

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 of 13	
2. Amendment/Modification Number Amendment No. 7		3. Effective Date See Block 16c	4. Requisition/Purchase Request No.		5. Solicitation Caption: Asset Management Services for Parking Meter Assets
6. Issued By: Department of Transportation Office of Contracting and Procurement 55 M Street S.E. 7th Floor Washington, D.C. 20003			7. Administered By (If other than line 6) Procurement Support Branch 2000 14th Street, N.W. 3rd Floor Bid Room Washington, D.C. 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-2012-R-0018		
			9B. Dated (See Item 11) 11/21/2011		
			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 _____ 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> copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) <i>This amendment is issued to:</i> 1. Extend date for receipt of proposals. All proposals must be received by 2:00PM on February 6, 2012. 2. Provide responses to additional questions from prospective offerors (12 pages) 3. Provide following REVISED Attachments J.2.4- Option 1 - Price Workbook with System Refresh (excel workbook)- REVISED J.2.5 - Option 2 - Price Workbook with no System Refresh (excel workbook) REVISED 4. Provide New Attachment- Subcontracting Approval Form (1 page attached) Qualifications (page 5 of RFP) DELETE "Provide 3 references for contracts within the last 5 years for which the Offeror provided the above services in jurisdictions with a minimum of 5,000 meters. At least one of these references must be for the Prime Contractor." REPLACE with "Provide 3 references for contracts within the last 5 years for which the Offeror provided the above services in jurisdictions with a minimum of 5,000 meters OR 13,000 on street parking spaces. At least one of these references must be for the Prime Contractor." Note The District has provided historical data to the Offeror's in the form of the Asset Inventory and Work History released in Amendment 5. These documents contain historical data and may include assets that are no longer utilized in the system. Offerors should refer to the Pricing Workbooks for the current asset totals and base their offers and pricing off of those numbers.					
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 Jerry M. Carter		
15B. Name of Contractor (Signature of person authorized to sign)		15C. Date Signed	16B. District of Columbia  (Signature of Contracting Officer)		16C. Date Signed 1/27/12

SUBCONTRACTOR APPROVAL REQUEST

(1) Project Name		(2) Invitation No.	
(3) Prime Contractor's Name		(4) Address	
(5) Estimated Starting Date		(6) Estimated Completion Date	(7) F.A.P. #
(8) Subcontractor's Name, Address & Phone No.		(9) Number of Subcontractor Employees in Workforce	(10) Number of DC Residents employed
(11) Pay Item	Item Description	Dollars	Cents
Check Items listed below (13-16) that are included in subcontract agreement		(12) See Attached For Additional Descriptions or Remarks	
(13) (All Projects)		Yes	No
Contract Wage Schedule		<input type="checkbox"/>	<input type="checkbox"/>
DBE/MBE Policy Statement		<input type="checkbox"/>	<input type="checkbox"/>
(14) (Federal-Aid Projects) Form FHWA-1273 (Required Contract Provisions)		<input type="checkbox"/>	<input type="checkbox"/>
(Non-Federal Aid Projects) (Required Contract Provisions)		<input type="checkbox"/>	<input type="checkbox"/>
(15) (Federal-Aid Projects When Subcontractor Will Receive Over \$10,000) On-Site Work Force Affirmative Action Requirements for Women and Minorities-Special Conditions		<input type="checkbox"/>	<input type="checkbox"/>
(16) Subcontractor's Certification of Nondiscrimination in Employment (Form Included in Bid Proposal)		<input type="checkbox"/>	<input type="checkbox"/>
(17) FHWA On-The-Job Training (To Be Provided by Subcontractor)		<input type="checkbox"/>	<input type="checkbox"/>
(18) I Request the Contracting Officer's Approval of this Subcontract and Certify that the Organization which will Perform this Work is Capable, has not been Debarred and that the Work will be Performed in Accordance with the Contract Specifications. I Further Certify that all Required Contract Provisions are Physically Included as Part of the Subcontract Agreement.			
_____ PRIME CONTRACTOR'S REPRESENTATIVE		_____ TITLE	_____ DATE
THE INFORMATION BELOW IS COMPLETED BY THE DEPARTMENT			
<u>REVIEW AND DISTRIBUTION AFTER APPROVAL</u>		<u>APPROVAL OF SUBCONTRACT IS HEREBY GIVEN</u>	
_____ CONTRACT COMPLIANCE	_____ DATE	_____ CONTRACTING OFFICER DC DEPARTMENT OF TRANSPORTATION	_____ DATE
_____ PROJECT ENGINEER/MANAGER	_____ DATE		

