

SOLICITATION, OFFER, AND AWARD		1. Caption Operation of the Union Station Bicycle Transit Center		Page of Page 1
2. Contract Number	3. Solicitation Number DCKA-2009-R-0178	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracti
7. Issued By: Office of Contracting and Procurement 2000 14th Street, NW 6th floor Washington, DC 20009		8. Address Offer to: Office of Contracting and Procurement		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if hand carried to the bid counter located at Room 327, 2000 14th Street, Washington DC 20009 until 2pm local time 6-26-09 (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name	B. Telephone		C. E-mail Address
		(Area Code)	(Number)	(Ext)

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s) time specified herein.

13. Discount for Prompt Payment 10 Calendar days % 20 Calendar days % 30 Calendar days % _____ Calendar days

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror		16. Name and Title of Person Authorized to Sign Offer/Contract
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15B. Telephone	(Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer D:
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AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
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22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award I
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SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Government of the District of Columbia (District), through its Office of Contracting and Procurement (OCP), on behalf of the District Department of Transportation (DDOT) is seeking a contractor to provide operation and management services for the Union Station Bicycle Transit Center.

B.2 The District contemplates award of a one-year fixed, firm-price contract with four option years.

B.3 PRICE SCHEDULE

B.3.1 BASE PERIOD (1 YEAR)

Contract Line Item Nos. (CLINs)	Item Description	Unit	Estimated Quantity	Price
0001	Operation and management of the Center (Sections C.4 through C.6 and H.10)	LOT	1	\$ _____

B.3.2 OPTION YEAR ONE

Contract Line Item Nos. (CLINs)	Item Description	Unit	Estimated Quantity	Price
1001	Operation and management of the Center (Sections C.4 through C.6 and H.10)	LOT	1	\$ _____

B.3.2 OPTION YEAR TWO

Contract Line Item Nos. (CLINs)	Item Description	Unit	Estimated Quantity	Price
2001	Operation and management of the Center (Sections C.4 through C.6 and H.10)	LOT	1	\$ _____

B.3.2 OPTION YEAR THREE

Contract Line Item Nos. (CLINs)	Item Description	Unit	Estimated Quantity	Price
3001	Operation and management of the Center (Sections C.4 through C.6 and H.10)	LOT	1	\$ _____

B.3.2 OPTION YEAR FOUR

Contract Line Item Nos. (CLINs)	Item Description	Unit	Estimated Quantity	Price
4001	Operation and management of the Center (Sections C.4 through C.6 and H.10)	LOT	1	\$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 The District Department of Transportation (DDOT) is seeking a contractor to provide operation and management services for the Union Station Bicycle Transit Center (Center). The Center as operated by the offeror shall provide to the public bicycle parking, rentals, repairs and retail accessories. The DDOT will construct the Bicycle Transit Center, and lease the property from Union Station Investco. The Union Station Redevelopment Corporation (USRC) shall be the owner of the property and the Center. The DDOT contractor shall be a tenant of Union Station. There will be no rental cost to the DDOT contractor.

C.1.1 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
1	DDOT	Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts	March 2007
2	Service Contract Act	Wage Determination WD 05-2103 (Rev.-7)	March 24, 2009

C.1.2 DEFINITIONS

C.1.2.1 Net Profit or Loss

For a given period of time (usually quarterly or annually), the result of adding up and totalling all incomes, adding up and totalling all expenses, then subtracting expenses from income. In the event the number is a positive, the result is a “net” profit; the amount of money “left over” after all expenses have been paid for in that period of time. In the event the number is a negative, it is called a “net” loss; the amount of money expenses cost in excess of income for that period of time. Net Profit or Loss is also commonly called “the bottom line.”

C.1.2.2 Projection

In business, a projection is a forward-looking estimate of expected results based on current and past conditions. It is common business practice to collect information on current conditions within the organization itself, such as the cost of goods sold by the business. It is also common practice to collect information on current conditions outside the organization, such as recent changes in the local economy. The combination of these two techniques often allows a business to reasonably state what they expect to happen to their sales and expenses in the near future.

C.1.2.3 Loaded Pay Rate

The total cost per hour to the company for an employee’s time. This includes the base hourly pay rate for that employee, plus insurance or other benefits paid to the employee broken down into an hourly rate, plus payroll taxes and other expenses associated with each employee, also broken down into an hourly rate for that employee. It may include other expenses paid by the company on behalf of or directly to each employee.

C.2 BACKGROUND

C.2.1 The United States federal government owns the large public transportation hub known as “Union Station.” It has leased out management of Union Station to a congressionally appointed private organization known as the “Union Station Redevelopment Corporation” (USRC). USRC in turn has subleased portions of the site to a for-profit real estate holding company called “Union Station InvestCo, LLC” (USI) in January of 2007. One of the goals espoused by USI in its July 2008 report to the U.S. House of Representatives was the establishment of a “cutting-edge bicycle transit center”, which is the subject of this contract.

