separately by the city?

Response: See response to Question #3.

Question 6: Section L.2.2 provides for only one week from the time of the pre-bid to submit our response. We would like to propose a minimum of 4 weeks from the addendum issue date to submit our response. In part, we would like this 4-week window to conduct surveys of the deployment area to check for various municipal interferences that effect sensing technology.

Response: See Amendment No. 3, Block 14.

Question 7: Please describe the plans of DDOT for future expansion of MSM and vehicle sensors.

Response: DDOT intends to replace all aging, older-style parking meters with networked 'smart' meters.

Question 8: Please provide a detailed map of where DDOT plans to install the 1,000 vehicle sensors and the 100 MSM devices.

Response: The multi-space meters are to be installed on block faces that currently have the older-style single-space meters, as identified by DDOT. For this project, these meters will be removed. The accompanying vehicle sensors would be installed on those same block faces. DDOT will not provide these locations prior to the bid award.

Question 9: How, if at all, does the pricing from this solicitation effect future solicitations for the same solution of MSM and Vehicle sensors?

Response: See response to Question #7.

Question 10: Section C3.11.10 references dynamic pricing; please provide some detail as to how DDOT would prefer to have this managed. For example, would occupancy levels trigger the adjustment in pricing?

Response: Real-time data and demand-responsive pricing would have to work together to readjust parking patterns in the City, so that parking is easier to find. Yes, occupancy levels could trigger a change in the cost of meter payment.

Question 11: Would it be possible to get a listing of the eligible or submitted companies for the pay-by-cell contract?

Response: No.

Question 12: B.4 on page 2 requires a subcontracting plan required by law. Can the DDOT provide specific details on what must be provided in the subcontracting plan to be considered meeting the legal requirements?

Response: See Section H.9.

Question 13: The price schedule for multi-space meters indicates the DDOT requires multi-space meters without bill acceptors, but point C3.1.1.2.4 provides a specification requirement for a bill acceptor. Should this point be removed or does the DDOT require an optional quote for a multi-space meter with a bill acceptor?

Response: C3.1.1.2.4 to be amended as an option.

Question 14: As per C. 3.1.1.2.8, who is the District's merchant account provider? Will the District consider alternative merchants if the current one is not supported or is this requirement mandatory?

Response: The District is not seeking an alternative merchant account provider, and will not consider alternative merchants.

Question 15: For C.3.1.1.3.4, printers only accommodate one width of receipt. How does the DDOT envision this capability being provided or should this requirement read 2" or 3" wide receipts?

Response: C.3.1.1.3.4 will be amended for the printer to be an option on the multi-space meter. If the multi-space meter in your solution has the ability to provide receipts please acknowledge this, and the width of the receipt that your meter provides.

Question 16: C.3.1.1.5.5 – is a combination of a PC based and Internet based management system acceptable or is a web based only system mandatory?

Response: Yes, a combined PC based and Internet based management system is acceptable.

Question 17: For the requirement for 35% of the value of the contract to be sub-contracted to a local business, can a local business be established after the award of the contract or does it need to be in place prior to RFP submission?

Response: Need to be in place prior to award of contract.

Question 18: In point C.3.1.1.10 the RFP specifies that the City is looking for back-end system for enforcement that is integrated with their current "central parking enforcement computer system as described in section C.4.2.1" however, there is no section C.4.2.1 to reference. Please clarify.

Response: C.3.1.1.10 should read 'the back end system must be capable of integrating or communicating thorough handheld units used by DPW and the handheld units used by DDOT as described in Section C.2.3.'

Question 19: The City requests training and installation to be provided by the contractor. Please provide the scope of training that you would expect the city staff to receive. In regards to installation, what is the existing bolt patterns used? Will concrete slabs be supplied by the city?

Response: Installation of the multi-space parking meters is not a requirement described in the scope. Installation of posted signage, space markers, and street sensors is required, as described in the scope.

Question 20: In point c.3.1.1.1.11, the city requests that the meters are able to provide dynamic pricing. Please clarify the city's definition of dynamic pricing and how they see it being.

Response: See response to Question #10.

Question 21: Are there sign specifications available regarding size and color or do vendors select the size/colors they think are appropriate? Will single space meter posts be available for mounting signs?

