

<b>REQUEST FOR QUOTATIONS</b> <i>(THIS IS NOT AN ORDER)</i>	TYPE OF MARKET OPEN <input checked="" type="checkbox"/> SET-ASIDE <input type="checkbox"/> DCSS <input type="checkbox"/> GSA	PAGE OF PAGES <b>1</b>   <b>10</b>
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1. REQUEST NO. DCKA-2009-Q-0037	2. DATE ISSUED 01/27/09	3. REQUEST/PURCHASE REQUEST NO.	4. NIGP COMMODITY CODE	CAPTION Traffic Count Equipment
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5A. ISSUED BY DISTRICT DEPARTMENT OF TRANSPORTATION Office of Contracting and Procurement 2000 14th Street, N.W., 6th Floor Washington, D.C. 20009	6. DELIVER BY <i>(Date)</i>
	7. DELIVERY

5B. FOR INFORMATION CALL: <i>(Name and telephone no.) (No collect calls)</i> <b>Scott Cary 202-671-2275 or email scott.cary@dc.gov</b>	<input checked="" type="checkbox"/> FOB DESTINATION <input type="checkbox"/> OTHER <i>(See Schedule)</i>
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8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE	9. DESTINATION <i>(Delivery Address)</i>
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10. PLEASE FURNISH QUOTATIONS TO ISSUING OFFICE (See 5A and 5B above) ON OR BEFORE CLOSE OF BUSINESS <i>(Date and Time)</i> <b>Fax response by February 4, 2009, 2pm to 202-671-0664</b>	11. BUSINESS CLASSIFICATION <i>(Check appropriate boxes)</i> <input type="checkbox"/> SMALL <input type="checkbox"/> LOCAL <input type="checkbox"/> RESIDENT OWNED <input type="checkbox"/> LONG TIME RESIDENT <input type="checkbox"/> ENTERPRISE ZONE
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**IMPORTANT:** This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contracts for supplies or invoices. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.

**12. SCHEDULE (Include applicable Federal, State and local taxes)**

ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
	<b>SEE ATTACHED PRICE SCHEDULE (ATTACHMENT A)</b>				

13. DISCOUNT FOR PROMPT PAYMENT ▶	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%

14. NAME AND ADDRESS OF QUOTER <i>(Street, city, county, State and ZIP Code)</i>	14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION	16. DATE OF QUOTATION
	17. NAME AND TITLE OF SIGNER <i>(Type or print)</i>	18. TELEPHONE NO. <i>(Include area code)</i>

**REQUEST FOR QUOTATION (RFQ)  
DCKA-2009-Q-0037**

**1. GENERAL TERMS AND CONDITIONS**

1.1 This is a firm-fixed-price definite quantity purchase for the items specified. The Offeror shall deliver all items in accordance with the terms and conditions of the contract award.

**2. QUANTITY INCREASE/DECREASE**

The District reserves the right to increase or decrease the quantity specified by up to fifty percent (50%) or not less than one unit, before contract award or within sixty (60) days of date of award at the unit price bid.

**3. BACKGROUND:**

3.1 The District has a recurring need to maintain and improve its Traffic Monitoring System by replacing or upgrading traffic data collection equipment for traffic volume, traffic speed, and vehicle classifications on local, multi-lane and high volume urban roadways.

3.1.1 The District currently has on hand previously-purchased Traffic Count equipment, as described in Attachment B. The District seeks to trade in this inventory of equipment; therefore CLINs 003, 004, and 005 are provided for bidders to indicate what credit, if any, they shall provide for equipment trade-in.

**4. APPLICABLE DOCUMENTS**

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

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>
<b>1</b>	<b>Government</b>	<b>Standard Contract Provisions for Use With District of Columbia Government Supply and Service Contracts</b>	<b>March 2007</b>
<b>2</b>	<b>D.C. Regulations</b>	<b>27 District of Columbia Municipal Regulations (DCMR)</b>	
<b>3</b>	<b>Government</b>	<b>Standard Specifications for Highways</b>	<b>2007</b>

		<b>and Structures</b>	
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## **5. SERVICES/SUPPLIES REQUIRED**

5.1 The Office of Contracting, on behalf of the District Department of Transportation's (DDOT's), Traffic Safety Standard and Data Analysis Division has an immediate need to procure traffic counter and classifier equipment.

### **5.2 TRAFFIC CLASSIFIER AND COUNTING SYSTEMS (CLIN 001A)**

5.2.1 The contractor shall provide all the equipment, software, materials, supplies and transportation required to supply a traffic classifier and counting system that possesses the following salient:

5.2.1.1 Logs every axle;

5.2.1.2 contains a minimum of 1 Mega bite of memory;

5.2.1.3 provides date and time stamping for all data;

5.2.1.4 enables user to conduct operating and diagnostic features without a computer;

5.2.1.4 enables the generation of various reports and graphs;

5.2.1.5 weatherproof;

5.2.1.6 user replaceable alkaline battery pack;

5.2.1.7 automatic shut down. **MetroCount® 5600 Series or equal.**

### **5.3 EXTENDED WARRANTY (CLIN 001B)**

The contractor shall provide an extended warranty for years four (4) and five (5).