C.2.2 Specific individuals who purchase a “membership” from BikeStation will receive 24/7 access to the bicycle parking facility, as controlled by inclusion in the BikeStation member database. No other benefit is associated with membership. A

BikeStation membership does not convey parking privileges to the member.

C.2.3 A construction contract for the entire physical structure awarded by DDOT to Grunley-Walsh in March of 2008 included the purchase and installation of an industry-standard, commercial access control system which can interface with the BikeStation database.

C.2.4 The Center is a new facility to be constructed adjacent to the west entrance of Union Station, which is located at 51 Massachusetts Avenue. This location provides access to the future route of the Metropolitan Branch Trail. By providing secure bicycle parking, rentals, repairs, and retail accessories, the Center shall enhance the viability of bicycling and improve connections to other sustainable forms of transportation in the District.

C.2.5 This District intends to award a one-year fixed, firm price contract to a single offeror to operate their business within the physical space and facilities provided. The contractor shall provide goods and services to all members of the general public during operating hours.

C.3 Site Description

C.3.1 The physical space of the Center is divided into two areas: a 500-sq-foot area designed to be operated and access-controlled by the contractor. This area contains a power source, a sink with running water, telephone jack, and automatic AC and heat. The adjacent area is a 1200-sq foot space designed for bicycle storage and public access under the BikeStation access-control system. This area contains a set of 47 lockers with a changing area, and sufficient existing rack space for 138 bicycles. Members of the public who are enrolled in the BikeStation system have card-access to this area on a 24/7 basis. The two areas are connected by a door also access-controlled by the contractor.

C.3.2 The site includes four security cameras, installed as part of the BikeStation system. The cameras show two views of the 1200-sq-foot space, one view of the 500-sq-foot space, and one outside view. The camera system is web-based and records in an ongoing fashion, with recent recordings accessible for review by DDOT for potential reporting of criminal or other activity.

C.3.3 The construction contractor described in Section C.2 shall install exterior signage described in the original construction design specifications. Any additional exterior signage proposed by the Contractor, as well as attachment or installation methods for such signage, must be approved in writing in advance by the COTR. Signage proposed by the Contractor and approved by the COTR shall be provided and installed at the Contractor's expense.

C.4 REQUIREMENTS

The contractor shall provide the following services under the direction and supervision of the Contracting Officer Technical Representative (COTR):

C.4.1 Center Personnel Staffing and Hours of Operation

C.4.1.1 Contractor shall provide staffing for its operations of the Center. Contractor shall staff its operations with two contractor employees present and on-duty at all times.

C.4.1.2 The Contractor shall operate the Bicycle Transit Center during the following times:

March – October:

Monday through Friday - 7:00 am to 7:00 pm

Saturday and Sunday 9:00 am to 5:00 pm

For the months March through October, the Contractor shall provide two-person staffing for a total man-hours of 608 per month for March through October, totaling 4,864 hours for the eight-month period.

November – February

Monday through Friday - 7:00 am to 7:00 pm

Saturday and Sunday (CLOSED)

For the months November through February, the Contractor shall provide staffing for a total man-hours of 480 hours per month for November through February, totaling 1,920 for the four-month period.

C.4.1.3 Total required staffing man-hours for the Center is 6,784 per annum, which corresponds on an annual basis with three full-time regular staff.

C.4.2 Bicycle Rentals

C.4.2.1 The Contractor shall provide and make available for rental by the general public at the start of each business day twenty-five “7000 model” bicycles manufactured by Trek, or equal.

If equal, state model, manufacturer and product number below.

State Manufacturer Name and Serial/Catalog Number

C.4.2.2 The Contractor shall replace the entire stock of rental bicycles provided with all new rental bicycles upon the exercise of option years two and four of the contract, also “7000 model” bicycles manufactured by Trek, or equal.

If equal, state model, manufacturer and product number below.

State Manufacturer Name and Serial/Catalog Number

C.4.2.3 The contractor shall maintain contractor’s rental bicycles in good working condition,

at the contractor's expense. The District reserves the right to inspect all bicycles offered by the contractor to the public, for safety and aesthetic purposes, and to require the contractor to replace at contractor's expense, any bicycle regarded by the COTR as unfit for service. The contractor shall be solely at risk for the rental and return of bicycles it rents to the public.

C.4.2.4 For the convenience of display and readiness of its rental bicycles, the Contractor may place no more than 10 of its bicycles inside the large 1200-sq-foot area of the Center during business hours. The Contractor shall store the remainder of its rental bicycle stock in storage space provided by Union Station when not on display during normal business hours. There is approximately 250 sq feet of secure storage space for storage of excess inventory, supplies and equipment located in the adjacent parking garage.