Response: Vendors will select the size and colors they deem appropriate with a few exceptions. Pay-to park and coin-to-hand signs will need to be approximately 12x18 and 18x12, respectively. Both signs will need to be consistent in color and typeface. Space numbering signs will need to be approximately 8x8, and must indicate identify spaces by number and direction with an arrow.

Existing ground posts can be utilized for both pay-to park and coin-to-hand signs, where appropriate. Pay-to park and coin-to-hand signs signage that require installation and all posts for space-numbering will need to be provided as part of the vendor's packaged solution.

Question 22: Can you provide more detailed specifications on the vehicle sensor capabilities? Can you confirm that the sensors must be installed in the ground and not surface mounted?

Response: Sensors need to be installed in the ground, flush-mounted, not surface-mounted, and should not require any type of electric power. Core-drilling for sensors should require no more than a 4"wide x 2" deep hole.

Question 23: The RFP (see requirement below) states that the machines must accept valid and invalid coins and count them. Wouldn't this make collections more difficult as you would have to sort through valid and invalid coins and slugs?

Response: C.3.1.1.2.3 should read as follows: incorporates a feature that rejects invalid coins, including foreign coins, and other forms of payment such as washers and gaming tokens....

Question 24: Page 43 of the RFP mentions Buy America Certification. Can you confirm that the MSMs must meet Buy America requirements? What is the point value that will be assigned to proposals that meet these requirements?

Response: It is not a part of the proposal's criteria. Buy America is a certification that is required by Federal law. See Attachment B.

Question 25: The Price Schedule on page 3 of the RFP asks only for hardware costs. How should vendors propose on-going operations type costs such as back-office monitoring fees?

Response: On-going operations costs should include hardware, software, licensing fees, wireless system management, as well as back-office monitoring fees.

Question 26: Will the District require the prime or its subs to obtain the necessary permits related to the installation, removal and relocation of the MSM meter signs and the signs to denote the space markings? Or will DDOT waive the fees for these permits?

Response: Separate permits will be required for the installation of the meters, pay-to-park/coin-to-hand signs and sensors. For this project, the District will waive the permit fees and the lost meter revenue fees.

Question 27: Will the District require the prime or its subs to pay for a Public Space Bond?

Response: For this project, the District will not require the prime or its subs to pay for a Public Space Bond.

Question 28: What company's software is running on the District's enforcement handheld devices?

Response: With reference to Section C.2.3, DPW Parking Enforcement utilizes EZ-tag on the Dolphin 9500/9900 and DAP 5240X handhelds, and DDOT Traffic Control Enforcement utilizes PocketPEO on their MC75 Motorola Enterprise Digital Assistant handhelds.

Question 29: Is the District's position on the bill note acceptor for the Multi-Space meter an option or a requirement? Please clarify.

Response: See response to Question #13.

Question 30: In reviewing the Buy America Guidelines, which the DDOT follows, we respectfully request clarification because our company's meters are produced outside the United States. Simply stated, we are a US company selling a foreign made product. Are we excluded from responding to RFP DCKA-2011-R-0068 for Washington, DC? If we are excluded, but willing to commit to manufacturing the

product in the US, will our proposal be in compliance with this specific requirement as stated within the RFP?

Response: See Attachment B

Question 31: Will the City accept two offers from different Sensor Vendors within the same bid?

Response: No, DDOT is only interested in a package solution, which includes one sensor vendor.

Question 32: May we please have a copy of the attendance sign in sheet from the pre-bid?

Response: See Attachment C.

Question 33: In car metering was discussed the pre-bid, but specifications were not included in the RFP technical specifications. Will the City please inform vendors if they would like to receive pricing for this solution?

Response: The District will not accept or receive any pricing for the In Car Meter.

Question 34: In regards to requirement H.10 for the Warranty – what are the terms the City requires? What is the scope of warranty/service the District requires?

Response: See Amendment No.3 with revised pages 33-R, 33-Ra and 33-Rb.

Question 35: Will the City provide an additional pricing schedule that we can use to describe additional features that might benefit the City? Please confirm if the City requires a printer for the purpose of issuing a voucher/receipt.

Response: With reference to additional pricing schedules, see response to Question #53. With reference to the meter printer, see response to Question #15.

Question 36: Please further define the dynamic pricing that the City wants to use. During the pre-bid it was mentioned that the City wanted the ability to change rates at certain times of the day, “timed changes.” It was also mentioned that the city wanted the ability to have automatic changes. We would like to better understand how you want these changes to the meter to occur. Please provide a more detailed scope.