Option 1 - Parking Meter Pricing Workbook with System Refresh

Offeror's Directions

- 1 Offerors shall submit this workbook in both Excel and PDF format.
- 2 For information about each CLIN the Offeror should refer to the RFP.
- 3 Each cell the Offeror needs to input is shaded in yellow, all other cells are locked.
- 4 Offeror's inputs will flow from the Asset Refresh worksheets to the applicable CLINs.
- 5 Offeror's evaluated price for each CLIN will be displayed at the bottom of each worksheet.
- 6 Offeror's total evaluated price for CLINs 0001-0007 can be seen on the Summary Sheet.
- 7 CLIN 0007 is calculated on the Summary Sheet. No Offeror input is required.

Option 2 - Parking Meter Pricing Workbook with NO System Refresh

Offeror's Directions

- 1 Offerors will provide this workbook in both Excel and PDF format.
- 2 For information about each CLIN the Offeror should refer to the RFP.
- 3 Each cell the Offeror needs to input is shaded in yellow, all other cells are locked.
- 4 Offeror's inputs will flow from the Asset Refresh worksheets to the applicable CLINs.
- 5 Offeror's evaluated price for each CLIN will be displayed at the bottom of each worksheet.
- 6 Offeror's total evaluated price for CLINs 0001-0007 can be seen on the Summary Sheet.
- 7 CLIN 0007 is calculated on the Summary Sheet. No Offeror input is required.

**Asset Management Services for Parking Meters Citywide
Request for Proposal DCKA-2012-R-0018
Response to Additional Questions from prospective Offerors**

161. In Appendix J Option 1 price form below are changes needed to the spreadsheet.
- a. Under 100% Asset Refresh the Proposed # of IPS meters and MSM are not adding to the total proposed IPS meter count and does not update the CLIN 3 workbook for total IPS maintenance quantities. Similarly under the 50% Asset Refresh the proposed # of IPS meters links to the Maintenance CLIN 3 but does not include the existing 2,149 spaces.

Response: The Option 1 Pricing Workbook has been revised to address this. See CLIN 0003 tab cells D10 and E10.

- b. Under the Proposed Pay by Space Multi-Space Meter section of 100% and 50% Asset Refresh it appears the number of spaces per MSM meter is calculated at 8 spaces per meter vs the 10 spaces clarified in answers to questions.

Response: The Workbooks are correct. The Q&A contains incorrect information. Based on the current distribution and usage of MSM's in the District the correct number of spaces per MSM is 8.

162. CLIN 1 – System wide Refresh appears to be doubling the cost for the 100% and 50% Upgrade numbers to be evaluated.

Response: The Option 1 Pricing Workbook has been revised to address this. See CLIN 0001 tab cell C13.

163. CLIN 3 – Maintenance. Please clarify why the Duncan and Mackay single space meters volume do not change based upon the 50% refresh tab. In addition the total spaces add up to 5,913 vs 5,945 which is required for the 50% refresh volumes.

Response: The Option 1 Pricing Workbook has been revised to address this. See CLIN 0003 tab cells D7-8 and E7-8.

164. Please clarify how you would like us to provide sensor pricing if our solution includes two or more different types of sensors.

Response: The District has added two additional lines for Alternate Space Sensors. Offerors are not required to propose Alternates, but must still propose the Required Space Sensor.

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165. CLIN 4 – Collections. Please clarify how the evaluated price is determined it appears that only Mechanical SSM Coin Collections are being evaluated for both the Option 1 and Option 2 price forms. In addition in Option 2 the evaluated collections is not reflected in the summary sheet.

Response: The Pricing Workbooks have been revised to address this. The Option 1 Pricing Workbook has been revised to address this. See CLIN 0004 tab cell C14.

166. CLIN 5 in Option 1 and CLIN 11 in Option 2 – Batch CLINs. It appears that the evaluated price for this worksheet is multiplying each unit price by 20 in Option 1 and 10 in Option 2, please clarify how these items will be evaluated.

Response: Each Batch CLIN Single Line Item Number (SLIN) is exercised 10 times. This has been verified in the formulas.

