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OAKLAND

2013 DEC 30 PM 2: 28

# AGENDA REPORT

**TO:** DEANNA J. SANTANA  
CITY ADMINISTRATOR

**FROM:** Brooke A. Levin  
Interim Director, PWA

**SUBJECT:** Parking Meter Management System

**DATE:** December 17, 2013

City Administrator

Approval

Date

12-26-13

**COUNCIL DISTRICT:** Citywide

## RECOMMENDATION

Resolution (A) waiving advertising and competitive bidding and (B) authorizing the City Administrator or her designee to execute a five-year service contract with IPS Group, Inc. in an amount not to exceed five million seven hundred and ninety-three thousand nine hundred and eighty dollars (\$5,793,980.00), inclusive of two million five hundred thousand dollars (\$2,500,000.00) for meter equipment, installation and training, as well as three million two hundred and ninety-three thousand nine hundred and eighty dollars (\$3,293,980.00) for wireless data, licensing fees and merchant fees for the purchase of parking meters and related equipment associated with the Public Works Agency's Parking Meter Management System initiative; and authorizing

1) Adjustments to the Public Works Agency's adopted Fiscal Year 2013-2015 operating budget in the amount of one million nine hundred and eighty thousand one hundred and twenty-five dollars (\$1,980,125.00) for Fiscal Year 2014-2015 for debt service; wireless data; licensing fees; merchant fees; replacement meters and parts; personnel overtime and other operational and maintenance expenses associated with parking meters; and

2) Adjustments to the adopted Fiscal Year 2013-2015 operating budget by increasing budgeted parking meter revenue in the amount of one million seven hundred and ninety-four thousand one hundred and sixty dollars (\$1,794,160.00) and increasing budgeted parking citation revenue in the amount of two hundred nine thousand dollars (\$209,000.00) in Fiscal Year 2014-2015; and

3) The City Administrator or her designee to execute a Master Lease Purchase Agreement and all related documents with a financial institution to be identified and selected through the competitive bidding process for said Parking Meter Management System initiative financing in the amount of two million five hundred thousand dollars (\$2,500,000.00) for a term not to exceed five (5) years and an interest rate not to exceed two and one-half percent (2.5%) for the purchase of four thousand three hundred (4,300) single-space parking meters and related equipment; and

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4) The City Administrator or her designee to increase the financial terms of the proposed contract with IPS Group, Inc. for the possible future purchase(s) of additional parking meters and related equipment to ensure infrastructure and equipment integrity in an amount not to exceed the appropriated budget for said activities, without returning to Council.

### EXECUTIVE SUMMARY

In September of 2012, the Public Works Agency's Department of Infrastructure and Operations issued a Request for Proposals (RFP) for the City's Parking Meter Management System; City Project No. C458510. (Sec *Attachment A*, Parking Meter Request for Proposal (RFP)). As detailed within the context of the original RFP, prospective qualified respondents were asked to submit written proposals to provide secure credit card, smart card and bank debit card enabled Single-Space Parking Meter System (SDSPM), a Double Space Parking Meter System (DSPMS), Multi-Space Pay & Display Matching (MSPDM), and a meter management system that uses wireless communications technology.

On October 2, 2012, the Public Works Agency conducted a voluntary pre-proposal meeting for all prospective RFP respondents. The session served as an opportunity through which prospective respondents could be verbally apprised of project information, proposal requirements, compliance with applicable programs and mandatory registration requirements in the City's "iSupplier" database. The session likewise served as a means by which prospective applicants could pose any additional questions they may have had relative to the application process.

A total of four firms attended the pre-proposal meeting. These were:

- IPS Group, Inc.
- Duncan Solutions, Inc.
- Cale America, Inc.
- Public Parking Associates, Inc. (J.J. MacKay)

These same entities likewise submitted qualified RFP responses.

Staff then convened a panel to review the proposals and conduct interviews to evaluate the proposals. The panel was comprised of six (6) staffpersons from various City agencies. In keeping with the terms and conditions of the RFP, the panelists interviewed all four vendor-led teams of consultants and ranked each using a scoring rubric based upon: overall organization and clarity of the proposal; management approach and operational plans; experience; integrity and reliability, as well as budget/costs and references. The comparative rankings and associated scores were as follows:

<i>Comparative Rankings &amp; Scores</i>		
Rank No.	Team	Score
1	IPS Group, Inc.	87
2	Duncan Solutions, Inc.	67
3	Cale America, Inc.	61
4	Public Parking Associates (J.J. MacKay)	30

As noted above, IPS Group, Inc. achieved the highest, cumulative ranking through their original proposal submission, lowest bid for services, as well as the subsequent consultant interview process. A number of additional determining factors associated with the selection of IPS Group, Inc. for the City's Parking Meter Management System initiative were:

- IPS was the first vendor to market with credit card-enabled single-spaced meters, and has always been compliant with all Payment Card Industry standards for data security.
- IPS meters are currently in use in San Francisco, Berkeley, Los Angeles, Denver, Phoenix, Washington, DC and more than 100 other locations.
- The installation of sample IPS mechanisms into the City's existing meter housing units was seamless and took only minutes per meter.
- Staff from PWA's Parking Meter Repair Unit indicated that maintenance and repair of the IPS meters is much simpler and straightforward than other sample meters provided.

Council's acceptance of the proposed contract for services with IPS Group, Inc. for installation, mapping, training, licensing, communication and meter monitoring services shall provide an expeditious and cost effective method to upgrade city-wide metered parking. Further, the proposal will not adversely impact the work of other City staff, for the latter will continue to perform repairs on existing parking meters during the installation process.

### **BACKGROUND/LEGISLATIVE HISTORY**

Oakland Municipal Code Title 2, Chapter 10.36, Article 10.36.140 establishes parking meter zones throughout the City of Oakland. Over time, various parking meter systems have been installed in these zones. The City now seeks authorization to replace and install 4,300 new single-space meters within these established, City-council approved meter zones. Under the proposed contract with IPS Group, Inc., all meters will be installed within a 90-day period, with an expected completion date of May 31, 2014.

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Issuance of Waivers: Advertising and Competitive Bidding and Local/Small Local Business Enterprise Provision

Council Waiver of Advertising and Competitive Bidding

Oakland Municipal Code (OMC) Section 2.04.050 requires advertising and competitive bidding when the City purchases services, supplies or a combination thereof, required by the City, and which exceeds a cost of fifty thousand dollars (\$50,000.00). However, OMC Section 2.04.050.1.5 authorizes the Council to waive these advertising and competitive bidding requirements upon a finding that it is in the best interests of the City to do so. Staff recommends that the Council make such a finding and authorize the City Administrator to waive the advertising and competitive bidding for this contract and enter into a contract with IPS Group, Inc. Staff decided that the RFP process would offer a superior solution to the low bidding process because it provides the opportunity to interview companies, evaluate experience and qualifications, select the best qualified vendor, and analyze and negotiate pricing. Under such a scenario, a straight-out bidding/lowest price selection process used for the purchase of commodities such as equipment, materials, and hardware would not have met the needs of the City. Therefore, it is in the best interests of the City to waive the advertising and competitive bidding requirements of the OMC. It should be noted that, with the exception of adherence to bid security provisions as stipulated within the context of OMC Section 2.04.050.B, all other requirements of the competitive bidding process were met (including selecting the company with the lowest price). Additionally, the City thoroughly conducted a competitive Request for Proposal/Qualifications selection process, thus otherwise fulfilling the requirements of the OMC.

City Administrator Waiver of Local and Small Local Business Requirement

Under the Oakland Local and Small Local Business Enterprise Program requirements of the OMC, the City Administrator may waive these requirements for purchase contracts. OMC Section 2.04.010 provides clear definition relative to the City's mandatory Local and Small Local Business Enterprise (L/SLBE) Provision requirements.

In September of 2012, the Public Works Agency requested that the Office of Contracts Compliance conduct an availability analysis of certified local and small local firms which met minimum qualification requirements of the subject RFP. The Office of Contracts Compliance determined that only one firm was available for the work.

The City of Oakland's L/SLBE Program requires that there be at least three (3) certified firms listed in the industry, trade or profession that constitute a major category of work. If at least three (3) L/SLBE firms are not certified, then the L/SLBE requirement is either waived, or the fifty percent (50%) requirement may be set from forty-nine percent (49%) to zero percent (0%).

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Considering these factors, on September 12, 2012, the City Administrator, acting through the Office of Contracts Compliance, issued a formal waiver of the City's Local and Small Local Business Enterprise program provisions in relationship to the Public Works Agency's proposed Parking Meter Management System initiative. (See **Attachment B**, September 2012 Local and Small Local Business Enterprise Provision Waiver Notification, Parking Meter Management System.)

### ANALYSIS

In accordance with the requirements of OMC Section 2.04.051, in September of 2012, the Public Works Agency issued a Request for Proposals (RFP) for the City's Parking Meter Management System; City Project No. C458510. In keeping with the primary stipulations of the RFP, a panel reviewed all proposals and interviewed all four teams of bid respondents and ranked each based on relevant experience, contract amount, project approach, organizational methodology, materials and other factors including proposal responsiveness and preference point allocation criteria.

#### Selection and Retention of Single-Space Meters

The vendor selection review team opted to maintain the City's current single-space meter configurations versus a double-space or multi-space metering system due to a number of factors, including:

- Initial purchase and monthly service costs for double-space or multi-space meters are no lower than with single-space meters;
- Customers' primary concern relative to on-street parking is the walking distance to access meter pay stations, and the return time to their vehicle before continuing to their destinations;
- Many customers contend that they experience difficulty locating multi-space metering consoles in the general proximity of their parking location; and
- Parking enforcement with multi-space meters is more challenging to determine the paid status for each vehicle or space. With single-space meters; there is a clear, visual indicator of the status on the meter.

#### Additional Benefits of New Meters

The deployment of the new single-space meters will provide the following direct benefits to parking consumers, as well as for City staff charged with both the administrative and fiscal oversight of the mechanisms:

- Increased Customer Convenience with Multiple Payment Methods

- Shorter Distance to Single-Space Meter Pay Stations Versus Multi-Space Meters
- Parking Meter Modernization – Including Electronic “How To Operate” Screens
- Added Accountability for Meter Revenue
- Reduction in Meter Repair Maintenance Costs and Down Time
- Immediate Notification of Broken Meters
- Remote Administration of All Meters from One Location
- Immediate Reports for Financials and Audits
- Reduction in Meter Vandalism and Theft Due to Sturdy Meter Housing Construction

#### Overview of Vendor Selection – IPS Group, Inc.

IPS Group, Inc. has been in the parking and telecommunications business since 1994, with installations in the U.S., the United Kingdom, Australia and New Zealand. IPS began as a wireless telecommunications company; providing pay-phone solutions and telephone management systems to countries throughout the world. While IPS continues to provide wireless pay-phone solutions to emerging markets, the company has focused their telecommunications experience on parking meter applications, and specifically, credit card enabled single-space meters.

- IPS Credit Card Meters
  - Patented meter mechanism accepts payment by credit/debit cards, coins, tokens and smart card;
  - Pay-by-Phone applications will be implemented with these new devices;
  - Wirelessly networked to a web-based management system – with no additional communications infrastructure required;
  - Retrofits into existing meter housing/poles, and maintains all current meter enforcement and collections processes; and
  - Solar Powered with Rechargeable Battery Pack.
  
- IPS Web-Based Management System
  - No need for local software or new hardware installation;
  - Comprehensive financial and technical reports and other administrative tools;
  - Uses encryption and Internet-based security mechanisms;
  - Real-time data available 24/7/365; and
  - Intuitive point-and-click user operation.

**Additional IPS Assets**

<b><i>Proven Technology</i></b>	IPS is the only proven single-space credit card enabled parking meter company fully capable of fulfilling Oakland's parking meter replacement requirements
<b><i>Simplicity</i></b>	The IPS meter solution offers customers the latest parking technology with multiple payment options, without sacrificing convenience to the motorist/consumers. The parking public overwhelmingly prefers the ease of parking at single-space meters.
<b><i>Innovative Technologies</i></b>	As a market leader in parking meter technology, IPS understands the importance of listening to its customers. The IPS product suite was derived from the needs of its customers. IPS continues to develop innovate parking meter solutions to meet the parking industry's needs.
<b><i>Leveraging Local Resources</i></b>	With more than 10,000 meters already installed and operating in the Bay Area, IPS shall use existing local resources already in place for Oakland's program.
<b><i>Marketing and Public Relations Support</i></b>	IPS will assist in educating the public regarding the parking meter upgrades and use of the new equipment. Customer notifications will be in the form of website notifications, the dissemination of flyers and/or posters and other forms of public outreach, information and education.

**IPS Single-Space Meters**

**Keypad:** The IPS inductive keypad is designed for easy and intuitive use, and has no moving parts that require maintenance or that wear out over time. Four buttons provide all required user interface. When using a credit / smart card, users can add time (+) up to the maximum allowed or remove time (-) to the minimum allowed. A "Cancel" button is provided to allow for cancellation prior to acceptance, as well as the ability to accept "OK" to approve the transaction. Interaction with the meter has proven to be very intuitive for users in Cities everywhere.

**Solar Panel:** The meters are powered by a patented combination solar power and battery system provided by IPS. The solar panel on the back side of the meter allows for constant recharging of the battery with ambient light. This GREEN energy source provides a battery life which can last up to two years. A nominal amount of ambient sunlight keeps the battery packs charged. Primary Cell technology keeps the unit operating, even with minimal sunlight and acts as the back-up battery.

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**LCD Display:** The IPS single-space meter has a programmable, backlit, auto-brightness monochromatic LCD which can display various messages required by the customer. The LCD screen is completely programmable to display rate information, maximum time allowed, and current time on the meter. Alternating screens allow for a variety of programming messages, including alternate languages and can be updated remotely via the web-based management system. The LCD Display also has the ability to depict pre-programmed notices from the City, i.e. holiday schedules, City-sponsored events, emergency preparedness tips, etc.

**IPS Parking Management System:** Each IPS single-space parking meter is integrated into a web-based Meter Management System (MMS), in which the data is stored on central servers hosted by IPS. This data transfer happens automatically and does not require personnel to interface with each meter to retrieve data. This data is available via a secure web-based portal and a username and password. IPS Group, Inc. provides a full set of Data and Management, Financial and Maintenance Reports, and the data can be exported into other software packages such as MS Excel, MS Access, etc.

#### Management System Reports

**Financial:** Daily, weekly, monthly and annual total revenue reports by payment type.

**Auditing:** Daily and monthly credit card auditing and reconciliations, types used and other searches.

**Revenue Collection:** Coin collection by date, routes and collector.

**Statistical Analysis:** Monthly city-wide statistics for meters, as well as the average number and value of transactions.