Response: See response to Question #10.

Question 37: Page 7 Tech Specs – mentions pay by space, but the c.2 section (pg. 6) talks about pay and display. Are you looking for pay by space or pay by display?

- Response:** C.2 on page 6 is the background of existing parking meters on the street, which are Pay-and-display multi-space parking meters. C.3 on page 7 is the scope and specifications which describe a requirement for Pay by Space multi-space parking meters.
- Question 38:** Page 11 Tech Specs – this is talking about wireless communication. C.3.1.1.5.6.2, 3, 5, 10 all talk about “poles” – Are you looking for single space meters? We understood the need to be multi space meters.
- Response:** The word ‘pole’ should be replaced with the word ‘meter’ in Sections C.3.1.1.5.6.2, C.3.1.1.5.6.3, C.3.1.1.5.6.5, and C.3.1.1.5.6.10.
- Question 39:** Page 14 Tech Specs – this is talking about Meter Housing and Surfaces – “locks in place at four corners using same lock/key system in place today.” Are you looking for single space meters?
- Response:** C.3.1.1.9.2 should read as follows: locks in place using a similar or equivalent lock/key system that is in place today on multi-space parking meters;
- Question 40:** Page 17 Tech Specs – this is talking about parking spaces, signs, markings and labels – C.3.3.1 and the same number right below. Is this a typo? It also seems to be talking about single space as well. Can we get clarification? Are you looking for single space meters?
- Response:** Posts are to be installed between parking spaces to identify space numbers. After parking in the identified space, the constituent will input the number as indicated on the post, into the meter for payment.
- Question 41:** Page 17 Tech Specs – C.3.3.1 – can we have an example of the signage and the exact physical specs you’re looking for? We also need to know the street number signs and their respective specs? Will the district please alert the vendors to any preferred signage vendors?
- Response:** B.6.2.1 indicates the number of signs required. For details on signage, see response to Question #21. The District has no preferred vendors for parking meter signage.
- Question 42:** Page 64 – there is a reference to C.4.2.1 but that section seems to be missing.
- Response:** See responses to both Questions #18 and #28.
- Question 43:** As other vendors send questions and answers, could we also have a copy of those questions/answers?

Response: This document is a complete list of all submitted questions and answers.

Question 44: Is there a preferred street sensor company the city would like to use?

Response: The District has no preferred vendors for street sensors.

Question 45: C.3.1.1.1.10 Does the District intend to integrate enforcement with all enforcing agencies – DPW, DDOT, MPD, USPP, USCP, etc. for the purpose of enforcing the meters? If yes, will the District provide the resources and funds to complete the integration separately from this procurement?

Response: The District does not seek to integrate enforcement with all ticket-writing agencies in the city. See response to Question #28, which specifically includes DDOT and DPW.

Question 46: C.4.2.1 This Section does not appear to be in the RFP solicitation. Please clarify.

Response: See response to Question #18.

Question 47: Can the District provide specific adjudication report requirements?

Response: Adjudication reporting requirements are as follows: Date and time of transaction, amount paid, end time of paid space, and space number.

Question 48: C.3.1.1.7.6 Is this a single or multi-space meter requirement?

Response: C.3.1.1.7.6 to be removed.

Question 49: C.3.1.1.8.4 Is this a single or multi-space meter requirement?

Response: C.3.1.1.8.4 to be removed.

Question 50: C.3.1.1.9.2 Can the District please clarify this requirement?

Response: See response to Question #39.

Question 51: C.3.1.1.11 Integration costs can vary from vendor to vendor. Does the District have a preferred pay-by-phone vendor? Will the District provide funding for this initiative, or is the vendor expected to bear these costs?

Response: The District is seeking a ‘packaged’ solution to include integration with the pay-by-phone vendor.

Question 52: C.3.3.1 During the pre-proposal meeting, the District expressed a preference to not use meter posts for this requirement. Is it the District's intent to use what is proposed by the awardee, or will a design and review process be required. If the latter, how is pricing to be established?

Response: See response to Question #21.

Question 53: G.4.1 Will the District consider price alternatives that include no up-front costs to the District?

Response: Price alternatives can be submitted as an option, but the District may not be able to consider these options based on the District's cash flow crisis.