167. Amendment #5 Question number 33 references contacting the City Works department for more information related to the PMMS provided system and its interface with City Works software and technical questions related to the PMMS package provided by the offeror. Can you please advise us of a technical contact for this information so that we ensure that we are interfacing with the correct contact and obtaining the correct information to ensure that a proposed package correctly interfaces with the City?

Response:

Pete Miller
Customer Support - Northeast Region
Cityworks® | Azteca Systems, Inc.
801-990-1888, ext. 1

pmiller@cityworks.com

168. Assumptions to stock part inventories for all mechanical meter devices must be made regarding this RFP. A major factor that determines pricing for each contractor is developing a Fixed Firm and Unit price contingent on the City's right to order 100%, 50% or no refresh as specified in the RFP. This requires the offeror to make specific cost estimates which can change significantly depending on the decision and timing to retrofit the system with new assets. Can the City clarify or allow the contractor to break unit pricing into three CLIN categories depending on the three options of system refresh presently specified in the RFP? If this is a possibility can you provide additional revised pricing charts?

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Response: See answer to question 77 in the first Q&A re Negotiation. The District will not change the Pricing Workbooks. There are two different offers that are required. For the System Refresh Option, the District will replace a minimum of 50% of the Mechanical Single Space Meters.

169. During the Mandatory Pre-proposal Meeting it was stated that the City desired pricing in twelve month increments to defer the cost of any cap-ex, expenses, fees evenly through the first year and life of the contract. The RFP states that the final decision to provide the “System Refresh” will be dependent on funding and a negotiation with the successful vendor. How do you account for pricing of the system refresh if you the schedule of these assets are not defined until the contract is awarded? Are you requiring each vendor to state their installation assumptions as part of the deliverables in the RFP?

Response: Per the RFP, if a System Wide Asset Refresh Option is selected the replacements must be completed within the first year of the Contract. This is the District’s preferred option; however it is depending on funding availability. If funding is not available to perform the System Refresh then the District will upgrade the System via Batch CLINs as funding become available. As stated in the RFP the District retains the right to negotiate the final make up of the installed System; however all Offerors will be evaluated based on their proposed system, the quantities, and the costs. The District will make a selection based on the Best Value to the District. Any assumptions should be stated clearly within the Offeror’s proposal.

170. Please verify that the Contractor’s CBE percentage of 35% is calculated based on the total contract value but does not include the cost of CAPEX (i.e. the cost of the system refresh?)

Response: See Question #49 in Amendment 5 and refer to H.11.1 in the RFP.

171. Question 69 of the RFP states that the incumbent does not have to propose new equipment, (i.e. vehicles, coin counting equipment, radios, parts inventories already paid for by the City in the previous contract) in response to this solicitation. This determination creates an unfair advantage for the incumbent as all other proposer will be required to provide and amortize new assets while the incumbent has these assets in place as a result of the previous contract and/or they are likely past their amortized life cycle given the length of the previous contract. Most specifications of this magnitude specify new equipment or equipment meeting certain age standards for price evaluation purposes in order to level the playing field for all proposers. Will you modify this requirement to make pricing fair to all proposers?

Response: Offerors are reminded that this is a Performance Based Contract. So long as the successful Offeror meets the required performance metrics the methodology and equipment used is up to the Offeror. In addition please refer to the equipment being transferred to the successful Offeror listed in Attachment J.2.8.

172. Are you requiring equal quantities of equipment in the system refresh each month as a means to offer an equal monthly fee for this CLIN?

Response: That is up to Offeror to determine. The District will award 5 points in the Price Evaluation for Offerors which spread the cost of the Asset Refresh evenly throughout all 5 years.

173. Can the offeror submit price discounts for payments less than 30 days, i.e. net 15 or 10 terms?

Response: The District cannot accept discounts based on early payments. Please refer to the 27 DCMR 2-221-01 *et. seq.*, Quick Payment Act.

174. Will the City consider any expense advances or start up payments advancements during the start-up phase of this contract?

Response: Please see Mobilization Section H.17 . If the prime is a CBE then there are options for an advance payment if the prime can prove hardship. Please note that in this case the 5 points for spreading the payment throughout the 5 years of the Contract will not be awarded. Please reference 27 DCMR 809.1 *et seq.* of the Standard Contract Provisions cited in J.1.