#### PUBLIC OUTREACH/INTEREST

This project did not require any additional public outreach other than requisite postings on the City's website and notices within multiple newspaper publications.

#### COORDINATION

To ensure the long-term continuity of the proposed technological endeavor with the City's overall technological systems, this report was prepared in coordination with the Public Works Agency's Department of Infrastructure and Operations, the Administrative Services Department, Controller's Office, Treasury Division, Revenue Division, as well as the Electrical Services Division's Meter Operations Unit.



**COST SUMMARY/IMPLICATIONS**

As referenced within the context of Chart (2A) below, the planned cumulative expense provisions, inclusive of meters, wireless data and licensing fee(s) and merchant fee(s) are \$5,793,980. To facilitate this project, the City is planning to finance the cost of the meters in an amount not to exceed \$2,500,000, at an interest rate not to exceed 2.5%.

**Debt Service Provisions / Master Lease  
 Chart 2A**

<b>Projected Expenditures            Cost Specifications</b>	
Single-Space Replacement Meters (4,300/meters @ \$465.00/each)	1,999,500
Sales Tax (Alameda County Rate @ 9.00%)	179,955
Contingency Reserve (16%)	320,545
<b>Total Cost for Single-Space Meters and Equipment Subtotal:</b>	<b>2,500,000</b>
Wireless Data and Licensing Fees (Total for the Five (5) years)	2,663,328
Merchant Fee (Total for the Five (5) years)	630,652
<b>Wireless Data / Licensing / Merchant Fee Subtotal:</b>	<b>3,293,980</b>
<b>Grand Total:</b>	<b>5,793,980</b>

Chart (2B) depicts a five-year forecast of parking meter revenue, Master Lease Agreement expenditures. Interest is estimated at an annual rate of 2.50% and factored into the debt service line-item provision(s), with said financial obligation to be met utilizing future parking meter revenue.

Line-item detail is also provided relative to the Public Works Agency's operational set-aside. The City's Parking Meter Management program has been under funded for several years. Specifically in terms of the purchase/replacement of new meters (single and multi-space), mandatory maintenance and repair needs of existing meters, as well as funding needed for personnel to intermittently perform excess hours to meet year-round service demands. The Public Works Agency's Department of Infrastructure and Operations proposes using said funds to further enhance the City's entire parking meter program through the acquisition of parts and full replacements of multi-space parking meters, additional parts for single-space consoles, as well as additional personnel costs over the proposed project term.

**Five-Year Revenue and Expenditure Forecast  
 (Including Debt Service and Five-Year Operational Set-Aside)**

**Chart 2B**

	FY 14-15	FY 15-16	FY 16-17	FY 17-18	FY 18-19	5-Year Total
<b>Increased Revenue</b>	2,003,454	2,047,530	2,092,576	2,138,612	2,185,662	10,467,834
<b>Expenses:</b>						
Estimated Debt Service	532,425	532,425	532,425	532,425	532,425	2,662,125
Wireless Data and Licensing Fees	532,668	532,665	532,665	532,665	532,665	2,663,328
Merchant Fee	126,132	126,130	126,130	126,130	126,130	630,652
<b>Maintenance/ Replacement</b>						
Additional Personnel Cost (OT)	31,000	31,000	31,000	31,000	31,000	155,000
Single-Space Replacement Parts	30,000	30,000	30,000	60,000	60,000	210,000
Single Space Full Replacement	27,900	27,900	27,900	55,800	55,800	195,300
Multi Space Replacement Parts & Units	700,000	721,000	742,630	764,909	787,856	3,716,395
<b>Total Expenses</b>	<b>1,980,125</b>	<b>2,001,120</b>	<b>2,022,750</b>	<b>2,102,929</b>	<b>2,125,876</b>	<b>10,232,800</b>
<b>Net Difference:</b>	<b>23,329</b>	<b>46,410</b>	<b>69,826</b>	<b>35,683</b>	<b>59,786</b>	<b>235,034</b>

Revenue Assumptions: Chart (2C) below provides an overview of annual revenue assumptions:

**Annual Revenue Assumptions**

**Chart 2C**

<b>Annual Revenue Assumption</b>	<b>Financial Impact</b>
<b>Parking Meters</b>	
Installation of 697 Missing Meter Heads, 119 Missing Multi-Space Parking Spaces, the Addition of 277 Metering Location Previously Approved by City Council (assumes new meters generate revenues equal to 90% of the citywide average)	\$1,161,400
15% Increase to Average Single Space Meter Revenue (Includes 3,128 current, 697 missing and 277 new single meter heads)	\$632,760
<b>Parking Citations</b>	
Additional Citation Revenue Resulting from Replacing Missing Meters both Multi and Single Space and Installation of 277 Approved Meters	\$971,744
20% Discount of Single-Space Parking Meter Citation Revenue (including newly installed meters)	(\$762,450)
<b>Total:</b>	<b>\$2,003,454</b>

Revenue Estimates for Year 1 are \$2.0 million, with a 2.2% projected inflation increase thereafter.

As outlined within the context of the Chart (2D) below, the City is conservatively projecting a 15.0% revenue increase, which is equal to the minimum increase seen in the surveyed cities. It should also be noted that a 20% decrease in citation revenue is anticipated, which is the largest decrease seen in the surveyed cities.

In recent years, a number of local and national municipalities have implemented similar parking meter management system upgrades synonymous to that currently being proposed within the context of this report. Chart 2D below provides an overview of the revenue impact within five separate jurisdictions over the course of a 12-month term:

**Overview of Revenue Impact – Parking Meter Management System Upgrades  
 Local and National Municipalities  
 Chart 2D**

City Name	# of Parking Meters	Percentage of Meter Revenue Increase	Percentage of Citation Revenue Decrease
Columbus, Ohio -	2,700	20%	None
Santa Monica -	6,100	35%	(6%)
Walnut Creek	1,500	5%	N/A
Berkeley	1,166	29%	(18%)
San Francisco	5,000	15%	(14%)
Laguna Beach	850	15%	(20%)
<b>Table Averages</b>		<b>20%</b>	<b>(15%)</b>

The source of funds slated to cover all costs associated with the proposed Master Lease Agreement and ongoing operational costs (wireless data, licensing fees, merchant fees and maintenance/replacement costs shall stem from the City of Oakland's General Purpose Fund (1010) of the Meter Operations Section Org. (30524), Parking Management Program (IP60). Cumulative annual costs shall not exceed \$10,232,800 for five (5) years.

The source of revenue scheduled to cover the operating expenditures shall stem from the City of Oakland's General Purpose Fund (1010) of the Treasury Operations Section Org. (08721), Financial Management Program (IP59).

**SUSTAINABLE OPPORTUNITIES**

**Economic:** It is generally perceived that enhancement of parking meters can revitalize commercial business districts, increase pedestrian traffic and mitigate criminal activity.

**Environmental:** Parking meters using low energy solar technology and long life batteries will help reduce the carbon footprint of the City in addition to other energy-saving projects.

**Social Equity:** Parking meters which provide uniform and user friendly payment options will benefit many Oakland community members who expect reliable meters when patronizing locations that rely on street parking.

**CALIFORNIA ENVIRONMENTAL QUALITY ACT**

This Parking Meter Management System meets the requirements for exemption under the California Environmental Quality Act (CEQA).

For questions regarding this report, please contact Jason Mitchell, Interim Assistant Director, Public Works Agency, at (510) 615-5856.

Respectfully submitted,



BROOKE A. LEVIN  
Interim Director, Public Works Agency

Reviewed by:  
Jason Mitchell, Interim Assistant Director  
Department of Infrastructure and Operations

David McPherson, Revenue and Tax Administrator  
Administrative Services Agency

Katano Kasaine, City Treasurer  
Treasury Division

Allen Law, Electrical Services Manager  
Department of Infrastructure and Operations

Prepared by:  
Candice Jessie, Management Assistant  
Department of Infrastructure and Operations

Attachment A: Parking Meter Management System Request for Proposal; City Project No. C458510.  
Attachment B: September 2012 Local and Small Local Business Enterprise Provision Waiver Notification, Parking Meter Management System.

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# **ATTACHMENT A**

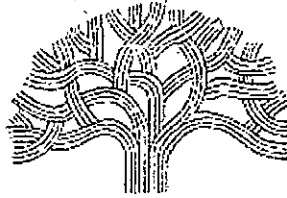
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**City of Oakland Public Works Agency  
Department of Infrastructure and Operations  
Assistant Director's Office**

**Parking Meter Management System**

**REQUEST FOR PROPOSAL**

**CITY PROJECT NUMBER: C458510**



**City of Oakland**  
Deanna Santana, City Administrator

## **Request for Proposals**

**for**

# **PARKING METER AND MANAGEMENT SYSTEM**

**CITY PROJECT NO. C458510**

### **Public Works Agency**

Department of Infrastructure and Operations  
Electrical Services Division

7101 Edgewater Drive, Building 4, Oakland, CA 94621

Project Manager: David Ferguson, Assistant Director

Telephone: (510) 615-5856

**September 2012**

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**IX. LIST OF ATTACHMENTS**

- A. Price Proposal Form
- B. Schedules Required With Proposal Submission
  - Schedule E - Project Consultant Team Listing
  - Schedule O – Campaign Contribution Limits
- C. Sample Agreement and Insurance Requirements (Schedule Q)
- D. Schedule LI - Consultant Performance Evaluation
- E. iSupplier's "Request for Quotation # \_\_\_\_\_"



## 1. REQUEST FOR PROPOSALS SUMMARY

Project No. C458510  
RFP for Parking Meter and Management System

**Services Required:** The City of Oakland is soliciting written proposals from qualified firms or individuals to provide a secure credit card, smart card, and bank debit card enabled Single-Space Parking Meter System (SDSPM), a Double Space Parking Meter System (DSPMS), a Multi-Space Pay & Display Machine (MSPDM), and a meter management system that uses wireless communication technology. As a RFP this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

**Local/Small Local Business Requirement:** The 50% participation requirement has been waived.

**Contract Term:** The term of the proposed contract shall be for a period of FIVE (5) years, commencing January 2013, with a one (1) year option to extend the contract at the City's sole discretion.

**Pre-Proposal Meetings: (VOLUNTARY)** 10:00 AM, October 2, 2012, Broadway Conference Room, 4<sup>th</sup> Floor, 250 Frank H. Ogawa Plaza, Oakland, CA 94612. Topics to be discussed at this meeting include project information, proposal requirements, compliance with applicable programs, and mandatory registration in "iSupplier" if awarded the contract. For iSupplier Registration, go to: <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm>.

**Deadline for Questions:** 2:00 PM, October 16, 2012 by email to the Project Manager. It is the Contractor's responsibility to ensure that the email has been received by the Project Manager.

**Proposals Due:** 2:00 PM, October 23, 2012. Proposals not received by the Reception Desk for the Public Works Agency, 250 Frank H. Ogawa Plaza, Suite 4314, Oakland, CA 94612 by the deadline will be returned unopened.

**Contact Information:** The following City staff members are available to answer questions regarding this RFP.

1. Project Manager: David Ferguson at [dferguson@oaklandnet.com](mailto:dferguson@oaklandnet.com) or (510) 238-6383
2. PWA Contract Services: Calvin Hao at [chao@oaklandnet.com](mailto:chao@oaklandnet.com) or (510) 238-7395
3. Contract Compliance Officer: Vivian Inman at [vinman@oaklandnet.com](mailto:vinman@oaklandnet.com) or (510) 238-6261

**Proposal Documents:** Proposal documents and Addenda in digital format are provided free of charge through both sites listed below. Hard copies will NOT be available for purchase from the City. Separate Plan Holder lists are maintained by the City's official "iSupplier" site and CIPList.com. The Summary of Proposals Received is posted only to CIPList.com.

1. "iSupplier" (the City's official site):  
<http://www2.oaklandnet.com/Government/o/CP/s/ContractingPurchasingOpportunities/index.htm>
2. CIPList.com (an alternate third-party site): <http://ciplist.com/plans/?Oakland/city/9392>

**Important Disclaimers and AB 2036 Compliance:**

It is the responsibility of each prospective bidder to download and print all bid documents, including any addenda, and to verify the completeness of the printed bid documents before submitting a bid or proposal. The City does not warrant, represent, or guarantee the accuracy or completeness of any bid documents and/or information retrieved from other sources. The City is not responsible for any loss or damage including, but not limited to, time, money, or goodwill arising from errors, inaccuracies or omissions in any bid documents and/or information obtained from other sources. It is each prospective bidder's responsibility to check these sites through to the close of bids for any applicable addenda or updates.

**II. INTRODUCTION**

The City of Oakland, at approximately 22 square miles, is a densely populated community with over 399,000 residents, and home to the Oakland Raiders, Laney City College, and Merritt City College and many notable restaurants, businesses, and theaters. Within the City's commercial districts, parking meters are used to ensure vehicle turn-over in support of the businesses.

The City's Public Works Agency (PWA) is required to operate, maintain and manage a parking inventory of approximately 7,800 pay-spaces, consisting of both Multi-Space Pay Space (MSPS) meters and Single Space Meters. The MSPS meters (567), control 2,500 parking spaces and accept coins and credit cards. Approximately 4,000 spaces have Duncan, and MacKay coin-only operated single space meters. The Duncan meter has exceeded its useful life and is experiencing increased equipment failures. Certain replacement parts are no longer available. To address this issue, PWA has developed a program to replace the current single space parking meters over the next (5) five years. This program will implement a capital replacement schedule, which will introduce meters utilizing advanced technology that will allow for a more effective, customer friendly, and reliable parking meter system.

**III. SCOPE OF SERVICES**

The City is seeking a single meter mechanism that can receive payment for one (1) parking space as well as, two (2) parking spaces simultaneously and can be retrofitted into its' current single-space meter housings without any changes to key/lock systems, coin vaults, or cash collection operations. The only anticipated changes will be the meter mechanism and the meter top cover (meter dome). The City may elect to install a double-space meter, or pay and display machine in selected locations.

When the on-street parking meter is configured with the new single/double space parking meter (SDSPM), the customer will park, go to the SDSPM and insert the payment required to purchase the desired amount of time up to the maximum time limit. The customer will not be required to perform any additional steps. The space meters shall accept payment by coin, credit card, debit card (with Visa or Master Card logo) and smart cards. The single space meters shall be wirelessly networked and connected to a web-based management system. The space meters shall utilize solar power to provide long-lasting power and battery life. The SDSPM shall use the existing poles, housings, cash containers and collection techniques.