Question 54: G.4.1 Will the District consider alternative price proposals that spread costs over 5 years?

Response: See response to Question #54.

Question 55: G.4.1 Is it the District's intent to amend the existing meter services contract to include maintenance and collections for the meters purchased under this procurement?

Response: This RFP only concerns the items listed in the CLINS.

Question 56: Attachment J.1 is incorporate by reference and refers to Contract Provisions dated March 2007 as well as documentation on the OCP Web site-which includes both Standard Contract Provisions dated March 2007 and July 2010. Which document prevails?

Response: Standard Contract Provisions, dated March 2007 prevails. Standard Contract Provisions, dated March 2010 are for online solicitations and small procurement.

Question 57: Since no waiver has been granted, we believe that July 2010 Provisions prevail and that for any project over \$250,000 any use of subcontractors require that 35% of the projects total value be subcontracted to District small/ certified business enterprises. Can the District confirm that if the total dollar value of this project is \$250,000 or greater, and subcontractors are utilized, that the 35% provision applies?

Response: See Section B.4 and Section M.6.1.

Question 58: Can the District confirm that all bidding entities are required to have a 35% small/certified BE subcontract requirement regardless of whether they are a

service firm or a part vendor unless the bidding entity itself is a LSDBE registered entity and exempt from the requirement?

Response: The above interpretation of the law is incorrect. The law requires any company that intends to subcontract must subcontract 35% of the contract value, (minus the cost of equipment, materials and supplies) to a CBE firm. Please read the law.

Question 59: L.1.1.1 Does the District desire one central system to consolidate and integrate information from the different systems/products? (e.g. Multi-space meters (potentially at least two different brands), IPS Meters, Pay by Cell, In-car meters, space sensors, report data, etc)?

Response: The District is not currently seeking integration of all existing metering systems as part of this RFP.

Question 60: How many copies of the proposal are required for submission, six or seven?

Response: One (1) original and six (6) copies.

Question 61: There is no section M.5.1 in the RFP. Can the District please clarify its intent?

Response: Reference section is incorrect. It should be Sections M.6.1 and M.6.1.1.1.

Question 62: There does not appear to be a category to include costs for the ongoing provision of the wireless meter management system and the network of integrated sensors. May we add CLINs to accommodate these cost categories, which are inherent in the technical requirements of the scope of services?

Response: See response to Question #25 and the revised Price Schedule.

Question 63: The District has installed nearly 1,200 credit card-enabled *single-space* pay-by-space meters that do not issue receipts. Those meters and the *multi-space* pay-by-space meters requested in this RFP have identical adjudication rules and requirements. Why then are receipts unnecessary in one instance and required in the other?

Response: See response to Question #15.

Question 64: Section L.2.2 states that, "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." However, Section L.6 states that, "The prospective offeror shall submit questions

no later than ten (10) days prior to the closing date and time indicated for this solicitation.” Please provide clarification regarding this apparent conflict regarding the submission deadline for questions.

Response: Final questions were due on March 1, 2011. The submission of proposal is due on April

Question 65: Please clarify whether proposers are to submit seven total copies (i.e., one original and six copies) or eight total copies (i.e., one original and seven copies).

Response: See response to question 61.

Question 66: During the Pre-Proposal meeting, proponents were advised that DDOT prefers a more attractive alternative to the existing meter poles for mounting space marking signs. If other poles are installed, will the selected vendor be responsible for the removal of the existing meter poles?

Response: No, the removal of existing meter poles is the responsibility of DDOT.

Question 67: C.3.1.1.2.6 (page 9). To optimize customer convenience and revenue generation in the event of an outage on a specific block face, does the District want to include the ability to pay at a meter on another block face (pay-at-any meter) as an additional requirement?

Response: The ‘pay-at-any-meter’ capability would be considered an advantage for the District, but will not be a multi-space meter requirement. Please acknowledge if your solution includes this functionality.

Question 68: C.3.1.1.7.6 (page 13). This subsection of the RFP includes the requirement for color coded GREEN (paid) and RED (expired) LEDs for enforcement management. Because this requirement appears to be more appropriate for a single-space meter, we respectfully request that the District delete this requirement and/or replace it with language that gives consideration to alternative enforcement management approaches.

Response: See response to Question #48.