### **5.4 TRAFFIC DETECTION AND MEASUREMENT REMOTE SENSOR (RADAR) (CLIN 002A)**

5.4.1 The contractor shall provide all the material, equipment, supplies and transportation required to supply a sensor for the detection and measurement of traffic on roadways that bears the following salient characteristics:

5.4.1.1 operates in microwave band;

5.4.1.2 provides presence indication and accurate measurements of volume, occupancy, speed and classification in up to 12 separate lanes up to 250 feet away;

5.4.1.3 the unit provides date and time stamping for all data;

5.4.1.4 is capable of downloading files in the field onto any laptop computer;

5.4.1.5 pole mounted. **EIS RTMS® or equal.**

### **5.5 EXTENDED WARRANTY (CLIN 002B)**

The contractor shall provide an extended warranty for year s four (4) and five (5).

**5.6 LIVE DEMONSTRATION AND TRAINING IN EQUIPMENT USE (CLINS 001A, 002A)**

The offeror shall provide a one-time hour-long live demonstration on use of the equipment, conducted at the offices of the COTR, to be scheduled after award is made.

**5.7 OPERATING AND REFERENCE MANUALS (CLINS 001A, 002A)**

The bidder shall supply three (3) complete sets of operating and reference manuals.

**6. BRAND NAME OR EQUAL**

6.1 As used in this clause, the term “brand name” includes identification of products by make and model.

6.2 If items called for by this Invitation for Bids have been identified in the schedule by a “brand name or equal” description, such identification is intended to be descriptive, but not restrictive, and is to indicate the quality and characteristics of products that will be satisfactory. Bids offering “equal” products will be considered for award if such products are clearly identified in the bids and are determined by the District to be equal in all material respects to the brand name products referenced in the Request for Quotation.

6.3 Unless the bidder clearly indicates in his bid that he is offering an “equal” product, his bid shall be considered as offering a brand name product referenced in the Request for Quotation.

6.4 If the bidder proposes to furnish an “equal” product, the brand name, if any, of the product to be furnished shall be inserted in the space provided in the Request for Quotation, or such product shall be otherwise clearly identified in the bid.

6.5 The evaluation of bids and the determination as to equality of the product offered shall be the responsibility of the District and will be based on information furnished by the bidder or identified in his bid as well as other information reasonably available to the purchasing authority. **CAUTION TO BIDDERS:** The District is not responsible for locating or securing any information which is not identified in the bid and not reasonably available to the District.

6.6 Accordingly, to insure that sufficient information is available, the bidder must furnish as a part of his bid all descriptive material (such as cuts, illustrations, drawings, or other information) necessary for the District to (i) determine the product offered meets the requirements of the Request for Quotation, and (ii)

establish exactly what the bidder proposes to furnish and what the District would be binding itself to purchasing by making an award. The information furnished may include specific reference to information previously furnished or to information otherwise available to the District.

- 6.7 If the bidder proposes to modify a product so as to make it conform to the requirements of the Request for Quotation, he shall (i) include in his bid a clear description of such proposed modifications, and (ii) clearly mark any descriptive material to show the proposed modifications.
- 6.8 Modifications proposed after bid opening to make a product conform to a brand name product referenced in the Request for Quotation will not be considered.

## **7. REQUIREMENT FOR DESCRIPTIVE LITERATURE**

- 7.1 Descriptive literature must be furnished as a part of a bid and must be received before the time set for opening bids. The literature furnished must be identified to show the items in the bid to which it pertains. The descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the products the bidder proposes to furnish as to design, material, quality, construction and performance characteristics.
- 7.2 Failure of descriptive literature to show that the product offered conforms to the specifications and other requirements of this invitation for bids may require rejection of the bid. Failure to furnish the descriptive literature by the time and date set for receipt of bids will require rejection of the bid, except that if the materials are transmitted by mail and received late, it may be considered under the provision for considering late bids, as set forth elsewhere in this invitation for bids. The Contracting Officer may waive the requirement for furnishing descriptive literature if either of the following occurs:
  - 7.2.1 Bidder states in the bid that the product being offered is the same as a product previously or currently being furnished to the District; or
  - 7.2.2 The Contracting Officer, on advice of technical personnel determines that the product offered by the bidder complies with the specification requirements of the current invitation for bids.