The single space and multi-space meters are to operate in an independent network environment, meaning that each meter is wirelessly enabled to communicate with the provider's parking management system without the installation of any additional networking equipment or ancillary infrastructure. No additional network equipment shall be installed or mounted on street poles as part of this system. Should the network environment temporarily fail, the unit should be capable of operating in a stand-alone mode until the network environment is restored. In addition, for the purposes of security of credit card holder information, all card readers shall be integrated into the unit housing itself and not secured externally nor protrude externally to the meter housing. All contractors must have past project references and the proposed system must have been installed with at least 3 of the references with 500 or more meters for at least 12 months. See section II, B.2 for details.

Additionally, all meter and machine products shall be PA-DSS compliant and all service providers shall be PCI-DSS Level 1 certified. The units must be conforming to a compatible network platform with the City's designated Bank Merchant, Weils Fargo Merchant Services LLC. The most common are:

- a) Nashville (FDCN);
- b) Cardnet; and
- c) Vital (TYSY or Visanet).

**Contract Term:** The term of the proposed contract shall be for a period of FIVE (5) years, commencing in January 2013, with a one (1) year option to extend the contract at the City's sole discretion.

**Location of Services:** The City plans to enter into a contract with a qualified contractor to provide single space parking meter equipment, multi-space parking meter equipment, installation, and a software management system at designated meter zone areas in the City. Proposals are being solicited for the following services, and proposers must indicate to which service(s) their proposals respond.

1. Single-Space Parking meter with the capability to monitor two parking spaces.
2. Multi-Space Pay by Space Parking Machine.
3. Wireless Communication Services.

**Installation Timeline:** The first one-thousand, two hundred (1,200) meters are to be received within 6 weeks (42 calendar days) of the date the order is placed. The City is to receive 600 meters every 4 weeks until the total number of meters specified have been replaced. The City will provide to the proposer specific locations that the SDSPM's units are to be installed. All services listed will be completed by the contractor for a certain agreed amount of payment.

#### 1.0 STANDARDS AND APPLICABLE PUBLICATIONS:

- 1.1 The selected provider's technology shall conform to the following standards:
  - 1.1.1 Global System for Mobile Communications (GSM).
  - 1.1.2 Supplier must be (PCI DSS) certified.

1.1.3 Microsoft SQL Server 2005/2008 is the City's present standard and preferred Relational Database Management System.

1.1.4 All applicable local, state, and federal guidelines and laws.

## 2.0 REQUIREMENTS:

The City will replace existing parking meter mechanisms in approximately 3,900 on-metered parking spaces throughout the City. The new single, double, or multi-space parking technology will be deployed at on-street metered spaces that experience high demand Citywide. It is anticipated the City will purchase combination of the three type mechanisms to monitor approximately 3,900 parking spaces through this contract, although the City may elect to purchase more or less, depending on funding availability, available technology, and decisions on new meter locations.

City staff will determine where meter mechanisms will be deployed. The contractor will deliver complete meter mechanisms, install the meter mechanisms into existing meter housings, provide and maintain the meter management system, assist with setting up the SDSPM, conduct training, troubleshoot problems as they arise, all under the terms of this contract.

The City's intent is for the single parking meter mechanism and meter dome to be retrofitted into the City's current single-space meter housings, without any changes to the key/lock systems, coin vault, or cash collection operations, and for a wireless system to be connected to the meters to provide information and to manage the operation, maintenance, collections, and reports. The only anticipated changes are to the meter mechanism and the meter dome cover, and the new meter mechanisms shall fit into the City's existing meter housing base. Double-space meters will require a new mechanism and housing. The City's current parking meters are Duncan Industries Model Eagle 2000, purchased in 1999.

The SDSPM are to operate in an independent network environment, meaning that each meter is wirelessly enabled to communicate with the provider's parking meter management system without the installation of any additional networking equipment. No additional network equipment shall be installed or mounted on street poles as part of this system. Should the network environment temporarily fail, the single-space meter shall be capable of operating in a stand-alone mode until the network environment is restored.

## 3.0 DEFINITIONS:

3.0.1 SDSPM: The term "SDSPM" or "single/double space parking meter system" shall mean the single space parking meter mechanism (SDSPM) and meter dome (top), and a meter management system that uses wireless communication technology. The term "SDSPM" or "single/double space parking meter system" shall mean a complete, fully tested and operational web-based, on-street parking management system, including, but not limited to, database management functions, report and

recordkeeping functions, form, report, and notice generation functions, collection functions with full City network compatibility. The system shall otherwise perform; or provide all required services, products and functions.

- 3.0.2 SDSPM: The term "SDSPM" or "Single/Double Space Parking Meter Mechanism" shall mean the Single/Double Space Parking Meter Mechanism.
- 3.0.3 DSPMM: The term "DSPMM" or Double Space Parking Meter Mechanism shall mean the Double Space Parking Meter Mechanism. MSPDM: "MSPDM" or Multi-Space Pay by Space Machine" shall mean Multi-Space Pay by Space Machine.
- 3.0.4 Smart Card: The term "Smart Card" shall be defined as either a magnetic stripe card or a contact card which can be programmed by the City for monetary amounts and be used in the SDSPM provided by the selected Contractor.
- 3.0.5 Active Space: The term "Active Space" shall mean an on-street parking space administered by the SDSPM during metered times as established by the City.
- 3.0.6 RFID Tag: The term "RFID" shall mean a Radio Frequency Identification Tag.
- 3.0.7 RFID Tag System: The "RFID Tag System" shall mean a physical RFID tag to be installed inside of each meter housing which will physically identify the pole address via electronic means both inside the meter housing as well as within the Contractor's database. This feature allows meters to automatically know where they are located and the required operating parameters for that pole address. This is a maintenance feature to streamline the process of swapping meter mechanisms when necessary and maintaining the operating parameters for each pole address.
- 3.0.8 Days: The term "Day(s)" shall mean calendar days and not business or working days, unless otherwise indicated.
- 3.0.9 Contract Manager: The term "Contract Manager" shall mean the City employee responsible for the coordination with the selected supplier for the implementation, operation and management of the SDSPM Management System and for the City's day-to-day administration and coordination of City responsibilities under the SDSPM Management System pursuant to the contract.
- 3.0.10 Functional Meter: The term "Functional Meter" shall mean any of the Selected Contractor's Meters functioning within the normal parameters of operation during the hours of enforcement. A Functional Meter will accept all forms of payment, properly interface with end users, actively communicate with the SDSPM at designated times, properly indicate payment status by illuminating light emitting diodes (red for non-paid meters, green for paid meters), properly reports battery power, collection status, and coin count. Acceptance of the meter by the City shall be based on the meter being a fully Functional Meter.
- 3.0.11 Acceptance: The term "Acceptance" shall mean the point at which the City assumes

responsibility for merchandise provided by the Contractor. Acceptance shall occur after the Contractor has successfully installed the equipment and the equipment is properly integrated and communicating with the SDSPM. Meters must meet the definition of Functional Meter at the time of acceptance.

3.0.12 **Enhanced Services:** Should the following features be available now or become available in the near future, the City may be interested in including them in a contract. The proposer shall explain these features/services and provide prices for the features/services. The prices will be in effect for the term of the contract. If prices are provided, they will not be a consideration of the bid price evaluation.

3.0.12.1 **Pay-By-Cell Phone/Pay-By-Web Option:**

3.1 **GENERAL REQUIREMENTS:**

3.1.1 **Pricing:** Proposers are to provide their pricing on the Parking Meter & Management System Cost Proposal Form of this proposal. Proposers shall submit fixed pricing that will apply through the entire term of the contract.

3.2 **PRODUCT AND SERVICES REQUIREMENTS:**

3.2.1 **Single/Double Space Parking Meter Mechanism** shall have the following primary features:

3.2.1.1 Shall be capable of accepting payment via United States coins (nickels, dimes, and quarters Only), credit card, bank debit card, and smart card. Credit cards shall at a minimum include Visa, and MasterCard, Payment capabilities.

3.2.1.2 Credit card, bank debit card and smart card transactions shall be real time and not batched.

3.2.1.3 Shall be wirelessly networked via the cellular network, Global System for Mobile (GSM) Communications and connected to a web-based management system such that no additional software other than an internet browser shall be required to manage, monitor, and operate the meter mechanism.

3.2.1.4 Shall use solar panel and a rechargeable/back-up battery pack to provide ongoing power and backup power. The solar panel and rechargeable/back-up battery pack shall be integrated into each SDSPM.

3.2.1.5 Shall wirelessly notify parking operations staff, in real time, of any faults, such as a card reader or coin validator jam, via a text message, email, or both.

3.2.2 **Multi-Space Pay by Space Meters (MSPS):** The Multi-Space Pay & Display Machines (MSPS) shall have the following primary features:

3.2.1.1 Shall be capable of accepting payment via United States coins (nickels, dimes, and

quarters only), credit card, and smart card. Credit cards shall at a minimum include Visa, and MasterCard, payment capabilities.

- 3.2.1.2 Credit card, debit card and smart card transactions shall be real time and not batched.
- 3.2.1.3 Shall be wirelessly networked via the cellular network, Global System for Mobile (GSM) communications and connected to a web-based management system such that no additional software other than an Internet browser shall be required to manage, monitor, and operate the meter mechanism.
- 3.2.1.4 Shall use solar panel and a rechargeable/back-up battery pack to provide ongoing power and backup power. The solar panel and rechargeable/back-up battery pack shall be integrated into each SDSPM.
- 3.2.1.5 Shall wirelessly notify parking operations staff, in real time, via a text message, email, or both of any faults, such as a card reader or coin validator jam.
- 3.2.2 Operation and Rates: SDSPM and MSPS's shall be capable of being remotely programmed for holidays, special events, or other rate changes via the web-based management system and shall not require City staff to interface with the meters in the field to accomplish such a rate update. The following rate and operating characteristics shall apply to all SDSPM's.
  - 3.2.2.1 Fixed Rate: Same rate all day, for select/every day of the week.
  - 3.2.2.2 Multiple Rates: Change rates throughout the day, for a minimum of 6 times. The SDSPM shall be capable of displaying "TOW-AWAY DO NOT PARK", "NO PARKING" or "FREE PARKING" on the display screen, in addition to hourly parking rates for normal metering time.
  - 3.2.2.3 Pre-Pay: SDSPM's shall allow a motorist to pay for parking prior to the beginning of enforcement hours if parking is not restricted prior to enforcement hours, up to the maximum duration period once enforcement begins. However, metered time shall only begin at the beginning of enforcement hours. For example, a 2-hour meter can be fully paid prior to the beginning of enforcement hours. For example, a 2-hour meter can be fully paid prior to the beginning of enforcement at 9:00 a.m. if parking is not restricted prior to 9:00 a.m. In such an example, metered time would only begin at 9:00 a.m. and expire at 11:00 a.m.
  - 3.2.2.4 SDSPM shall be capable of being programmed to enforce defined tow-away zones and display "TOW AWAY DO NOT PARK" on the LCD screen. During these tow-away times, the SDSPM shall not accept credit card/smart card payment and no time shall be given for coins. In such a configuration, motorists shall only be able to pay for time up to the beginning of the tow-away period. SDSPM shall also be capable of displaying "NO PARKING" or "FREE PARKING" on the LCD screen. During these configurations credit card/ smart card payments shall not be acknowledged and no time shall be given for coins.

- 3.2.2.5 The SDSPM shall be capable of displaying the rate per hour, date and time, hours of enforcement, maximum duration (time period), and other customized messages or graphics on the meter LCD screen.
- 3.2.2.6 Changes and updates to all rate structures, maximum duration (time limits), available payment methods, and hours of meter operations shall also be managed and updated via the web-based management system.
- 3.2.3 Solar Power:
- 3.2.3.1 The SDSPM shall incorporate the use of a solar panel to provide the ability to recharge the battery.
- 3.2.3.2 This solar panel shall be weather-proof, and shall be integral to the meter housing, to prevent damage due to operating conditions or vandalism.
- 3.2.4 Graphical Display:
- 3.2.4.1 The SDSPM's shall have a graphical liquid crystal display (LCD screen) with a temperature operating range of -22 deg F to +158 deg F, which is capable of displaying metered time (in a format of two digits to show hours and two digits to show minutes, i.e., HH:MM, including negative time capability), parking rates, maximum stay period messages, current time of day, time when meter will expire, as well as other alpha-numeric messages programmable through the web-based management system depending on the status of the meter.
- 3.2.4.2 The LCD screen shall be remotely programmable 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.
- 3.2.4.3 For increased visibility in low-light conditions, the LCD shall be backlit. Backlight shall be enabled automatically, via light sensitivity, and shall require not additional settings to be adjusted by the customer. Additionally, backlight shall only be enabled during a transaction in order to conserve battery power.
- 3.2.4.4 In addition, ultra violet (UV) resistant, non-yellowing, polycarbonates resin thermoplastic material (such as Lexan® or equivalent shall protect the LCD screen.
- 3.2.4.5 In the event of a coin jam, the SDSPM shall continue to allow payment via credit card or smart card. During such a jam, the meter shall be capable of displaying "CARDS ONLY NO COINS" on the LCD screen. In the event of a card reader jam, the meter mechanism shall continue to allow payment via coins. During such a jam, meter shall be capable of displaying "COINS ONLY NO CARDS" on the LCD screen. In either event, the meter shall be able to wirelessly notify maintenance staff in real time 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 shall be capable of displaying "OUT



OF ORDER DO NOT PARK". All of these messages shall be capable of being remotely updated and programmed via the web-based management system.

3.2.5 Expiration Indication:

3.2.5.1 Light-emitting diodes (LED's) with the capability to operate flashing and steady burning with millicandela ratings of 5000 mcd or greater and 30 degrees or greater viewing angle, shall be positioned on the back of the SDSPM.

3.2.5.2 The standard configuration shall be flashing RED during expired status, with the capability to program GREEN for paid status.

3.2.5.3 Meters shall have ability to be remotely programmed for an expiration grace period, duration, color, and frequency of flashing LEDs, and other LED operating parameters via web-based management system.

3.2.6 Coin Validation:

3.2.6.1 The SDSPM shall be fully electronic with solid state components and a straight down, free- fall coin chute. The SDSPM shall recognize each coin, and give the appropriate amount of time. The meter shall also incorporate a feature that shall count invalid coins, such as washers, gaming tokens, etc., so that the City can monitor the areas where these activities take place. No time shall be given for these fraudulent coins.

3.2.6.2 The coin validator shall detect metallic as well as non-metallic jams. Jam clearance shall be accomplished without special tools or disassembly of the meter. The coin validator shall be a removable component for the purposes of clearing coins or other types of coin validator jams. The coin chute shall allow complete visibility of the coin pathway in order to identify and easily clear jams. Coins passing through the mechanism shall be deposited into the coin box in the meter vault, when the mechanism is properly installed in the upper housing. In the event of a jam, the meter shall have the ability to notify City staff of a jam via email, text message, or both.