175. Page 66 section G.10 of the RFP describes the process of retainage for this contract. Is it correct that the City will retain 10% of each monthly billing for the fixed price CLIN items?

Response: As stated in Section G.10 the District will retain 10% of the total amount for each invoice regardless of the CLINs exercised. .

176. If the City wishes they can retain 10% of the contract value for this contract which is a substantial amount of money yet section G.10 states that this retainage amount can be evaluated at the end of year one. Will there be consideration to repeal the retainage fee in the first year of the contract if the contractor exhibits the specified performance in the RFP?

Response: This is correct. The successful Contractor may request relief; however that will be at the discretion of the District. In general it is the District's policy to hold retainage and evaluate on an annual basis whether or not the Contractor has performed sufficiently to allow return of the retainage.

177. Will the contractor be advised of any deficiencies during the first year term or only at the end of the term? What is the process for the contractor to cure any performance issues prior to the assessment of additional liquidated damages?

Response: Please refer to Section E for details on how often the Contractor will be inspected. Communication regarding deficiencies will occur on a routine basis as items are entered into the CMMS. Quarterly inspections will build into the Annual Performance Review Board where Incentive/Disincentive will be determined. Retainage is also assessed annually. Regarding Liquidated Damages once an event for which Liquidated Damages has occurred and recorded then Liquidated Damages will be assessed. Once assessed Liquidated Damages will be applied to the next invoice as a penalty.

178. Will the retainage be held for fixed unit price items also?

Response: See the District's answer to question #175.

179. Should the living wage determination for qualified positions of this contract change in the first or any preceding contract year will the City allow the contractor price adjustments accordingly or should we make our assumptions regarding this mandated wage rate?

Response: Changes in wage determinations may require adjustments in the contract. In the event this occurs, the Contract may submit a request for equitable adjustment.

180. Page 76 H.11.4.3 what is the accepted process to replace a subcontractor that is not performing or meeting the standards of their sub-contracting agreement with the prime?

Response: Refer to Section I.7. See the Subcontract Approval Form attached to the Contract per Amendment 7. In the case where the Subcontractor is a CBE additional information will be required prior to termination of the CBE's subcontract. The CBE must be replaced by another CBE.

181. In disputes over breach of contract how will the monetary fine be assessed if there is a dispute between the two parties over deliverables, quality of work or other items defined in their contract with the prime?

Response: DDOT's Contract is with the prime contractor. The prime will be assessed any and all penalties, and/or liquidated damages, by the District. The District has no remedy against any subcontractor based on privity of contract.

182. Will the calculation of liquidated damages outlined in sections H of this proposal be levied each month or based on a different time period? Will there be a dispute process if both parties do not agree on the assessment?

Response: Liquidated damages will be assessed from each invoice as outlined in the Contract for occurrences stated in the Contract. Will the incentive/disincentive fee be calculated monthly or only at the end of the contract year?

Response: Refer to Section H.14.1.

183. Please specify whether or not the offerors must provide a listing of key personnel for this project?

Response: Per Section L.2.5.D the Program Manager and Task Leads are considered Key Personnel. In addition to the Program Manager the Offeror should propose Task Leads in the areas of Maintenance, Collections, and Installation (for the period of installation). In addition the Offerors should feel free to highlight personnel capabilities for non-key staff.

184. After installation all assets are considered the property of the City. To what extent if any will the contract maintain any operating insurance coverage on these assets for vandalism, theft or a situation which requires full or partial replacement of the asset at line item pricing?

Response: The Contract requires that the Contractor be responsible for all assets under the Contractor regardless of damage cause by theft, damage, vandalism, or other actions throughout the life of the Contract.

185. The RFP states that this contract is for a five year period but on page 83 Section I.2 it states that the contract beyond the current fiscal year is subject and contingent upon future fiscal appropriations. Will a contractor be compensated for items spread over the contract term if this should occur or should we price all fixed CAP EX items such as vehicles into the first year term of the contract?

Response: Please refer to the Termination for Convenience Clause (Clause 16) in the Standard Contract Provisions cited in J.1.

186. Page 99 states Technical Proposals cannot exceed 75 pages yet page 101 section L.2.5 states that Staffing and Management Plan cannot exceed 50 pages. Can you please verify which amounts are applicable for the total technical and each section if proposal limits apply?