Question 69: C.3.1.1.8.4 (page 14). This subsection of the RFP includes a reference to an RFID chip in the meter housing and the ability for the meter to identify its pole location. This appears to be another reference to a single-space meter requirement and we respectfully request that this requirement be removed.

Response: See response to Question #49.

Question 70: C.3.1.1.10.2.1.10 (page 14). This subsection of the RFP suggests that the meter should have the capability to be configured in a “Pay by Stall or Pay By Display” mode. This requirement is more pertinent to a “hybrid” meter and we respectfully request that it be deleted.

Response: C.3.1.1.10.2.1.10 should read ‘Configure Mode (Pay by Stall).’

Question 71: Has the District identified the block faces on which the 100 pay-by-space meters will be installed? If so, please provide this location information as it will enable proponents to better assess the signage installation requirements.

Response: Please see response to Question #8.

Question 72: The District’s stated objective is to provide its parking meter customers with four payment options, including a city wide pay-by-cell and in-vehicle meters. Please confirm that neither of these technologies is to be provided by the selected proponent.

Response: The payment options of pay-by-cell and in-vehicle metering, are separate RFPs and were included in the pre-bid only as points of reference, not requirements. Therefore, the bid winner will not be required to provide the payment services of pay-by-cell and in-vehicle metering.

Question 73: In the section below, it references Section C.4.2.1 but this section does not exist. 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.

Who does the City currently use for their enforcement software? Based upon the above statement, are we to assume that we are to interface with this system or may we offer alternatives?

Response: See responses to Questions #18 and #28.

Question 74: Point C.3.1.1.2.5 states “The meter must be capable of two simultaneous IP connections.” – Can the District describe the need for two IP connections?

Response: This will allow transactions to process while batch-and-send mode occurs.

Question 75: Point C.3.1.1.5.6.8 – what does the District mean by Adjudication Reports?

Response: See response to Question No. 47.

Question 76: Does the District have a list of approved vendors that is published for review?

Response: Yes. You may go to DDOT's web site (ddot.dc.gov). There you will find a directory of Certified Business Enterprise (CBE).



The Buy American Act: Requiring Government Procurements to Come from Domestic Sources

John R. Luckey
Legislative Attorney

March 13, 2009

Congressional Research Service

7-5700

www.crs.gov

97-765

CRS Report for Congress

Prepared for Members and Committees of Congress

Summary

The Buy American Act is the major domestic preference statute governing procurement by the federal government. Essentially it attempts to protect domestic labor by providing a preference for American goods in government purchases. It was enacted in 1933 and has only been substantively amended four times in the succeeding years. In determining what are American goods, the place of mining, production, or manufacture is controlling. The nationality of the contractor is not considered when determining if a product is of domestic origin.

In the 110th Congress a new reporting requirement was added to the Buy American Act. Under P.L. 110-28, the head of each federal agency is required to annually report to Congress concerning procurements from non-domestic sources.

There have been no amendments to the Buy American Act introduced in the 111th Congress. The American Recovery and Reinvestment Act (“The Stimulus Plan”) did not amend the Buy American Act. It did, however, include a provision attaching domestic content considerations to the funds disbursed under the Plan.

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The Buy American Act¹ is the major domestic preference statute governing procurement by the federal government.² Essentially, it attempts to protect domestic labor by providing a preference for American goods in government purchases. It was enacted in 1933³ and has only been substantively amended four times in the succeeding years.⁴ In determining what are American goods, the place of mining, production, or manufacture is controlling. The nationality of the contractor is not considered when determining if a product is of domestic origin.⁵

While the act appears to control most procurements of the federal government, it should be noted, when considering a particular procurement, that the application of the act may be controlled by other legislation or international agreement. For example, the Trade Agreements Act of 1979⁶ authorizes the President to waive any otherwise applicable “law, regulation or procedure regarding Government procurement” that would accord foreign products less favorable treatment than that given to domestic products.⁷ Article 1004 of The North American Free Trade Agreement (between the United States, Mexico, and Canada) disallows domestic protection legislation, such as the Buy-American Act, in government procurement. Other treaties and agreements also place limitations on the application of the act and must be considered when looking at any Buy American question.