3.2.7 Credit Card and Smart Card Payment:

3.2.7.1 The SDSPM shall utilize a hybrid card reader which is integrated into the unit. The hybrid card reader shall allow for both the use of a magnetic strip credit card, bank debit card, or smart card, and also a contact smart card. The parking customer will insert a smart card or insert/remove a credit card to start the payment process. The parking customer shall then have the ability to select the amount of time to be purchased, by pressing the "+" button for more time, or the "-" button for less time, up to the maximum time allowed and down to a minimum metered time. Users shall then select "OK" to purchase, or select "CANCEL" to stop the transaction.

3.2.7.2 A weather-proof capacitive or inductive keypad (non-mechanical) shall be utilized to eliminate any moving parts associated with the user interface for card payment. The keypad shall be modular, to allow in-field replacement if necessary.

3.2.7.3 The keypad shall be color coded, labeled, and provide a minimum of 4 buttons, to allow users to select (1) more time "+", (2) Less time "-", (3) Cancel, and (4) "OK" for any card transactions.

3.2.7.4 PCI DSS Compliant: The successful proposer must be a certified contractor of the City's merchant card processor. At this time, the City of Oakland is in contract with Wells Fargo Merchant Services LLC. The successful proposer must comply with Payment Card Industry Data Security Standards (PCI DSS). Visa and MasterCard alignment data security requirements to create a global standard for the protection of Cardholder data. The resulting Payment Card Industry Data Security Standards (PCI DSS) defines the requirement with which all entities that store, process, or transmit payment card data must comply. Detailed information about PCI DSS can be found at the PCI DSS Council's website: [www.pcisecuritystandards.org](http://www.pcisecuritystandards.org).

The proposer must be able to demonstrate they meet the above requirements at the time of bid.

3.2.7.5 Secure Gateway Fee: In the event of a Contract the City shall agree to pay and the contractor shall agree to accept, as full compensation, the bid amount per credit card transaction process for supplying a secure communications gateway for credit card processing. The contractor shall invoice the City monthly for the total number of secure transactions administered by the contractor during the previous month. This secure gateway fee is separate from the fee charged by the City's credit card processing contractor, which shall remain the sole responsibility of the City.

3.2.8 RFID Identification:

3.2.8.1 The SDSPM shall have the capability to communicate with a Radio Frequency Identification (RFID) tag mounted/adhered to the inside of the meter housing, such that the meter shall automatically know where it is located and be able to download its pole-specific location configuration (rates, display information, max stay period, etc.) from the host server, based upon information stored on the RFID tag. The proposer shall provide a bid for one programmed RFID tag (Item 3) (programmed with the City's GIS data provided by the City) for each SDSPM, which shall include the RFID components integral to the SDSPM, as well as, the RFID tag complete and ready to be operational once installed inside the meter housing.

3.2.9 Meter Housing (TOP):

3.2.9.1 The housing shall be made of durable material such as ductile iron or zinc die cast material, which provides exceptional weather protection and resistance to vandalism. It shall lock in place at four comers using the same lock/key system on the City's current meters.

3.2.9.2 A window shall provide clear view of the digital display and shall be made of polycarbonate resin thermoplastic material (such as Lexan® or equivalent), that is UV

stabilized to resist yellowing.

3.2.9.3 The outer surface of the housing cover shall be painted with an automotive grade material (the color to be determined by the City following the award of the bid), which again provides excellent resistance to weather and fading from sunlight, and shall provide a tough, scratch resistant, and easily cleaned surface. The contractor shall provide the City with paint chips/paint samples at the contractor's expense.

3.2.10 Smart Card and Smart Card System:

3.2.10.1 The contractor shall provide a bid for programmable magnetic stripe and contact smart cards (3 3/8 inches x 2 1/8 inches) that shall operate in all units.

3.2.10.1.1 The smart cards shall be personalized by the City. The City shall provide the artwork and text to the selected contractor.

3.2.10.2 The contractor shall provide a bid for a magnetic stripe and contact smart card programmer (hardware and software) that shall allow the City to program the magnetic stripe and contact smart cards.

3.2.11 Wireless Data and Management System Capabilities

3.2.11.1 The SDSPM and MSPSM shall be capable of transmitting wireless data for the purposes of payment card processing, coin transactions, updates to the operating features, and rate configuration of the meter, as well as fault notification. The wireless capability shall be integral to the meter mechanism design, and shall not require a secondary connection to a wireless device. Such communication shall be accomplished without any additional networking equipment that would need to be installed on City street poles or any other location, such as buildings, etc.

3.2.11.2 Updates to meter software, such as meter firmware and operating software, shall be performed wirelessly and shall not require City staff to interface with each individual meter to accomplish such an update. No additional software shall be required to access and update the meter system, other than access to an Internet browser.

3.2.11.3 The SDSPM management system shall not be dependent on the interaction of individual, handheld devices with each meter in the field. The management system shall be secure and completely web-based, and accessible to authorized personnel via the Internet. 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 SDSPM. Access to the meter management system by any authorized user shall be provided at all times (24 hours per day/7 days a week), via the Internet.

3.2.11.4 The management system shall provide a variety of reports and functions, including financial, technical, and administrative functions, via a single Internet-based portal. Reports and functions shall include, but are not limited to:

- a) Credit card reconciliation (daily, weekly, monthly, annually);
- b) Cash collection reports (by date, time, meter number, and collector);
- c) Accumulative totals of all cash and card transactions (daily, weekly, monthly, or annually);
- d) Revenue summary reports (daily, weekly, monthly, annually, by zone, route, street or meter number);
- e) Coin box level (% full);
- f) 4K-Individual transactions (cash or credit) by meter number;
- g) GPS location of meters on a map, with statistical mouse-over feature;
- h) Adjudication Reports;
- i) Meter uptime (overtime, by zone, street, and meter number);
- j) Meter paid occupancy reports;
- k) Exception reports for units not performing as required (communications or payment faults);
- l) The management system shall be capable of exporting reports to a variety of common Microsoft file formats including, but not limited to, Excel, Access, and Word;
- m) Ability to change rates and other operating parameters remotely via the Internet;
- n) Maintenance software for logging service requirements over time; and
- o) Access to help materials and user manuals shall be available on-line.

### 3.2.12 Access Cards:

3.2.12.1 The SDSPM and MSPS shall allow for the use of additional cards, provided by the contractor, to be used for the purposes of accessing meter diagnostics, cash collection, and allowing for time to be added to the meter during a maintenance event without affecting the revenue audit. The use of these cards shall be logged and presented as one of the report options in the web-based management system.

### 3.2.12.2 Diagnostics Card:

With the use of a diagnostics card, and without opening the meter housing, all units shall provide the following minimum information relating to the current meter operating status:

3.2.12.2.1 View the current assigned meter configuration and software version.

3.2.12.2.2 View the battery level of the rechargeable battery, the non-rechargeable battery, and the solar panel charge level.

3.2.12.2.3 Test the operating condition of the card reader.

3.2.12.2.4 Test the operating condition of the coin validator.

3.2.12.2.5 Test the integrated wireless communications.

3.2.12.2.6 Allow for the meter to be turned off.

3.2.12.3 Coin Collection Card: With the use of a coin collection card, and without opening the meter housing, the SDSPM shall allow for parking meter collection staff to clear the coin box counter at the time of cash collection. This card shall provide to the web-based management system a cash audit feature that shall show the time of card use, the specific card used, and the cash value collected, and a detailed summary of the coin types collected.

3.2.12.4 Meter Maintenance Card: With the use of a meter maintenance card, and without opening the meter housing, the SDSPM shall allow for maintenance staff to put time on the meter, to compensate a customer in the event of meter maintenance activity. The time put onto the meter shall not affect the revenue audit, and shall be logged and displayed in the web-based management system as an exception.

### 3.3 TRAINING REQUIREMENT:

The contractor shall provide the City with ongoing training to familiarize City staff with the meters and the system. Enforcement and system training may be conducted by webinar or other remote educational methods; technical training must be conducted in person, no more than twice annually, not to exceed 10 business days Annually. Additional training may be arranged as needed at a cost to the City.

#### 3.3.1 Enforcement Training (2-Hour Training Session):

The first enforcement training shall be conducted via webinar, while additional enforcement training may be conducted by webinar or PowerPoint presentation or other agreed upon, self-guided medium. The contractor shall be available to answer any questions via telephone or email and shall do so within 24 hours of receipt. The contractor shall provide City enforcement personnel with training on how to identify the following:

- A meter or machine that is registering as having been paid;
- A meter or machine that is registering as not having been paid;
- A Meter that is malfunctioning; and
- A simple determination of the nature of the malfunction.

#### 3.3.2 Technical Training - (4 Hour Training Session):

The contractor shall provide City staff with in-depth, technical training on the functionality of the meters and machines. Training will be conducted in person, on an as needed basis no more than twice annually. Training dates will be scheduled, by mutual agreement, at least thirty days prior to the actual day. Technical training shall be divided into two sections: physical maintenance of the meter and machine and virtual maintenance of the meter and machine.

##### 3.3.2.1 Physical Maintenance:

At the conclusion of physical maintenance training, City staff will be able to easily complete the following tasks:

- Deconstruct a meter down to its core elements;
- Construct a meter from core elements;
- Clear all types of jams that may occur in a meter; and
- Verify if a meter is operational and meets the definition of a "functional meter" or machine.

### 3.3.2.2 Virtual Maintenance:

At the conclusion of virtual maintenance training, City staff will be able to easily complete the following tasks:

- Access the Battery Voltage Report from the system;
- Access the Automated Address Event Report from the system;
- Access the Vault Collection Notification Report from the system;
- Access the Electronic Maintenance Reporting system within the system;
- Log an event in the Electronic Maintenance Reporting system;
- Search for an event in the Electronic Maintenance Reporting system;
- Modify meter information in the Electronic Maintenance Reporting system;
- Access the Meter and Machine Maintenance Report from the system;
- Access the Meter and Machine Communication Report from the system;
- Access the Sensor Communication Report from the system; and
- Access the GPS Location Report from the system.

Moreover, the contractor shall provide the City with a detailed training manual, discussing the above- mentioned areas of training.

### 3.3.3 Financial and Administration Training - (4 Hour Training Session):

The contractor shall provide City staff with guided training on the functionality of the system. The first training shall be conducted via webinar and future training shall occur at least once quarterly, on an as needed basis, and may occur via webinar, PowerPoint, or other agreed upon, self-guided medium.

The contractor shall provide staff, via conference call, guidance through the first training session. At the conclusion of financial and administrative training, City staff will be able to easily complete the following tasks:

- Access the Area Revenue Report from the system;
- Access the Daily Bank Reconciliation Report from the system;
- Access the Coin Collection Report from the system;
- Access the Sensor Reset Report from the system;
- Access the Battery Voltage Report from the system;
- Access the Automated Address Event Report from the system;
- Access the Vault Collection Notification Report from the system;

- Access the Electronic Maintenance Reporting system within the system;
- Log an event in the Electronic Maintenance Reporting system;
- Search for an event in the Electronic Maintenance Reporting system;
- Modify meter information in the Electronic Maintenance Reporting system;
- Access the Meter Maintenance Report from the system;
- Access the Meter Communication Report from the system;
- Access the Sensor Communication Report from the system; and
- Access the GPS Location Report from the system.

#### 3.4 REPORT REQUIREMENTS:

##### 3.4.1 Data Ownership and Responsibilities:

3.4.1.1 The contractor shall be responsible for providing all equipment and software necessary for maintaining all data files. Data files are expressly the property of the City of Oakland and should be accessible at all times. Additionally, data files shall be readily transferable to new systems that the City may choose to use at some point in the future. Microsoft SQL Server 2005/2008 is the City's present standard and preferred Relational Data Base Management System.

##### 3.4.2 Disaster Recovery Plan and System Recovery:

3.4.2.1 Disaster Recovery/Backup Plan. It will be the responsibility of the contractor to take every precaution to ensure that all systems, files, data, equipment, communications, and facilities are reliable. In the event that a natural disaster or some other unanticipated event (rolling black outs do not constitute an unanticipated event) does disrupt the system, the contractor must have a detailed, City-approved recovery plan in place, tested, and ready to be implemented for all key facilities so that services are restored quickly and in accordance with City performance standards. The contractor shall thoroughly explain its disaster recovery and back-up plan, which at a minimum should address the following:

3.4.2.1.1 Procedures for back-up of all software and computer programs, files, computerized procedures, etc.

3.4.2.1.2 Off-site duplication of all software and computer programs, files, computerized procedures, etc.

3.4.2.1.3 Repair procedures for all hardware, communications, and other equipment in order to minimize the time required to restore service.

3.4.2.1.4 Alternate processing arrangements to meet business resumption requirements;

3.4.2.1.5 Proposed annual and comprehensive testing of emergency procedures; and

3.4.2.1.6 Alternate processing arrangements in the event of a lack of access to the contractor's

main processing site.

- 3.4.2.2 If the management system goes down for any reason, the system must not allow credit cards or smart cards to be used at meters nor shall credit card/smart card numbers be stored in the meter mechanism. The meter shall default to accepting coins only and shall notify customers that only coins are accepted.

**3.5 LIQUIDATED DAMAGES:**

The contractor and the City shall agree that the timely delivery and the substantial operation of the parking meters are of particular significance to the City and recognize that the credit card feature and software functionality is particular reasons for the selection of the contractor by the City. For those reasons, the parties shall agree that the City would suffer revenue loss if the contractor was not able to deliver the meters to the City as scheduled in the Contract or if the meters and the software did not operate at a certain level of functionality. For these reasons the City and contractor shall agree that in the event these requirements are not met, due to the fault of the contractor, that the contractor shall be liable to the City, in the form of a credit payable to the City by the contractor, and not as a penalty, under the conditions and in the amounts set forth below.

The rights of the City of Oakland to recover liquidated damages shall not substitute for any recovery for additional costs in the event that the proposer fails to complete or otherwise perform the agreement according to the contract documents.

**3.5.1 DELIVERY:**

The City shall be entitled to a credit if, for any reason, the contractor fails to deliver the meter mechanism and/or meter tops to the City within the time frames set out in Section 5. If the contractor fails to deliver meter mechanism and/or meter tops within the time frames specified, the City shall be entitled to an invoice credit of five dollars and 00/100 cents (\$5.00) for each undelivered meter mechanism and/or meter top for every full week (seven calendar days) that the meter mechanism or meter tops are not delivered. For example, if the City ordered 100 meter mechanism and 100 meter tops and they were scheduled to be delivered on November 1, but arrived November 12, eleven days later, the credit is calculated as such:

100 meter mechanisms + 100 meter tops = 200 items  
200 items x \$5 x 1 full seven day period = \$1,000.00 credit

If the contractor fails to deliver or meet the delivery schedule, the city reserves its right to terminate the contract.