## **8. INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for the resultant contract shall be governed by clause number five (5) of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

**9. PROTECTION OF PROPERTY:**

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

**10. DELIVERABLES AND DELIVERY SCHEDULE:**

10.1 The offeror shall provide the COTR with a complete set of user manuals and related manufacturer documentation, at the time of delivery.

**10.2 UNIT PRICES AND DELIVERY POINT**

Unit prices and/or discounts offered herein shall include delivery, all charges prepaid and exclusive of all taxes (see Paragraph 11, Standard Contract Provisions), to the following delivery point:

Ship to: 1338 G Street, SE (rear)  
Washington DC 20003

**11. PERIOD OF DELIVERY:**

All equipment must be delivered within 30 business days from the purchase order issuance date.

**12. BASIS FOR AWARD:**

The Contracting Officer will award the PO to the lowest responsive responsible bidder.

**13. AGGREGATE AWARD:**

Award, if made, will be to a single bidder in the aggregate for all items indicated herein. Bidder must quote unit prices on each item within each group to receive consideration.

**14. WARRANTY**

14.1 For all equipment provided through this contract, the offeror shall provide lifetime technical troubleshooting support services.

14.2 Contractor warrants that the material/equipment furnished by the contractor will be free from all defects whatsoever and agrees that for a period of three (3) years from date of acceptance by the District of Columbia any repairs, replacements, or adjustments made necessary because of such defects will be made promptly by him without cost to and to the satisfaction of the District of Columbia. This warranty shall not operate to void longer guarantees offered by the manufacturer of the material/equipment or its components.

**15. CONTRACTING OFFICER (CO):**

Contracts will be entered into and signed on behalf of the District only by Contracting Officers (CO's). The name, address and telephone number of the CO for this procurement is:

Kathy Hatcher  
District Department of Transportation  
Office of Contracting and Procurement  
Address: 2000 14th Street, NW; 6th Floor  
Telephone: (202) 671-2270

**16. AUTHORIZED CHANGES BY THE CO**

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

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

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

**17. CO'S TECHNICAL REPRESENTATIVE (COTR):**

17.1 The COTR is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of

the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Name: Yusuf Aden  
Title: Traffic Safety Engineer  
Agency: IPMA Traffic Safety Division  
Address: 64 New York Ave  
Suite 104  
Washington DC 20002  
Telephone: 202-741-5960

17.2 The COTR shall not have authority to make any changes in the specifications or terms and conditions of the contract/PO.

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

**18. INVOICE SUBMITTAL:**

18.1 The contractor shall submit proper invoices as specified in this contract. Invoices shall be prepared in triplicate and submitted to the agency Chief Financial Officer (CFO) with a concurrent copy to the COTR. The address of the CFO is:

Name: Office of the Controller/ Agency CFO  
Address: Accounts Payable  
2000 14th Street, NW-6th Floor  
Washington, DC 20009

18.1 To constitute a proper invoice, the Contractor shall submit the following information:

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

18.1.2 contract, formal agreement or PO and invoice numbers;

18.1.3 description, price, quantity (if supplies), service delivery date(s) and the percent of work actually performed;

18.1.4 other supporting documentation or information, as required by the CO or COTR;

18.1.5 name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

18.1.6 name, title, phone number of person preparing the invoice;

18.1.7 name, title, phone number and mailing address of person; and

18.1.8 authorized signature.

**19. DDOT TITLE VI ASSURANCE**

19.1 During the performance of this Contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

**19.2 COMPLIANCE WITH REGULATIONS**

The contractor shall comply with the Regulations relative to Non-Discrimination in Federally Assisted Programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, (hereinafter referred to as the “Regulations”), as they may be amended from time to time, which are incorporated by reference and made a part of this contract.

**19.3 NON-DISCRIMINATION**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, gender or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. A contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**19.4 SOLICITATIONS FOR SUBCONTRACTORS, INCLUDING PROCUREMENTS OF MATERIALS AND EQUIPMENT**

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, gender, or national origin.

**19.5 INFORMATION AND REPORTS**

The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts and other sources of information, and its facilities as may be determined by DDOT or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to DDOT, or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

19.6 **SANCTIONS FOR NON-COMPLIANCE**

In the event of the contractor's non-compliance with non-discrimination provisions of this contract, DDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

19.6.1 1) withholding of payments to the contractor under the contract until the contractor complies, and/or

19.6.2 2) cancellation, termination, or suspension of the contract, in whole or in part.

19.7 **INCORPORATION OF PROVISIONS**

The Contractor shall include the provisions of paragraphs (1) through (6) of this Assurance in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

The contractor shall take such action with respect to any subcontract or procurement as DDOT or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of this direction, the contractor may request DDOT to enter into such litigation to protect the interests of DDOT, and in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

20. **LIST OF ATTACHMENTS**

20.1 The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007

20.2 Attachment A: Price schedule

20.3 Attachment B: Inventory of Equipment For Trade In