Coverage of the Buy American Act

The domestic preference requirement of the act is quite broad in its scope. The federal government is required to buy domestic “articles, materials, and supplies” when they are acquired for public use unless a specific exemption⁸ applies.⁹

The act applies to all federal procurements, but has separate provisions for supply contracts¹⁰ and construction contracts.¹¹ Most of the rules and definitions used in applying the act are found in the

¹ 41 U.S.C. §§ 10a through 10d.

² There are numerous “little Buy American” provisions which generally govern specific types of procurements that are for some reason exempt from the Buy American Act, usually because the procurement is for articles for use outside of the United States. These provisions are beyond the scope of this paper, but should be considered when researching whether or not a domestic preference affects a particular procurement. These provisions are often attached to the appropriations acts for the agencies making the procurement in question. The most well known of these Acts is commonly referred to as the “Berry Amendment” and applies to certain procurements of the Department of Defense, see, CRS Report RL31236, *The Berry Amendment: Requiring Defense Procurement to Come from Domestic Sources*, by Valerie Bailey Grasso. The American Recovery and Reinvestment Act of 2009 (“The Stimulus Plan”) contains a “little Buy American” provision governing contracts entered into by entities utilizing federal funds received under the act. P.L. 111-5, § 1605, Stat. ____ (2009).

³ Ch. 212, 47 Stat. 1520, 72nd Congress, 2nd Session. (1933).

⁴ See, P.L. 100-418, Title VII; 102 Stat. 1545, 100th Congress, 2nd Session (1988), P.L. 103-355, 108 Stat. 3346-7, 103rd Congress, 2nd Session (1994), codified at 41 U.S.C. 10a., P.L. 104-201, § 827, 110 Stat. 2611 104th Congress, 2nd Session (1996), codified at 41 U.S.C. 10b-3, and P.L. 110-28, Title VIII, § 8306, 121 Stat. 112, 211, 110th Congress, 1st Session (2007), codified at 41 U.S.C. 10a(b).

⁵ See, E-Systems, Inc., 61 Comp. Gen. 431 (1982); and Patterson Pump Co., B-200165, 80-2 CPD ¶ 453 (1980).

⁶ 19 U.S.C. §§ 2501 et seq.

⁷ 19 U.S.C. § 2511. This provision was implemented by E.O. 12260, 46 *Fed. Reg.* 1653 (1981). See, also, FAR § 25.4.

⁸ See discussion below. “Exceptions to the Buy American Act”

⁹ 41 U.S.C. §§ 10a & 10b. The act applies to leases as well as purchases. National Office Equipment Co., B-191003, 78-1 CPD ¶ 413 (1978).

¹⁰ 41 U.S.C. § 10a and Federal Acquisition Regulation (FAR) § 25.1.

Federal Acquisition Regulation part 25, not in the act itself. The rules for determining whether products are of foreign or domestic origin are the same for both types of procurements, but different terminology is used and the step in the manufacturing or construction process at which the test is applied is different.¹² The test of origin is applied to supplies delivered to the government.¹³ In contrast, under construction contracts, the test is applied to articles, materials, and supplies used by the contractor and subcontractors in constructing, altering, or repairing the building or work.¹⁴ In the case of supply contracts the test is applied to “end products.”¹⁵ Construction contracts are concerned with the origin of “construction materials.”¹⁶

The act differentiates between manufactured and un-manufactured articles. An un-manufactured article will be deemed a domestic end product or construction material if it has been mined or produced in the United States.¹⁷ Manufactured articles are considered domestic if they have been manufactured in the United States from components, “substantially all” of which have been mined, produced, or manufactured in the United States.¹⁸ “Substantially all” means that the cost of foreign components does not exceed 50% of the cost of all components.¹⁹

Exceptions to the Buy American Act

There are five primary exceptions to the Buy American Act. The act does not apply to procurements to which application would be inconsistent with the public interest or unreasonable in cost.²⁰ The act does not apply to procurements of products for use outside the United States or of products not produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of satisfactory quality.²¹ Lastly, the act does not apply to procurements under \$2,500.²²

Inconsistent with the public interest

The head of the procuring agency may waive the requirements of the act if a determination is made that the application of the act would be inconsistent with the public interest. This public interest exception has often been used like a national security exception by the Department of

(...continued)

¹¹ 41 U.S.C. § 10b and FAR § 25.2.

¹² See Cibinic and Nash, *Formation of Government Contracts*, 1449 (3rd ed.) (1998).

¹³ FAR § 25.1.

¹⁴ 41 U.S.C. § 10b and FAR § 25.2.