**3.5.2 Hardware:**

Any meter mechanism that fails within the warranty period shall be replaced/repaired by the contractor within two (2) business days of being notified by the City via e-mail,



fax, or phone call (including voice mail message). In the event that the items is not received by the City within two (2) business days of notifying the contractor, the City will be entitled to a credit of \$100.00 per meter per day.

3.5.3 Management System: In the event the City experiences the following, and the City determines, in their reasonable judgment, that such inability was caused by the contractor's failure to provide fully functional SDSPM management system capability, for reasons within Contractor's reasonable control, and not as a result of any actions or inactions of the City or any third parties (including City equipment or third-party equipment), the City shall, upon the City's request, in accordance with this section, be entitled to an invoice credit as described below:

3.5.3.1 Inability to Access the Single Space Parking Meter System (Downtime). If the City is unable to transmit and receive information from the single space parking meter management system for more than six (6) hours, due to the contractor's failure to provide fully functional SDSPM management system capability, the contractor shall pay a loss of service fee of \$100.00 for each such loss of service, up to an aggregate maximum fee of \$500.00 in any one (1) calendar month. The six hour window starts when the City notifies the contractor either via e-mail, fax, or phone call (including voice mail message). The window ends when the City notifies the contractor in writing (e.g. fax or e-mail) that the system is fully functional. The contractor's scheduled maintenance of the fully functional management system, or the scheduled maintenance of the contractor's internet provider, shall not be deemed to be a failure by the contractor to provide a fully functional management system. The contractor should make every effort to schedule maintenance during common unmetered times (e.g. overnight). The contractor must provide the City advance notice of scheduled maintenance.

3.5.4 Termination Option for Chronic Problems:

If, in any single calendar month, three (3) or more events occur for which liquidated damages are applicable, then the City may terminate the Contract for cause and without penalty, by notifying contractor within five (5) days following the end of such calendar month.

3.5.5 Liquidated Damages Credit:

To receive credits described in this section, the City will notify the contractor in writing. The credit will be applied to current or future invoices.

3.6 SOURCE CODE ESCROW:

Additional Requirements:

The City typically requires providers of enterprise systems to enter into a source code escrow agreement upon contract signing. The City uses Wells Fargo Bank as an agent but will consider other arrangements.

3.7 **AUDITS, RECORDS TO BE MAINTAINED ACCESS TO RECORDS:**

3.7.1 The selected contractor shall maintain account books, records, documents and other evidence directly pertinent to performance and billing of the work under the Contract, in accordance with generally accepted accounting practices. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of cost estimates to the City. The City, or its duly authorized representative, shall have access to such account books, records, documents, and other evidence, for the purpose of inspection, audit, and copying.

The contractor shall provide proper facilities for such access. The contractor shall not charge the City for time spent assisting the City in reviewing said documents.

3.7.2 Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards. The contractor agrees to provide full access to the City all information, reports, and records pursuant to this section. Where the audit concerns the contractor, the City's representative shall afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report shall include the written comments, if any, of the contractor.

3.7.3 The selected contractor shall maintain copies of the complete records of the execution of the contract, including, but not limited to documents, as necessary to assist in the defense of any legal action claiming liability or neglect of duty which may involve the City. The City shall also have access to these records. These records shall be maintained for a period of not less than three years after the earliest date which the applicable statutes may establish for the release of potential liability for the services rendered or performed under the contract.

3.7.4 Accounting records as above shall be maintained and made available during performance of the work under the contract for three years from the date the contract ends. In addition those records which relate to any appeal, contract, litigation, or the settlement of claims arising out of performance or costs, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception.

3.7.5 The City shall audit reports provided by the management system against the money collected by the City and against third-party reports.

3.8 In the event of a contract the contractor shall make any general software system enhancements available to the City at no additional charge. General enhancements shall include the addition, modification, or upgrade of any reporting or configuration feature compatible with the SDSPM.

The contractor shall provide all reasonable and necessary assistance for establishing the language, transition, and general configuration of the meter screen. This assistance

shall count as a standard software enhancement and shall not include any custom programming.

Any new product developments, hardware or services not currently available and not deemed by the contractor to fall under the definition of a general software system enhancement, which may be added to the system in the future, will be quoted to the City at the time they are commercially available.

**3.9 WARRANTY (5-YEAR)/SERVICE CONTRACT:**

**3.9.1 SDSPM Units:**

3.9.1.1 The contractor shall provide a 5-year warranty on all SDSPM and MSPS units provided under the Contract. The warranty shall begin when the SDSPM is accepted by the City and end 5 years after that date.

3.9.1.2 The warranty shall include parts, labor, and shipping costs from the City to the contractor and from the contractor back to the City, as necessary, to repair any SDSPM unit during the warranty period.

3.9.1.3 Any meter mechanism that fails within the warranty period shall be replaced/repaired by the contractor within two (2) business days of being notified by the City via e-mail, fax, or phone call (including voice mail message).

**3.9.2 Components:**

3.9.2.1 The contractor shall state the warranty for all other components, including: meter mechanisms (item 1), RFID tags, access cards replacement parts, and smart cards.

3.9.2.2 On the Cost Proposal Form, Item #27, indicate the item, part number, cost and the warranty for that item component as applicable. Itemize each item component on a separate line.

**3.9.3 Management System:**

The warranty shall include debugging, system updates, and correcting any problems that may occur with the web-based meter management system.

3.9.4 After the initial Contract term, the City may negotiate a service contract for the SDSPM's, a wireless data management data service plan for as long as the system is in use. Future service and data management contracts shall be subject to approved appropriations and City Council approval.

**3.9.5 Installation and Removal of Meters and Pay Stations:**

In coordination with the contractor, City staff will remove all existing single-space meter mechanisms and domes. The contractor will be responsible for removing the existing single-space meter housings and installing the new meters under City of Oakland supervision. To prevent any loss of meter revenue, installation will be

coordinated such that the metering operation for each space is seamless, i.e. the new meters are installed and activated immediately upon the removal of the existing equipment from service. The only exception to this provision shall be when a parking meter post must be replaced or repaired due to being loose or damaged, in which case meter removal shall be scheduled in advance with City of Oakland staff. The contractor is responsible for ensuring all meter posts are in good working order at the time of meter installation.

#### **4.0 ACCEPTANCE AND FUNCTIONALITY:**

##### **4.1 Acceptance:**

4.1.1 Acceptance of the meter mechanisms and domes shall occur after the Contractor has successfully completed installation of the mechanisms into the City's meter housing in designated parking spots and the mechanisms are properly integrated and communicating with the Single Space Parking Meter System. Mechanisms must meet the definition of a "functional meter".

##### **4.1.1.1 Functional Meter:**

A functional meter is a meter mechanism and related components that function together within the normal parameters of operation during the hours of enforcement. A functional meter will accept all specified forms of payment, properly interface with end users; actively communicate with the management system, properly indicate payment status by illuminating the correct LEDs, and properly report battery power, collection status, and coin count.

4.1.2 Acceptance shall occur upon the City's delivery of notice to the supplier that the SDSPM complies with the specifications set forth in the agreement, or if the City does not provide notice of failure of the SSPMS within thirty (30) days of installation.

4.1.3 Acceptance of replacement parts shall occur when received by the City.

#### **5.0 PREPARATION FOR DELIVERY:**

##### **5.1 Delivery:**

5.1.1 Delivery of the SDSPM and MSPS units and any subsequent replacement component parts shall be to the City of Oakland, Public Works Agency, Electrical/Traffic Maintenance Division at 7101 Edgewater Drive, Building 4, Oakland, CA 94621.

5.1.2 Deliveries shall be made only during the business hours of 8:00 a.m. to 2:30 p.m., weekdays with the exclusion of the City "meter observed Holidays" of New Years Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, and City Closure Dates.

The following is a list of currently scheduled City Closure Dates. The City will provide advance notice to Contractor of future City Closure Dates:

- July 13, 2012
- August 10, 2012
- September 7, 2012
- October 8, 2012
- December 26, 2012
- December 27, 2012
- December 28, 2012
- December 31, 2012
- February 11, 2013
- April 1, 2013
- May 3, 2013
- June 14, 2013

5.1.3 The contractor shall call Public Works Supervisor II, Ms. Jamie Ramey no less than twenty-four (24) hours prior to any installation or delivery, at (510) 615-5976.

5.1.4 For each order placed, installation of items shall follow the schedule below:

Item	Quantity/Order	Installed Within
Meter Mechanisms	≤ 600	6 weeks (42 calendar days) of date order is placed
Meter Mechanisms	601 to 1200	Within 6 weeks (42 calendar days) of date order is placed, or by November 1, 2012
Multi-Space Pay by Space Meters	≤ 5	8 weeks (60 calendar days) of date order is placed
Multi-Space Pay by Space Meters	6 to 20	12 weeks (80 calendar days) of date order is placed
All other components	All	4 weeks (28 calendar days) of date order is placed
Double Space Meters	≥ 50	6 weeks (42 calendar days) of date order is placed.
Double Space Meters	50 + 100	8-10 weeks after date order is placed.

## 5.2 CONTRACTOR COMPENSATION FOR MANAGEMENT SYSTEM:

### 5.2.1 Management System Compensation:

As compensation, during the term of the Contract, for providing and operating the management system, providing all system software, and performing all related services, the City shall agree to pay and the contractor shall agree to accept, as full compensation, the bid amount per Active Space per month. The contractor shall invoice the City monthly for the total number of Active Spaces handled by the contractor during the previous month.

Charges for Active Spaces for portions of a full month will be pro-rated. For example, if a space was active on January 8th and remained active for the remainder of the month, then the charge would be prorated to the day for the first month.

The formula used shall be the number of days the space was active, divided by the

number of days in the month, multiplied by the base charge of the bid amount.

Contractor is to submit a monthly invoice for the items received during or services rendered for the previous month. Invoices must be fully itemized, showing the number of items or services purchased, the cost for each item, and a total amount due and provide sufficient information for approving payment and audit. Invoices must be accompanied by receipt for services in order for payment to be processed. Each invoice shall be received by the City no later than 15 calendar days after the end of the previous calendar month. The contractor shall prepare two invoices: one invoice for hardware (meter mechanisms and components) and one for services (monthly SDSPM fees and monthly credit card transaction fees).

If meter mechanisms are accepted mid-month, the invoice shall list the date of acceptance on the invoice and the pro-rated cost for that mechanism and the SDSPM fees for that month. If a credit is given for liquidated damages, the invoice shall include a detailed description of the liquidated damage and the credit amount. Mail invoices to the City of Oakland and reference the contract number. Invoices shall be mailed to:

City of Oakland  
Public Works Agency  
Attn: Jamie Ramey, Public Works Supervisor II  
7101 Edgewater Drive #4  
Oakland, CA 94621

#### IV. PRE-SUBMISSION REQUIREMENTS AND SCHEDULE

##### A. Voluntary Pre-Proposal Meeting

Technical questions related to this RFP may be discussed at this optional meeting. Staff from the City's Contract Compliance Office will also be available to address questions regarding the City's Policies, Programs and Ordinances listed below in Section VI. Any substantive new information that is provided verbally during the meeting will be formally issued to plan holders via an addendum.

After the Pre-Proposal Meeting, the City will only respond to written questions and will issue written addenda as required to plan holders who have obtained the RFP from either iSupplier or CIPList.com.

##### B. Schedule

The *anticipated* schedule for this RFP is shown below as dates are subject to change.

- Issue RFP to potential proposers: September 20, 2012
- Pre-Proposal Meeting: October 2, 2012
- Deadline for Questions: October 16, 2012
- Proposals due from potential proposers: October 23, 2012

- ❑ Complete Selection Process: November 14, 2012
- ❑ Council Approval of Contract: December 14, 2012
- ❑ Complete Contract Execution Process: January 14, 2013
- ❑ Notice to Proceed: January 14, 2013

## V. SUBMITTAL REQUIREMENTS

In response to this RFP, proposers must submit the following documents and/or information, in the order specified below. Each proposer must submit six (6) copies clearly marked on the cover RFP for Parking Meter and Management System and must also indicate to which service or services listed below their proposals respond.

1. Single-Space Parking meter with the capability to monitor two parking spaces.
2. Multi-Space Pay by Space Parking Machine.
3. Wireless Communication Services.

### A. Transmittal Letter

Proposals must include a cover letter describing the contractor and must be signed by and contain the name, address and phone number of the person(s) authorized to obligate the contractor to perform the commitments contained in the proposal, and to communicate with the City in connection with this RFP. The letter will constitute a representation by the contractor that the contractor is willing, able and authorized to perform the commitments contained in its proposal.

### B. Qualifications and Experience

1. Contractor Identification: Provide the name of the contractor, the contractor's principal place of business, the name and telephone number of the primary contract person, and company tax identification number.
2. Client References: Provide a minimum of five (5) client references preferably other California Cities or other large public sector entities. Three (3) of the references must have had the proposed system installed with 500 or more meters for at least 12 months. Provide the designated person's name, title, organization, address, telephone number, and the project(s) that were completed under that client's direction.
3. Price Proposal: The proposal shall include pricing for all services. The Proposer must complete and submit the Cost Proposal Form (Attachment A). Pricing shall be all inclusive unless indicated otherwise. Proposers are requested to bid firm or fixed prices through the term of the Contract. As shown in Attachment A, the City estimates purchasing approximately 3,900 meter mechanisms (Item 1) and meter tops (Item 2), and related components (Items 3 to 20) over the life of the contract.
4. If your organization has had a contract terminated in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the contractor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the contractor, or (b) litigated and such

litigation determined that the contractor was in default.

Submit full details of the terms for default including the other party's name, address, and phone number. Present the contractor's position on the matter. The City will evaluate the facts and may, at its sole discretion, reject the proposal on the grounds of the past experience.

If the contractor has not experienced any such termination for default or early termination in the past five years, so indicate.

## VI. CITY POLICIES, PROGRAMS AND ORDENANCES

The City will award contracts only to contractors that are in full compliance with its policies, programs and ordinances. It is very important for contractors to review this section and seek clarification if necessary. Unless otherwise noted, all "Schedules" referenced in this section are provided during the contract execution process. For additional information or copies of these forms, please go to:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>

1. Business Tax License

The contractor selected for this contract shall obtain or provide proof of having a current City of Oakland Business Tax Certificate.

2. Sample Agreement

A sample Agreement is included in the Attachments. The awarded contractor will be required to enter into this agreement.

3. Insurance Requirements

The contractor will be required to provide proof of all insurance required for the work prior to execution of the contract in accordance with "Schedule Q – Insurance Requirements" attached to the Sample Agreement.

4. Bonding Requirements

Not Applicable.