Response: Those are two different sections of the proposal. Offeror's submittal can total up to 125 pages at maximum for those two sections.

187. Can you provide detailed maps (block by block) of the existing meter locations?

Response: The District cannot provide this information. Please see the Asset Inventory for the most accurate information available regarding assets and locations.

188. It is common for municipalities to have a detailed record of their on-street meter and sign assets. Can you provide a detailed listing of the existing physical on-street inventory with location of asset, make, model and date placed in service for both meter and parking related sign?

Response : For Parking Meters please see the Asset Inventory provided. As previously stated the District does not have that information for the Signage.

189. Can you provide, at a minimum, one fiscal year of current operational itemized expenses from the current contractor or similar invoice to the City?

Response: The District will not provide this information.

190. Please provide samples of current management reports as provided to the City by the current contractor.

Response: There are no samples available.

191. Page 4 – It states that the current plan is for the removal of 1,500 single space meters to add 500 IPS? This is a loss of 1,000 spaces. Is this correct?

Response: This is no longer correct. The District will replace 500 existing IPS meters. The Pricing Workbooks provided contain the correct information. Offerors will propose a solution that covers 20,000 spaces.

192. Page 16 – CLIN 0009-5 is for the cost of operating signs. Is it referring to the maintenance and replacement of damaged signs or something else?

Response: Refer to Section C.5.4.12-14.

193. Page 23 – DPW currently using the handheld devices listed. What operating systems are they operating on?

Response: The Dolphin 9900's are running Microsoft Windows Mobile 6.0 and 6.1.

194. Page 23 – DPW currently using the handheld devices listed. Who is the manufacture of the software that the devices operate on? Will that manufacture allow for a third party application?

Response: The manufacturer of the software the devices operate on is Microsoft. The Manufacturer of the devices allow third party applications under license. EZtag the contractor of who the devices are supported under do not allow 3rd party applications without EZtag’s explicit written authorization to do so.

195. Page 24 – C.2.13 – It states that currently the District uses Parkeon pay and display however ALL new meters must be Pay by Space. This contradicts the CLIN’s that state “Parkeon Multi-Space Meter Pay and Display Meter” is the use of “Pay and Display Meter” in the CLIN a mistake?

Response: This is not a mistake. The District currently has Pay and Display meters from Parkeon. Where CLINs reference Parkeon Pay and Display meters they are referencing existing District assets. All future meters must be Pay by Space. This is why both types are referenced. Offerors must propose a Pay by Space MSM. Pay by Display will not be accepted.

196. #3 please provide contact information for CityWorks

Response: See the District’s answer to question #167.

197. #15 C.5.5 does not address the question being asked. Can you please respond to the question

Response: The District has attempted to address the statements made in Question 15. Please see our response in Amendment 5.

198. #8 / #20 The response to #8 contradicts the response in #20

Response: Question #8 refers to the CLIN level (see B.3.1) while Question #20 refers to the SLIN level. In the Pricing Workbooks those SLINs which the Offeror is not required to propose are clearly labeled. See instructions to the Workbook for Optional Equipment.

199. #49 – Your answer states “*Total value of the contract excluding materials will determine the Contractors CBE subcontracting requirement.*” Can you please define what is meant by “materials”? Do you mean that parking meter assets and other capital expenses (ie. automobiles) that are to be purchased should not be considered in the calculation?

Response: Refer to the District’s answer to question #170.

200. #49 – Your answer states “*Total value of the contract excluding materials will determine the Contractors CBE subcontracting requirement.*” Since there are many options services such as full asset refresh, 50% asset refresh, batch CLIN’s, etc. etc. that the District may or may not be choosing to move forward with which CLIN’s should we combine to calculate the “Total value of the contract”?

Response: Refer to the District’s answer to question #170.

201. Since there are many options services such as full asset refresh, 50% asset refresh, batch CLIN’s, etc. etc. that the District may or may not be choosing to move forward with which CLIN’s should we combine to calculate the value of the two different bonds?

Response: Bonds are not required until after award at which point the final value will be known. Offerors should be prepared and capable of providing the required bond at that time.

202. On the asset refresh do we need to purchase new housings for the new IPS meters?

Response: New SSMs (including IPS Meters) installed must meet the requirements stated in the RFP. The Offeror will need to determine if that requires a new housing or not.