¹⁵ FAR § 25.101.

¹⁶ FAR § 25.201.

¹⁷ 41 U.S.C. §§ 10a & 10b. The United States is defined to include “the United States and any place subject to the jurisdiction thereof.” 41 U.S.C. § 10c(a).

¹⁸ 41 U.S.C. §§ 10a & 10b. This two part test is only applied to end products or construction materials. A component is of domestic origin if it was manufactured in the United States, regardless of where its components were manufactured. *Hamilton Watch Co.*, B-179939, 74-1 CPD ¶ 306 (1974).

¹⁹ FAR § 25.101; and E.O. 10582, 19 *Fed. Reg.* 8723 (1954).

²⁰ 41 U.S.C. § 10a.

²¹ *Id.*

²² P.L. 103-355, 108 Stat. 3346-7, 103rd Cong., 2nd Sess. (1994), codified at 41 U.S.C. 10a.

Defense,²³ but is also available for non-defense purposes. This exception places considerable discretion in the head of the agency. For example, this exception has been invoked after bids have been opened.²⁴

Unreasonable in cost

A federal agency is permitted to use a foreign product if the head of the agency determines that the cost of the lowest priced domestic product is "unreasonable."²⁵ A system of price differentials has been established for use in making this determination.²⁶ The general differential, applicable to most federal contracts, is 6%. A 12% differential is used if the contract involves a small business or labor surplus area. A 50% differential is applied to Department of Defense procurements.²⁷

The differential is added to the lowest acceptable foreign offer and then compared to the domestic offer. The differential is applied only to the bid price for material to be delivered under the contract, not the total contract price.²⁸ Generally the differential is applied on an item by item basis, but a solicitation may provide that, for purposes of the act, certain items will be lumped together.²⁹

Use outside of the United States

The act exempts articles purchased "for use outside of the United States."³⁰ This exception is not limited to only the country of use, but to products of any origin.³¹ For example, the exemption has applied to purchase of Canadian made steel towers for use in West Germany for a communications system procured by the U.S. military.³²

Not produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of satisfactory quality

The act exempts articles not produced or manufactured in the United States in sufficient and reasonably available commercial quantities and of satisfactory quality.³³ The FAR provides a list

²³ See *Self-Powered Lighting, Ltd.*, 492 F.Supp. 1267 (S.D.N.Y. 1980); and *American Hospital Supply*, B-221357, 86-1 CPD ¶ 70 (1986).

²⁴ *E-Systems, Inc.*, 61 Comp. Gen. 431 (1982).

²⁵ 41 U.S.C. §§ 10a & 10b.

²⁶ E.O. 10582, 19 Fed. Reg. 8723 (1954). These differentials have been codified in the FAR at FAR §§ 25.105 and 25.204.

²⁷ *Id.*

²⁸ See *Allis-Chalmers Corp. v. Freidkin*, 635 F.2nd 248 (3rd Cir. 1980).

²⁹ FAR § 25.105(b).

³⁰ 41 U.S.C. § 10a. As noted above, this exception is often the reason for enactment of "Little Buy American Acts."

³¹ B-166137, 49 Comp. Gen. 176 (1969).

³² *Id.*

³³ 41 U.S.C. § 10a; and FAR § 25.104. The provision of the act which covers construction contracts includes an additional exception for situations where the head of an agency determines that use of a domestic article would be (continued...)

of articles which come under this exemption.³⁴ If an agency makes a determination that an article not on the list is eligible for this exception, the agency must document this determination and submit the documentation to the appropriate FAR Council.³⁵

Micro Purchase Threshold

The Buy American Act is not applicable to procurements under \$2,500 according to the Federal Acquisitions Act of 1994.³⁶

Amendments to the Buy American Act

There have been four substantive amendments to the Buy American Act in its long history. The first such amendment was the Buy American Act of 1988, enacted as part of the Trade and Competitiveness Act of 1988.³⁷ The act's general purpose was to prohibit federal procurement from countries that discriminate against the United States in their procurement practices.³⁸ The 1988 Act, by its terms, was to expire if not specifically extended by Congress. Congress did not extend this act, and it expired on April 30, 1996.