5. Local and Small Local Business Enterprise Program (L/SLBE) – THE L/SLBE MINIMUM PARTICIPATION REQUIREMENT OF 50% IS WAIVED FOR THIS CONTRACT.

*The L/SLBE Program is also summarized in Section 23 of the Sample Agreement and is repeated here for additional emphasis. The full program document is available at:*

<http://www2.oaklandnet.com/oakcal/groups/contracting/documents/fom/oak029719.pdf>

The Contractor shall comply with the L/SLBE program and shall complete the combined Schedule C-1, P, U, V - *Declaration of Compliance with Americans with Disabilities Act, Nuclear Free Zone Disclosure, Compliance Commitment Agreement, and Affidavit of Non-Disciplinary or Investigatory Action.*

- a. *Requirement* – For this contract, **50%** Local and Small Local Business Enterprise



Program (L/SLBE): There is a 15% minimum participation requirement for all construction contracts at or over \$100,000, all professional services contracts over \$50,000, and all purchases of commodities, goods and associated services over \$50,000. Bidder/contractor status as an Oakland certified local or small local firm and subcontractor/subcontractor status as an Oakland certified local or small local firm are taken into account in the calculation.

The City has waived small local business enterprise (SLBE) subcontracting requirements for Oakland certified local businesses that apply for professional services contracts as the prime contractor with the City. The SLBE requirements still applies for non-certified LBEs and non-local business enterprises.

There is also a 15% L/SLBE trucking participation requirement to enhance the participation of locally based trucking firms in city funded public works projects. In the case of construction projects where trucking is warranted, 15% of the total trucking dollars must be allotted to certified (Oakland) Local Truckers. The City will identify in bid specifications when the 15% local trucking requirement is applicable. It is important to note that failure to comply with the 15% trucking requirement will result in a non-responsive bid.

- b. *Requirement* – For Construction Services, 50% Local Employment Program (LEP): For any construction contract or development agreement with the City this policy establishes a goal for Oakland-resident employment on public works projects (as such projects are defined in this policy). Specifically, for work performed at the construction site, this policy establishes a goal of 15% of the work hours, which must be performed by Oakland residents on a craft-by-craft basis. In addition, a minimum of 15% of all new hires on the project (on a craft-by-craft basis) must be Oakland residents, and the first new hire must be an Oakland resident. A contractor or developer must achieve the goals or secure an exemption from the City.
- c. Oakland's Local Employment Program applies to this contract. This program requires contractors to hire local residents for public works contracts.
- d. *Requirement* – For Construction Services, 15% Apprenticeship Program: Oakland's Apprenticeship Program applies to this contract. This program requires contractors to provide employment to Oakland apprentices equal to 15% of the total project work hours on a craft-by-craft basis, or demonstrate through good faith efforts that at the time of the contract there were insufficient Oakland apprentices available to perform contracted work on a craft-by-craft basis equal to fifteen percent (15%) of the total hours. Contractors will have either provided employment to Oakland apprentices equal to 15% of project hours on a craft-by-craft basis or secured waiver(s) from the City. Specific details of the L/SLBE, LEP and Apprenticeship Program are addressed in the Local and Small Business Program which can be viewed on our website <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm> under the heading "Local and Small Local Business Program " or at 250 Frank H. Ogawa Plaza, Room 3341 City Administrator's Office, Division of Contracts and Compliance.
- e. *Requirement* – For Construction Services, Prevailing Wages - City of Oakland contracts for public works of improvement (construction) are subject to all California Labor laws,

including, but not limited to, prevailing wage and apprentice wage laws. The City and Agency have adopted State of California Prevailing Wage rates for their public works of improvement (construction) projects. City Council Resolution No. 57103 C.M.S., passed March 28, 1978, covering this matter are available for inspection at the Office of the City Clerk, One Frank H. Ogawa Plaza Oakland, CA 94612 The Prevailing Wages Ordinance can be viewed at our website

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/PoliciesOrdinances/index.htm> Policies and Ordinances or at 250 Frank H. Ogawa Plaza, Room 3341 City Administrator's Office, Division of Contracts and Compliance. The California Department of Industrial Relations (DIR), Divisions of Labor Statistics and Research, annually determines prevailing wages and may be found at [www.dir.ca.gov/DLSR/PWD](http://www.dir.ca.gov/DLSR/PWD).

- f. **Requirement** – For Construction Services, contractors are required to submit weekly certified payroll documents five days after each pay period to the City and will be monitored/audited for compliance. The City will investigate discrepancies in the audit as well as prevailing wage claims, and may request further documentation or proof of compliance. In the event that the City or Agency determines that Contractor has failed to pay any of its employees in accordance with the appropriate prevailing wage rate, findings will be reported to the Department of Labor and/or the difference between the amount paid and amount owed for prevailing wages from any amount owed contractor will be withheld until such time as the payment dispute is fully and finally resolved.
- g. **Requirement** – For Construction Services, Electronic Payroll Submittals - The prime contractor and all subcontractors must submit all certified payrolls via the LCPtracker System, in accordance with the City of Oakland's Local and Small Local Business Enterprise Program. The monthly service charge for Prime contractors is \$160.00 per month for contracts less than 5 million dollars and \$320.00 for contracts greater than 5 million dollars; subcontractors will not be charged for this service.
- h. **Preference Points** -- Preference points are earned based on the level of participation proposed prior to the award of a contract. Upon satisfying the minimum fifty percent requirement, a contractor will earn two (2) preference points. Three additional preference points may be earned at a rate of one point for every additional ten percent participation up to eighty percent participation of the total contract dollars spent with local Oakland certified firms.
- i. A firm may earn up to five (5) preference points for local Oakland business participation and additional preference points for being a long term certified business in Oakland regardless of size and for having an Oakland workforce.
- j. In those instances where VSLBE participation is evident, the level of participation will be double-counted towards meeting the requirement.
- k. **Additional Preference Points.** For Request for Proposal (RFP) and Request for Qualifications (RFP), additional Preference Points may be earned for having an Oakland workforce on Non-Construction Contracts.
- l. Earning extra preference points for having an existing work force that includes Oakland

residents is considered added value. The Request for Proposal "evaluation" process allows for additional preference points over and above the number of points earned for technical expertise. Typically 100 points may be earned for the technical elements of the RFP. Preference points are awarded over and above the potential 100 points.

- m. The Exit Report and Affidavit (ERA) – This report declares the level of participation achieved and will be used to calculate banked credits. The prime contractor must complete the Schedule F, Exit Report and Affidavit for, and have it executed by, each L/SLBE sub contractor and submitted to the Office of the City Administrator, Contracts and Compliance Unit, along with a *copy* of the final progress payment application.
  - n. Joint Venture and Mentor Protégé Agreements. If a prime contractor or prime contractor is able to develop a Joint Venture or "Mentor-Protégé" relationship with a certified LBE or SLBE, the mentor or Joint Venture partners will enjoy the benefit of credits against the participation requirement. In order to earn credit for Joint Venture or Mentor-Protégé relationships, the Agreement must be submitted for approval to the Office of the City Administrator, Contracts and Compliance Unit, prior to the project bid date for construction, and by proposal due date for professional services contracts. Joint Venture Applications and elements of City approved Mentor Protégé relation are available upon request.
  - o. Contractor shall submit information concerning the ownership and workforce composition of Contractor's firm as well as its subcontractors and suppliers, by completing Schedule D, Ownership, Ethnicity, and Gender Questionnaire, and Schedule E, Project Contractor Team attached and incorporated herein and made a part of this Agreement.
  - p. All affirmative action efforts of Contractor are subject to tracking by the City. This information or data shall be used for statistical purposes only. All contractors are required to provide data regarding the make-up of their subcontractors and agents who will perform City contracts, including the race and gender of each employee and/or contractor and his or her job title or function and the methodology used by Contractor to hire and/or contract with the individual or entity in question.
  - q. In the recruitment of subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts, which include outreach to minorities and women-owned businesses as well as other segments of Oakland's business community. The City Administrator will track the City's MBE/WBE utilization to ensure the absence of unlawful discrimination on the basis of age, marital status, religion, gender, sexual preference, race, creed, color, national origin, Acquired-Immune Deficiency Syndrome (AIDS), AIDS-Related Complex (ARC) or disability.
  - r. In the use of such recruitment, hiring and retention of employees or subcontractors, the City of Oakland requires all contractors to undertake nondiscriminatory and equal outreach efforts which include outreach to minorities and women as well as other segments of Oakland's business community.
5. Contractor's Qualifications  
See Section 5b in Sample Agreement and Schedule M - *Independent Consultant Questionnaire*,

*Part A.*

6. Prompt Payment Ordinance  
See Section 17 of Sample Agreement.
7. Arizona and Arizona-Based Businesses  
See Section 18 of Sample Agreement and Schedule B-2 - *Arizona Resolution Declaration of Compliance*.
8. Pending Dispute Disclosure Policy  
See Section 19 in Sample Agreement and Schedule K - *Pending Dispute Disclosure*.
9. Non-Discrimination/Equal Employment Practices  
See Section 22 of Sample Agreement and combined Schedule C-1, P, U, V - *Declaration of Compliance with Americans with Disabilities Act, Nuclear Free Zone Disclosure, Compliance Commitment Agreement, and Affidavit of Non-Disciplinary or Investigatory Action*.
10. The City's Living Wage Ordinance - See also Schedule N  
See Section 24 of Sample Agreement and Schedule N - *Declaration of Compliance - Living Wage Ordinance*.
11. Equal Benefits Ordinance  
See Section 25 of Sample Agreement and Schedule N-1 - *Equal Benefits Declaration of Non-Discrimination*.
12. City of Oakland Campaign Contribution Limits  
See Section 26 in Sample Agreement and Schedule O - *Campaign Contribution Limits*.
13. Nuclear Free Zone Disclosure  
See Section 27 in Sample Agreement and combined Schedule C-1, P, U, V - *Declaration of Compliance with Americans with Disabilities Act, Nuclear Free Zone Disclosure, Compliance Commitment Agreement, and Affidavit of Non-Disciplinary or Investigatory Action*.
14. Contractor Performance Evaluation  
At the end of the project, the Project Manager will evaluate the Contractor's performance in accordance with Schedule L1 - *Consultant Performance Evaluation* form included in the Attachments section.
15. Violation Of Federal, State, City/Agency Laws, Programs Or Policies:  
The City may, in their sole discretion, consider violations of any programs and policies described or referenced in this Request for Proposal a material breach and may take enforcement action provided under the law, programs or policies, and/or terminate the contract, debar contractors from further contracts with City and/or take any other action or invoke any other remedy available under law or equity.

**16. Conflict of Interest/Confidentiality/City-Contractor Relationship**

Contractor shall avoid all conflicts of interest and respect its relationship with the City by maintaining confidentiality of materials deemed confidential by law. Contractor specifically agrees to the following:

- a. Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this RFP. Without limitation, the Contractor represents to and agrees with the City that no conflict of interest is created between providing the City services hereunder and any interest Contractor may have with respect to any other person or entity (including but not limited to any federal or state regulatory agency) which has any interest adverse or potentially adverse to the City.
- b. The contractor understands and agrees to successfully provide the services requested by this RFP. In addition, every communication between Contractor and the City or its special counsel shall be considered to be a confidential communication between client and lawyer (see California Evidence Code Section 952), and the confidential work product of the City Administrator, City Attorney and the City's special counsel, respectively, and therefore shall be held in strict confidence. All reports, analysis, maps, diagrams or any documents prepared or assisted in the preparation of or by the Contractor, shall be considered to be prepared pursuant to said lawyer-client relationship. All of the above mentioned documents are also considered the work product of the City Administrator and shall not be communicated to any person except as specifically authorized in writing signed by the City Administrator and City Attorney.
- c. The Fair Political Practices Act and/or California Government Code Section 1090, among other statutes and regulations may prohibit the City from contracting with a service provider if the service provider or an employee, officer or director of the service providers' firm, or any immediate family of the preceding, or any sub-contractor or contractor of the service provider, is serving as a public official, elected official, employee, board or commission member of the City who will award or influence the awarding of the contract or otherwise participate in the making of the contract. The making of a contract includes actions that are preliminary or preparatory to the selection of a Contractor such as, but not limited to, involvement in the reasoning, planning and/or drafting of solicitations for bids and RFPs, feasibility studies, master plans or preliminary discussions or negotiations.

**VII. EVALUATION AND SELECTION PROCESS**

**A. Evaluation of Proposals**

The following criteria will be considered, although not exclusively, in determining which firm is hired. Criteria to be used in the selection of the best proposal for the City of Oakland are listed below. The City shall be the sole judge as to which proposal best meets its needs. The City

reserves the right to contract for any desired service or equipment whether in whole or in part.

CRITERIA	MAXIMUM POINTS
1. Quality of Proposal	30
2. References	30
3. Costs	40
<b>TOTAL</b>	<b>100</b>

A selection panel will be convened of qualified staff persons as determined by the City. The panel will review and score all proposals.

1. **Quality of Proposal** – The City is seeking the lowest, responsive proposal, including qualification and resource factors. The proposal shall conform, in all material respects, to the requirements set forth in a RFP. The proposer represents that it has the capability, facilities, equipment, and personnel needed to fully perform the contract requirements, and the experience, integrity, and reliability. The past performance of proposers and delivery time will be considered in the evaluation of bids.
2. **References** – The references should be able to provide performance-related information about the proposer's operations team and be knowledgeable about the project that the proposer performed for their organization.
3. **Costs** - The City desires to keep costs to a minimum. The lowest bid receives 40 points, Other bid score rankings are based on percentage of lowest bid.

The following item numbers on the Parking Meter Management System Cost Proposal Form will be evaluated for cost to determine the lowest responsive proposer:

- Item No. 1 Single Space Parking Meter Mechanism
- Item No. 2 Meter tops
- Item No. 3 RFID tags
- Item No. 4 Vehicle Detection Sensors Multi-Space Pay by Space Parking Meter Machine
- Item No. 22 Charge per active unit per month per SDSPM Management System
- Item No. 23 Management System License Fee
- Item No. 24 Transaction fee per credit card
- Item No. 25 Per meter Extended Warranty Fee

**B. Interview Process (This process is subject to change)**

Interviews of short-listed qualified contractors may be held if a selection is not made from the evaluation phase.