203. On the batch CLIN, do we need to purchase new housings for the new IPS meters?

Response: New IPS Meters installed must meet the requirements stated in the RFP. The Offeror will need to determine if that requires a new housing or not.

204. In asset refresh when installing IPS meters in existing mechanical meter locations is the requirement to install the new IPS mechanism with a new electronic lock in the existing housing on the existing post? Does this fulfill the requirement?

Response: All new assets installed will require electronic locks whether installed through the System Refresh or the Batch CLIN. The Offeror must be compliant with this requirement. The exact method is up to the Offeror.

205. On the answer you issued in amendment #5 (questions #11 and #86) you state each pay-by-space should control 10 spaces for calculation purposes

however in the Amendment J-2-4 (cell E17 – 100% and 50% asset refresh) it is calculated as 8 spaces. Which is correct?

Response: 8 spaces is correct. The Pricing Workbooks reflect the current average for the District.

206. C.5.6.7 – states contractor shall have 60 days to execute the plan however C.5.6.7 it states 90 days. Which is correct?

Response: 60 Days is correct.

207. Question 77 – This question seems to ask to be able to change unit prices during negotiations which the district will allow. This doesn't seem fair if other competing bidders are not afforded the same opportunity to change their unit prices.

Response: It is our intent to conduct any negotiations in strict accordance with District procurement rules and regulations.

208. Question 107 of (amendment No 5) was not answered.

Response: The Answer to 107 of amendment no. 5 is as follows: The District will follow the law. Any legal or regulatory changes that occur will be incorporated into the Contract. If this occurs the Contractor may request an Equitable Adjustment.

209. Would the district consider an annual renewable bond in lieu of 100% performance bond?

Response: The District's required Bond is renewed annually for the total value of the Contract.

210. Section K lists certifications to be submitted with the proposal. Are they submitted with Section 1 Technical Proposal, Section 2 Staffing/Management etc. Proposal, or Section 3 Price Proposal?

Response: Please submit the certifications as a separate package.

211. Section L defines the size of the different section of the proposals and their size limitations. Is the Offeror allowed to submit attachments with supplemental information?

Response: With the exception of the O&M Manuals requested for proposed meters and sensors, no.

212. Is the number of spaces referred to in the asset refresh equal to 20,000 minus the number of spaces currently controlled by IPS and Parkeon meters

Response: It is not. The 20,000 spaces are the spaces the District wishes to be covered by the Refresh. Some spaces are not currently metered.

213. In CLIN 0001-1 and 0001-2 can IPS meter mechanism be installed in the current housings or are new housings required

Response: That is up to the Offeror to determine.

214. In CLIN 0001-1 and 000-2 is the Offeror responsible for supply and installation of parking meter regulatory signs (ie. no parking, 4 hour parking during 9:00am-5:00pm) or is sign work covered under CLIN 0009-5

Response: No; however all Decals on the meter are included.

215. In CLIN 0001-1 and 000-2 is the Offeror responsible for supply and installation of parking meter information's signs (information's signs being defined as "Pay to Park" signs as represented on the last two pages of the sign installation information of Amendment #5) or is sign work covered under CLIN 0009-5

Response: No; however all Decals on the meter are included.

216. In CLIN 0001-1 and 000-2 when installing IPS meters in existing mechanical meter locations is the requirement to install the new IPS mechanism with a new electronic lock in the existing housing on the existing post? Does this fulfill the requirement?

Response: Per the RFP all new meters will require electronic locks. Based on their expertise Offerors should determine the most effective means of accomplishing this.

217. CLIN 0003-13 Does the District have a repaving program schedule

Response: The District does have a re-paving schedule however none of the tasks covered under this CLIN will be conducted in the roadway.

218. CLIN 0005-11 Is it intended for the sign refresh to include only a single sign plate

Response: Per the Batch CLIN this is for 160 signs.

219. CLIN 0005-11 Is it intended for the sign refresh to include the sign post or is this charged separately

Response: This is a refresh of existing signage so the sign posts would already be in place.

220. CLIN 0005-18 Can you provide a specification for the requested bike rack

Response: The District does not have a specification that can be provided.

221. CLIN 0005-18 is it the intention for the Offeror to provide the bike rack or just install it

Response: The District will provide the racks.

222. CLIN 0006 – Can we have a separate CLIN for each type of equipment

Response: No.