The 1988 Act did contain one general amendment which applied to the Buy American Act as a whole (i.e., it was not just limited to the prohibition on procurement from discriminating countries). This amendment provided a definition for the Buy American Act of the term "federal agency."³⁹ Because Congress placed this definition in the 1988 Act following the expiration provision, one could argue that Congress did not intend for this provision to expire with the rest of the amendments. However, due to the unequivocal nature of the expiration language of the statute, the stronger argument appears to be that the definition lapsed as well, and that there is no definition of "federal agency" in the current Buy American Act.⁴⁰

The second substantive amendment to the Buy American Act added the micro purchase threshold exception to the act.⁴¹ Under this exception the act does not apply to purchases under \$2,500.

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impractical. See 41 U.S.C. § 10b. See also 48 C.F.R. § 25.202(a)(1). Neither the act or the regulations give any guidance as to the definition of this term. The regulations do require that if any of the exceptions are used, the excepted materials must be listed in the contract and a written finding must be produced and be available for public inspection. See FAR. § 25.202(b). We were unable to find any case which discussed this term in the context of the Buy American Act. It should be noted that this is a separate exception from the one provided for situations where the material is unavailable. Therefore, one might conclude that impractical is different from unavailable.

³⁴ FAR § 25.104.

³⁵ FAR § 25.103(b)(2).

³⁶ P.L. 103-355, 108 Stat. 3346-7, 103rd Congress, 2nd Session (1994), codified at 41 U.S.C. 10a.

³⁷ P.L. 100-418, 102 Stat. 1107, 100th Congress, 2nd Session (1988), codified at 41 U.S.C. 10b-1.

³⁸ P.L. 100-418, § 7004, 102 Stat. 1552.

³⁹ P.L. 100-418, § 7005, 102 Stat. 1552, codified at 41 U.S.C. § 10c.

⁴⁰ See, explanatory notes following 41 U.S.C.A. § 10C and 41 U.S.C.S. § 10C.

⁴¹ P.L. 103-355, 108 Stat. 3346-7, 103rd Congress, 2nd Session (1994), codified at 41 U.S.C. 10a.

The third amendment to the Buy American Act was contained in the National Defense Authorization Act for Fiscal Year 1997.⁴² It requires the Secretary of Defense to submit a report to Congress detailing the amount of purchases from foreign entities each year. The report must contain the dollar value of items for which the act was waived in that year.

The 110th Congress extended, for FY2007 to FY2011, the requirement of annual reporting of purchases from foreign sources to all federal agencies.⁴³ These reports must include the total dollar value of procured non-domestic articles, an itemized list of all waivers of the Buy American Act with a citation to the authority for the waiver, citation of the specific exemption utilized, and a summary of all the agency's procurements.

Current Legislation

There have been no amendments to the Buy American Act introduced in the 111th Congress. The American Recovery and Reinvestment Act⁴⁴ ("The Stimulus Plan") did not amend the Buy American Act. It did, however, include a provision attaching domestic content considerations to the funds disbursed under the Plan. Section 1605 of the Plan provided

Sec. 1605. Use of American Iron, Steel, and Manufactured Goods. (a) None of the funds appropriated or otherwise made available by this Act may be used for a project for the construction, alteration, maintenance, or repair of a public building or public work unless all of the iron, steel, and manufactured goods used in the project are produced in the United States.

(b) Subsection (a) shall not apply in any case or category of cases in which the head of the Federal department or agency involved finds that—

(1) applying subsection (a) would be inconsistent with the public interest;

(2) iron, steel, and the relevant manufactured goods are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or

(3) inclusion of iron, steel, and manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent.

(c) If the head of a Federal department or agency determines that it is necessary to waive the application of subsection (a) based on a finding under subsection (b), the head of the department or agency shall publish in the Federal Register a detailed written justification as to why the provision is being waived.

(d) This section shall be applied in a manner consistent with United States obligations under international agreements.

⁴² P.L. 104-201, § 827, 110 Stat. 2611 104th Congress, 2nd Session (1996), codified at 41 U.S.C. 10b-3.

⁴³ P.L. 110-28, Title VIII, § 8306, 121 Stat. 112, 211, 110th Congress, 1st Session (2007), codified at 41 U.S.C. 10a(b).

⁴⁴ P.L. 111-5, ____ Stat. ____ (2009).

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ATTACHMENT C
 DCKA-2011-R-0068
 Pay-By Multi-Space Parking Meters
 Pre-Proposal Conference

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