1. It is anticipated that approximately three contractors will be invited to interview. The selected contractors will be notified in writing. It is presently anticipated that the interviews will be conducted within five (5) working days of notification.
2. The interviews will last approximately 60 minutes, with the time allocated equally between the team's presentation and a question-and-answer period. The teams should be prepared to discuss at the interview their specific experience providing services similar to those described in the RFP, project approach, estimated work effort, available resources, and other pertinent areas that would distinguish them. Interviews will be held at a City of Oakland office (exact location to be determined).
3. **Overall Rating Criteria:** The following specific criteria and the points for each criterion, for a total of 100 points, will be used in evaluating and rating the short-listed contractors:
  - a) Presentation - 40 points
    - Relevant Experience
    - Qualifications.
    - Organization.
    - Approach.
    - Other Factors
  - b) Request for Proposal Submittal - 25 points
    - Total points from the initial review of proposals will be allocated proportionally.
  - c) Interview / Questions - 35 points

## **X. TERMS AND CONDITIONS**

### **A. Inquiries Regarding RFP**

Inquiries regarding the RFP other than inquiries at the voluntary pre-proposal conference must be directed to:

**David Ferguson, Assistant Director**  
**Department of Infrastructure and Operations**  
**Electrical Services Division**  
7101 Edgewater Drive, Building 4, Oakland, CA 94621  
Email: [dferguson@oaklandnet.com](mailto:dferguson@oaklandnet.com)

### **B. Communications Prior To Contract Award**

It is the City's policy that only employees identified in the RFP as contacts for this competitive solicitation are authorized to respond to comments or inquiries from potential proposers. This prohibition extends from the date the RFP is issued until the date when the contractor selection is formally approved by the City Council.

All contractors and subcontractors responding to this RFP are hereby notified that they may not contact any City staff member, other than a person with whom contact is expressly authorized by this RFP, for the purpose of influencing the contractor selection process or the award of the

contract from the date the RFP is issued to the date when the contract award is approved by the City Council. This prohibition does not apply to communications with the City or staff members regarding normal City or business not regarding or related to this RFP.

All contractors and subcontractor(s) responding to this RFP are hereby notified that any written communications sent to one or more members of the City Council concerning this RFP contract solicitation shall be distributed by the City to all members of the City Council and the designated staff contact person(s) identified in the RFP.

Except as expressly authorized in the RFP, where any person representing a Contractor or potential Contractor contacts any City staff or any member/s of the City Council or their staff for the purpose of influencing the content of the competitive solicitation or the award of the contract between the date when the RFP is issued and the date when the final selection is approved by the City Council, the Contractor or potential Contractor shall be automatically disqualified from the selection process. However, a person who represents a Contractor or potential Contractor may contact the City Administrator if she/he is unable to reach the designated staff contact person(s) identified in the RFP.

Additionally, the contractors and subcontractors responding to this RFP will not provide any gifts, meals, transportation, materials or supplies or any items of value or donations to or on behalf of any City staff member or elected official from the date the RFP is issued to the date when the contract award is approved by the City Council or thereafter in relation to this RFP.

All lobbyists or any agents representing the interests of proposing prime contractors and subcontractor(s) shall also be subject to the same prohibitions as listed in this section.

**C. Errors and Omissions in REP**

Contractors are responsible for reviewing all portions of this RFP, the Agreement and all attachments and exhibits of each. Contractors must promptly notify the City in writing if the Contractor discovers any ambiguity, discrepancy, omission, or other error in the RFP. The City will issue modifications and clarifications by addenda as provided below.

**D. Errors and Omissions in Proposal**

The Contractor must prepare the proposal and submit its contents in accordance with the provisions set forth in this RFP. Failure by the Contractor to object to an error, omission, or deviation in the proposal will in no way modify the RFP or excuse the Contractor from full compliance with the specifications of the RFP or any contract awarded pursuant to the RFP.

**E. Objections to RFP Terms**

Should a Contractor object on any grounds to any provision or legal requirement set forth in this RFP, the Contractor must, not more than ten (10) calendar days after the RFP is issued or two (2) days if amended by addendum (if the objection relates to an amendment), provide written notice to the City specifying the grounds for the objection. The failure of a Contractor to object in the manner set forth in this paragraph shall constitute a complete and irrevocable waiver of any such objection.



#### F. Addenda to RFP

The City may modify this RFP prior to the proposal due date by issuing written addenda. The Contractor shall be responsible for ensuring that its proposal reflects any and all addenda issued prior to the proposal due date. It is each Contractor's responsibility to check the City's official "iSupplier" site or CIPList.com through to the proposal due date for any applicable addenda or updates.

#### G. Validity of Proposal

This RFP is a solicitation for proposals; it is not an offer of a contract, which is not binding until unconditionally accepted by the City, and said proposal and acceptance are reduced to and memorialized in a fully and properly executed written instrument, substantially similar in form and content to the attached Sample Agreement. Submission of a proposal signifies that the Contractor's offer, excluding personnel, remains open for 12 months from the proposal due date and that the offer is genuine and not the result of collusion or any other anti-competitive activity.

#### H. Rejection of Proposal Elements

All responses to the RFP become the property of the City. The issuance of this RFP does not constitute a promise or agreement by the City that the agency will enter into a contract. The RFP does not commit the City to award a contract or to pay any cost incurred in the preparation of the proposal. The City reserves the unqualified right to modify, suspend, or terminate at its sole discretion any and all aspects of the RFP and/or RFP process, to reject any or all proposals, whether or not minimum qualifications are met, and to modify, postpone, or cancel the RFP without liability, obligation, or commitment to any party, contractor, or organization. In addition, the City reserves the right to waive any defects as to form or content of the RFP or any responses by any contractor teams and to request and obtain additional information from any candidate submitting a proposal. Furthermore, a proposal **RISKS BEING REJECTED** for any of the following reasons:

- Proposal received after designated time and date.
- Proposal received at other than the designated location.
- Proposal not in compliance with the Local/Small Local Business Enterprise Program.
- Proposal not containing the required elements, exhibits, nor organized in the required format.
- Proposal contain excess or extraneous material not called for in the RFP.
- Any necessary proposal document is incomplete, misleading or missing.
- Any required forms or schedules are left blank, incomplete, or have been altered in any way.
- The Contractor does not meet the relevant experience qualifications.
- The Contractor does not provide additional/clarification information as requested by the City by the specified date.
- The Contractor is delinquent in payment of any City fees and taxes.

- Any attempt, directly or indirectly, by any Contractor or their representative to influence any member of the City Council, Elected Offices, selection committee members, or any officer or employee of the City, regarding the selection of a contractor to provide the services described herein, will automatically disqualify the Contractor without further consideration.

**L. No Waiver**

No waiver by the City of any provision of this RFP shall be implied from any failure by the City to recognize or take action on account of any failure by a Contractor to observe any provision of this RFP.

**J. Protest of Non-responsiveness Determination**

Within 5 working days of the City's issuance of a notice of non-responsiveness, any contractor that has submitted a proposal, and believes that the City has incorrectly determined that its proposal is non-responsive, may submit a written notice of protest. Such notice of protest must be received by the City on or before the fifth working day following the City's issuance of the notice of non-responsiveness.

The notice of protest must include a written statement specifying in detail each and every one of the grounds asserted for the protest. The protest must be signed by an individual authorized to represent the Contractor, and must cite the law, rule, local ordinance, procedure or RFP provision on which the protest is based. In addition, the protestor must specify facts and evidence sufficient for the City to determine the validity of the protest.

The City reserves the right to proceed with the proposal review and selection process during the five-day protest period. The City will cease the proposal review and selection process only when it receives a notification of decision that is in favor of the protestor.

**K. Delivery of Protests**

All protests must be received by the City by the due date. Protests must be delivered either via email or postal mail to the project manager listed in Section A above.

**L. Sunshine Ordinance**

Once a final award is made, all RFP responses, except financial and proprietary information, become a matter of public record and shall be regarded by the City as public records. To withhold financial and proprietary information, please label each page as "confidential" or "proprietary". Although a document may be labeled "confidential" or "proprietary", information is still subject to disclosure under the Public Records Act or Sunshine Ordinance, and is, at the City's discretion, based on the potential impact of the public's interests whether or not to disclose "confidential" or "proprietary" information. The City shall not in any way be liable or responsible for the disclosure of any such records or portions thereof if the disclosure is made pursuant to a request under the Public Records Act or the City of Oakland Sunshine Ordinance.

**END OF RFP**

**XI. LIST OF ATTACHMENTS**

- A. Cost Proposal Form
- B. Schedules Required With Proposal Submission
  - Schedule E - Project Consultant Team Listing
  - Schedule O - Campaign Contribution Limits
- C. Sample Agreement and Insurance Requirements (Schedule Q)
- D. Schedule LI - Consultant Performance Evaluation

**ATTACHMENT A**

**Cost Proposal Form**

## Parking Meter Management System Cost Proposal Form

ITEM NO.	EST. QTY	UNIT	ITEM	UNIT PRICE	PART NO.	TOTAL BID
			<b>HARDWARE</b>			
1	3800		Single-Space Parking Meter with Credit Card Capability			
2	80		Double-Space Parking Meters with Credit Card Capability			
3	3880		Radio Frequency ID Tags			
4	20		Multi-Space Pay by Space Parking Meter Machine			
			<b>ACCESS CARDS</b>			
5	10		Diagnostic Cards			
6	10		Coin Collection Cards			
7	10		Meter Maintenance Cards			
			<b>In the Replacement Part Section, list the recommended parts and quantities and costs of spare parts and supplies the City should keep in inventory</b>			
			<b>REPLACEMENT PARTS</b>			
8						
9						

ITEM NO.	EST. QTY	UNIT	ITEM	UNIT PRICE	PART NO.	TOTAL BID
10						
11						
12						
13						
14						
15						
16						
17						
18						
			<b>TRAINING</b>			
19	4		Technical Training			
20	4		Administrative Training			
21	2		Enforcement Training			
			<b>SERVICE FEES</b>			
22	3900		Charge per active unit per month for Secme Wireless Data Fee			
23	3900		Management System License Fee			
24	775,200/Year	EA	Credit Card Transaction Fee (once Program fully deployed)			
			<b>OPTIONAL SERVICE FEES</b>			
25	3900		Extended Warranty Fees for Meters			

## ATTACHMENT B

### Schedules Required With Proposal Submission (included)

- Schedule E - Project Consultant Team Listing
- Schedule O - Campaign Contribution Limits

### Other Forms Required Prior to Contract Execution (not included)

The documents listed below will be collected from the successful proposer prior during the contract execution process. They are listed here for reference only and not physically included in this RFP. They may be viewed at:

<http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/s/FormsSchedules/index.htm>  
or in person at the Office of the City Administrator, Department of Contracts and Compliance, 250 Frank H. Ogawa Plaza Suite 3341, Oakland, CA 94612. Also you may request a copy by emailing [isupplier@oaklandnet.com](mailto:isupplier@oaklandnet.com).

- Schedule B-2 Arizona Resolution
- Schedule C-1, P, U, V Compliance With The Americans With Disabilities Act; Nuclear Free Zone Disclosure; Compliance Commitment Agreement; Affidavit of Non-Disciplinary Or Investigatory Action
- Schedule D Ownership, Ethnicity and Gender Questionnaire
- Schedule K Pending Dispute Disclosure
- Schedule M, Part A Independent Contractor Questionnaire
- Schedule N Compliance With Living Wage Ordinance
- Schedule N-1 Equal Benefits Declaration of Nondiscrimination/Equal Access
- Schedule Q Proof of Insurance

**ATTACHMENT C**

**Sample Agreement and Insurance Requirements**



**ATTACHMENT D**

**Schedule L1 - Consultant Performance Evaluation**

## **ATTACHMENT E**

### **iSupplier's "Request for Quotation # \_\_\_\_\_"**

This 3 page document is created by the City's iSupplier procurement program as a front-end introduction to the project. It is for reference only and does not need to be submitted at any time.

## I. REQUEST FOR PROPOSALS SUMMARY

Project No. C458510  
RFP for Parking Meter and Management System

**Services Required:** The City of Oakland is soliciting written proposals from qualified firms or individuals to provide a secure credit card, smart card, and bank debit card enabled Single-Space Parking Meter System (SDSPM), a Double Space Parking Meter System (DSPMS), a Multi-Space Pay & Display Machine (MSPDM), and a meter management system that uses wireless communication technology. As a RFP this is not an invitation to bid and although price is very important, other factors will be taken into consideration.

**Local/Small Local Business Requirement:** The 50% participation requirement has been waived.

**Contract Term:** The term of the proposed contract shall be for a period of FIVE (5) years, commencing January 2013, with a one (1) year option to extend the contract at the City's sole discretion.

**Pre-Proposal Meetings: (VOLUNTARY)** 10:00 AM, October 2, 2012, Broadway Conference Room, 4<sup>th</sup> Floor, 250 Frank H. Ogawa Plaza, Oakland, CA 94612. Topics to be discussed at this meeting include project information, proposal requirements, compliance with applicable programs, and mandatory registration in "iSupplier". For iSupplier Registration, go to: <http://www2.oaklandnet.com/Government/o/CityAdministration/d/CP/index.htm>.

**Deadline for Questions:** 2:00 PM, October 16, 2012 by email to the Project Manager. It is the Contractor's responsibility to ensure that the email has been received by the Project Manager.

**Proposals Due:** 2:00 PM, October 23, 2012. Proposals not received by the Reception Desk for the Public Works Agency, 250 Frank H. Ogawa Plaza, Suite 4314, Oakland, CA 94612 by the deadline will be returned unopened.

**Contact Information:** The following City staff members are available to answer questions regarding this RFP.

1. Project Manager: David Ferguson at [dferguson@oaklandnet.com](mailto:dferguson@oaklandnet.com) or (510) 238-6383

2. PWA Contract Services: Calvin Hao at [chao@oaklandnet.com](mailto:chao@oaklandnet.com) or (510) 238-7395

3. Contract Compliance Officer: Vivian Inman at [vinman@oaklandnet.com](mailto:vinman@oaklandnet.com) or (510) 238-6261

**Proposal Documents:** Proposal documents and Addenda in digital format are provided free of charge through both sites listed below. Hard copies will NOT be available for purchase from the City. Separate Plan Holder lists are maintained by the City's official "iSupplier" site and CIPList.com. The Summary of Proposals Received is posted only to CIPList.com.

1. iSupplier" (the City's official site):

<http://www2.oaklandnet.com/Government/o/CP/s/ContractingPurchasingOpportunities/index.htm>

2. CIPList.com (an alternate third-party site): <http://ciplist.com/plans/7Oakland/city/9392>

**Important Disclaimers and AB 2036 Compliance:**

It is the responsibility of each prospective bidder to download and print all bid documents, including any addenda, and to verify the completeness of their printed bid documents before submitting a bid or proposal. The City does not warrant, represent, or guarantee the accuracy or completeness of any bid documents and/or information retrieved from other sources. The City is not responsible for any loss or damage including, but not limited to, time, money, or goodwill arising from errors, inaccuracies or omissions in any bid documents and/or information obtained from other sources. It is each prospective bidder's responsibility to check these sites through to the close of bids for any applicable addenda or updates.

# **ATTACHMENT B**

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**City of Oakland Public Works Agency  
Department of Infrastructure and Operations  
Assistant Director's Office**

**Parking Meter Management System**

**City of Oakland Office of Contracts Compliance  
September 2012  
Local and Small Local Business Enterprise Provision  
WAIVER NOTIFICATION**



## INTER OFFICE MEMORANDUM

TO: David Ferguson

FROM: Shelley Darensburg

SUBJECT: Availability Analysis for  
Parking Meter & Management System

DATE: September 12, 2012

Per your request of September 4, 2012, an availability analysis of our database of certified local and small local firms was performed.

Under the current Local and Small Local Business Enterprise (L/SLBE) Program (see page 7), the awarding authority may request an availability analysis if there is reason to believe that the availability of certified firms will not be sufficient to satisfy the 50% L/SLBE minimum requirement.

In order to determine availability, the Contracts & Compliance staff sent an email blast to our list of certified computer firms, asking if they were able to fulfill the scope of service or at least a portion of the scope. Only one firm responded that they would be able to work on the project. There were no other responses.

The L/SLBE Program requires that there be at least three (3) certified firms listed in the industry, trade or professional that constitutes a major category of work. If at least three (3) L/SLBE firms are not certified, then the requirement is either waived, or the 50% requirement may be set from 49% to 0%.

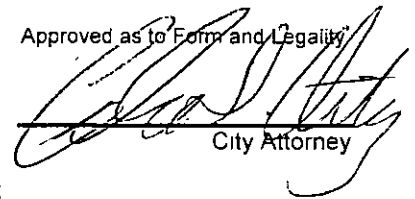
Based on the above the L/SLBE minimum participation requirement of 50% is hereby waived.

Shelley Darensburg  
Shelley Darensburg  
Senior Contract Compliance Officer

Should you have questions or need additional information, please contact Vivian Inman, Contract Compliance Officer at ext. 6261.

FILED  
OFFICE OF THE CITY CLERK  
OAKLAND

# OAKLAND CITY COUNCIL



City Attorney

2013 DEC 30 PM 2: 28  
RESOLUTION No. \_\_\_\_\_ C.M.S.  
Introduced by Councilmember \_\_\_\_\_

**RESOLUTION (A) WAIVING ADVERTISING AND COMPETITIVE BIDDING AND (B) AUTHORIZING THE CITY ADMINISTRATOR OR HER DESIGNEE TO EXECUTE A FIVE-YEAR SERVICE CONTRACT WITH IPS GROUP, INC. IN AN AMOUNT NOT TO EXCEED FIVE MILLION SEVEN HUNDRED AND NINETY-THREE THOUSAND NINE HUNDRED AND EIGHTY DOLLARS (\$5,793,980.00), INCLUSIVE OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) FOR METER EQUIPMENT, INSTALLATION AND TRAINING, AS WELL AS THREE MILLION TWO HUNDRED AND NINETY-THREE THOUSAND NINE HUNDRED AND EIGHTY DOLLARS (\$3,293,980.00) FOR WIRELESS DATA, LICENSING FEES AND MERCHANT FEES FOR THE PURCHASE OF PARKING METERS AND RELATED EQUIPMENT ASSOCIATED WITH THE PUBLIC WORKS AGENCY'S PARKING METER MANAGEMENT SYSTEM INITIATIVE; AND AUTHORIZING**

**1) ADJUSTMENTS TO THE PUBLIC WORKS AGENCY'S ADOPTED FISCAL YEAR 2013-2015 OPERATING BUDGET IN THE AMOUNT OF ONE MILLION NINE HUNDRED AND EIGHTY THOUSAND ONE HUNDRED AND TWENTY-FIVE DOLLARS (\$1,980,125.00) FOR FISCAL YEAR 2014-2015 FOR DEBT SERVICE; WIRELESS DATA; LICENSING FEES; MERCHANT FEES; REPLACEMENT METERS AND PARTS; PERSONNEL OVERTIME AND OTHER OPERATIONAL AND MAINTENANCE EXPENSES ASSOCIATED WITH PARKING METERS; AND**

**2) ADJUSTMENTS TO THE ADOPTED FISCAL YEAR 2013-2015 OPERATING BUDGET BY INCREASING BUDGETED PARKING METER REVENUE IN THE AMOUNT OF ONE MILLION SEVEN HUNDRED AND NINETY-FOUR THOUSAND ONE HUNDRED AND SIXTY DOLLARS (\$1,794,160.00) AND INCREASING BUDGETED PARKING CITATION REVENUE IN THE AMOUNT OF TWO HUNDRED NINE THOUSAND DOLLARS (\$209,000.00) IN FISCAL YEAR 2014-2015; AND**

**3) THE CITY ADMINISTRATOR OR HER DESIGNEE TO EXECUTE A MASTER LEASE PURCHASE AGREEMENT AND ALL RELATED DOCUMENTS WITH A FINANCIAL INSTITUTION TO BE IDENTIFIED AND SELECTED THROUGH THE COMPETITIVE BIDDING PROCESS FOR SAID PARKING METER MANAGEMENT SYSTEM INITIATIVE FINANCING IN THE AMOUNT OF TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000.00) FOR A TERM NOT TO EXCEED FIVE (5) YEARS AND AN INTEREST RATE NOT TO EXCEED TWO AND ONE-HALF PERCENT (2.5%) FOR THE PURCHASE OF FOUR THOUSAND THREE HUNDRED (4,300) SINGLE-SPACE PARKING METERS AND RELATED EQUIPMENT; AND**

**4) THE CITY ADMINISTRATOR OR HER DESIGNEE TO INCREASE THE FINANCIAL TERMS OF THE PROPOSED CONTRACT WITH IPS GROUP, INC. FOR THE POSSIBLE FUTURE PURCHASE(S) OF ADDITIONAL PARKING METERS AND RELATED EQUIPMENT TO ENSURE INFRASTRUCTURE AND EQUIPMENT INTEGRITY IN AN AMOUNT NOT TO EXCEED THE APPROPRIATED BUDGET FOR SAID ACTIVITIES, WITHOUT RETURN TO COUNCIL**

**WHEREAS**, Oakland Municipal Code (OMC) Title 10, Chapter 10.36, Article 10.36.140 clarifies and comprehensively sets forth parking meter zones throughout the City of Oakland, with said legislation aligned with the California Vehicle Code which requires local authorities to establish parking meter zones; and

**WHEREAS**, OMC Title 2, Chapter 2, Article 1, Section 2.04.051.A requires staff to conduct a competitive Request for Proposal/Qualification (RFP/Q) selection process for the procurement of professional services; and

**WHEREAS**, OMC Title 2, Chapter 2, Article 1, Section 2.04.050 requires formal advertising and competitive bidding when the City purchases services, supplies or a combination thereof that exceeds \$50,000.00, and

**WHEREAS**, OMC Title 2, Chapter 2, Article 1, Section 2.04.050.1.5 permits the Council to waive formal advertising and competitive bidding upon a finding and determination that it is in the best interests of the City to do so; and

**WHEREAS**, OMC Title 2, Chapter 2, Article 1, Section 2.04.010 provides clear definition relative to the City’s mandatory Local and Small Local Business Enterprise (L/SLBE) Provision requirements; and

**WHEREAS**, on September 12, 2012, the City Administrator, acting through the City’s Contracts Compliance Office, issued a formal waiver of the L/SLBE Provision for the proposed Parking Meter Management System initiative due to a lack of availability and response from qualified L/SLBE vendors; and

**WHEREAS**, in accordance with OMC Title 2, Chapter 2, Article 1, Section 2.04.051.A, in September of 2012, the Public Works Agency’s Department of Infrastructure and Operations issued an RFP/Q for the City’s Parking Meter Management System, City Project No. C458510; and

**WHEREAS**, in October of 2012, a total of four (4) qualified bid responses were received, with the scope of proposed services inclusive of Single-Space Parking Meter Systems, Double-Space Parking Meter Systems and Multi-Space Pay & Display Matching Systems which utilize wireless communications technology; and

**WHEREAS**, the bid response received from IPS Group, Inc. was evaluated and deemed as the most qualified and cost-effective vendor, and was subsequently selected as the prime contractor for the proposed Parking Meter Management System; and



**WHEREAS**, the City of Oakland, through the Public Works Agency's Department of Infrastructure and Operations, seeks to enter into a Professional Services Agreement with IPS Group, Inc. for a five-year period commencing during calendar year 2014 in an amount not to exceed five million seven hundred ninety-three thousand nine hundred eighty dollars (\$5,793,980.00); and

**WHEREAS**, said proposed contractual provisions with IPS Group, Inc. shall encompass a base contract in the amount of two million five hundred thousand dollars (\$2,500,000.00), which includes meter purchases, installation, training, documentation and sales tax, as well as a contingency provision of sixteen percent (16%); and

**WHEREAS**, said proposed contractual provisions with IPS Group, Inc. shall also encompass the purchase of wireless data, licensing and merchant fees in the amount of three million two hundred ninety-three thousand nine hundred and eighty dollars (\$3,293,980.00) associated with the acquisition of forty-three hundred (4,300) replacement single-space parking meters and equipment; and

**WHEREAS**, the proposed legislation seeks authorization for the City Administrator, or her designee, to execute a Master Lease Agreement in the amount of two million five hundred thousand dollars (\$2,500,000.00) to fund meter purchases associated with the proposed Parking Meter Management System initiative; and

**WHEREAS**, the Public Works Agency's Department of Infrastructure and Operations seeks authorization to appropriate a revenue and operating budgetary increase in the amount of one million nine hundred eighty thousand one hundred and twenty-five dollars (\$1,980,125.00) in Fiscal Year 2014-2015 to facilitate debt service payments, ongoing operational costs, replacement meters and equipment and additional personnel overtime; and

**WHEREAS**, the Public Works Agency's Department of Infrastructure and Operations seeks authorization for staff to purchase additional parking meters to ensure infrastructure and equipment integrity in an amount not to exceed the appropriated budget for said activities aligned with the Parking Meter Management System initiative; and

**WHEREAS**, the City Council previously authorized the execution of similar parking meter-related legislation within the context of Authorizing Resolution No. 80392 C.M.S., dated February 6, 2007, Authorizing Resolution no. 80608 C.M.S., dated June 5, 2007, Authorizing Resolution No. 82726 C.M.S., dated May 4, 2010, and Authorizing Resolution No. 83247 C.M.S., dated May 1, 2011; now therefore be it

**RESOLVED:** That the City Council, pursuant to Title 2, Article I, Section 2.04.050.L5 of the Oakland Municipal Code, hereby finds and determines that it is in the best interest of the City to waive the formal advertising and competitive bidding requirements of the OMC because with the exception of adherence to bid security provisions, as stipulated within the context of OMC Section 2.04.050.B, all other requirements of the competitive bidding process pertaining to the RFP/Q processes were readily achieved, and based on the reasons and circumstances described in the Agenda Report which accompanies this Authorizing Resolution; and be it

**FURTHER RESOLVED:** That the City Administrator, acting through the City's Contracts Compliance Office, has issued a formal waiver of the L/SLBE Provision for the proposed Parking Meter Management System initiative due to a lack of availability and response from qualified L/SLBE vendors; and be it

**FURTHER RESOLVED:** That the City Council authorizes the City Administrator, or her designee, to execute a five-year contract for service with IPS Group, Inc. in an amount not to exceed five million seven hundred ninety-three thousand nine hundred and eighty dollars (\$5,793,980.00), for the purchase and utilization of single space parking meters; inclusive of two million five hundred thousand dollars (\$2,500,000.00) for parking meters, equipment, installation and training and three million two hundred ninety-three thousand nine hundred and eighty dollars (\$3,293,980.00) for wireless data and licensing and merchant fees associated with the City's Parking Meter Management System within the Public Works Agency's Department of Infrastructure and Operations; and be it

**FURTHER RESOLVED:** That the City Council authorizes adjustments to the adopted Fiscal Years 2013-2015 Public Works Agency's Operating Budget in the amount of one million nine hundred eighty thousand one hundred and twenty-five dollars (\$1,980,125.00) for Fiscal Year 2014-2015 in the General Purpose fund (1010) of the Meter Operations Section Org. (30524), Parking Management Repair Program (IP60) to facilitate debt service payments, ongoing operational costs, replacement meters and parts, and additional personnel overtime; and be it;

**FURTHER RESOLVED:** That the City Council authorizes adjustments to the adopted Fiscal Year 2013-2015 operating budget by increasing budgeted parking meter revenue in the amount of one million seven hundred ninety-four thousand one hundred and sixty dollars (\$1,794,160.00) in Fiscal Year 2014-2015 and increasing budgeted parking citation revenue in the amount of two hundred nine thousand dollars (\$209,000.00) in Fiscal Year 2014-2015; and be

**FURTHER RESOLVED:** That the City Administrator, or her designee, is hereby authorized to execute a Master Lease Agreement and all related documents, with a financial institution to be identified and selected through the competitive bidding process in the amount of two million five hundred thousand dollars (\$2,500,000.00), for a term not to exceed five (5) years and an interest rate not to exceed two and one-half percent (2.5%) and to appropriate this amount in FY2013-14 to fund the purchase of four thousand three hundred (4,300) single-space parking meters and related equipment associated with the proposed Parking Meter Management System initiative; and be it

**FURTHER RESOLVED:** That future revenue and expenditure appropriations for the outer years of the contract duration from Fiscal Year 2016-2018 shall be discussed and included during the budget process and will be contingent upon actual revenues received; and be it

**FURTHER RESOLVED:** That staff within the Public Works Agency's Department of infrastructure and Operations are authorized to purchase additional parking meters to ensure infrastructure and equipment integrity in an amount not to exceed the appropriated budget for said activities, without return to Council; and be it

**FURTHER RESOLVED:** That the City Administrator, or her designee, is hereby authorized to complete all required negotiations, certifications, assurances, and documentation required to accept, modify, extend and/or amend the proposed Parking Meter Management agreement, except for any increase in the contract cost; and be it

**FURTHER RESOLVED:** That the City Attorney shall review and approve the proposed agreement(s) and any and all other vendor service agreements as to form and legality, and copies of the agreement(s) shall be filed with the Office of the City Clerk.

IN COUNCIL, OAKLAND, CALIFORNIA, \_\_\_\_\_

**PASSED BY THE FOLLOWING VOTE:**

AYES - BROOKS, GALLO, KALB, KAPLAN, McELHANEY, REID SCHAAF and PRESIDENT KERNIGHAN

NOES -

ABSENT -

ABSTENTION -

ATTEST: \_\_\_\_\_

LaTonda Simmons  
City Clerk and Clerk of the Council  
of the City of Oakland, California