C.4.3 Repair Services

C.4.3.1 Contractor shall offer to the general public bicycle repair and tune-up services as a part of the Contractor's general business operations offered during its regular hours of operation.

C.4.3.2 The contractor shall provide any necessary labor, tools, supplies, and other equipment for the provision of these services at its own expense. The District reserves the right to inspect the Contractor's provision to the public of bicycle repair and tune-up services, for safety and aesthetic purposes, and to require the Contractor to cease any provision of such services to the public regarded by the COTR as inappropriate or unsafe.

C.4.4 Retail Accessories

C.4.4.1 Contractor shall provide and offer for sale to the general public, at Contractor's expense, retail bicycle accessories. Such accessories are to include but are not limited to: bicycle locks, lights, helmets, pumps, tubes, water bottles and fenders. The District reserves the right to inspect the accessories on sale by the contractor, for safety and aesthetic purposes, and to require the Contractor to cease sales of any accessory regarded by the COTR as unfit for the general public.

C.4.5 Air Pump

The Contractor shall provide, at Contractor's expense, a manual hand-pump to be conveniently available during business hours for the general public at no charge. The hose shall be of the double-chuck type to facilitate use by cyclists with either "Schraeder" or "Presta" valves.

C.4.6 Printed Program Information

Contractor shall provide to the public free of charge pre-printed information provided by DDOT on DDOT's bicycle programs. Contractor shall prominently display such information.

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C.4.7 Road Maps

Contractor shall provide to the public free of charge bicycle road maps provided by DDOT. Contractor shall prominently display the availability of such information.

C.4.8 Lockers

C.4.8.1 The Contractor shall offer to the public rental of the 47 locker units installed within the Center. The Contractor may charge a market rate for rental of lockers to the public, and retain all profits generated thereby.

C.4.8.2 The Contractor shall provide, at the Contractor's expense, 50 keyed padlocks of sufficient size and shape for the purpose of securing lockers rented to the public, along with 2 keys for each padlock. The contractor shall be solely at risk for the rental and return of padlocks it rents to the public.

C.4.8.3 The Contractor shall accept payment for a rental at the time of rental, for a length of time designated by the Contractor at the time of rental. Length of rental time shall not be in excess of 30 days per rental, renewable at the end of that rental time. The Contractor shall retain one of the two keys for each padlock, and notify each individual who rents locker space of the amount of time allotted to the individual for that rental. The Contractor shall remove the padlock from a rented locker one day after the termination date of such rentals, and dispose of any contents. The Contractor shall prominently display this policy for public notification. The District reserves the right to order the Contractor to open any locker for inspection at the request of the COTR.

C.5 Profit

The Contractor shall retain all profit from sales of rentals of Contractor bicycles, repair and tune-up services, locker rentals to the public, and from sales of bicycle accessories sold. In addition, the Contractor shall participate in sales of BikeStation memberships and be reimbursed according to the following schedule for sales of daily parking passes and BikeStation parking memberships.

C.6 BikeStation Parking Memberships

C.6.1 By agreement with DDOT and USRC, BikeStation is responsible for administration of the membership database, electronic management of the Access Control System, and web-based security camera system. The general public may become members of the BikeStation access system by registering through the BikeStation website. A BikeStation membership does not convey parking privileges to the member.

C.6.2 The Contractor shall receive directly from BikeStation reimbursement for each BikeStation physical access membership directly sold by the contractor to members of the public. Contractor shall, on a monthly basis, submit to the COTR proof of sales of BikeStation memberships, for comparison to records available to the COTR through the BikeStation electronic database system. The Contractor shall receive reimbursement for verified sales only.

C.6.3 This reimbursement schedule is fixed and firm in nature. The Contractor shall not deviate from the public prices listed below in any way. The amount of reimbursement that the Contractor will receive from BikeStation for each verified sale of membership shall remain at the levels specified in Section C.6.6 throughout the life of the contract. No other form of reimbursement, volume sales adjustments, or other quantifiable adjustments to the reimbursement schedule will be negotiated by the District or by BikeStation.

C.6.4 Offerors should note that although the facility contains only space for 138 bicycles, the number of BikeStation memberships sold is expected to be significantly higher. A BikeStation membership does not convey parking privileges to the member. For that reason, the number of memberships is expected to be higher than the number of available parking spaces. Similar sites located throughout the country have reported varying membership numbers.

C.6.5 Single-day passes

The contractor shall offer to the public single-day non-member parking passes in the large 1200-sq-foot area of the Center. The Contractor shall charge non-members one dollar per bicycle per day for such a pass, without exception, and retain all revenues from this type of sale. The Contractor shall retain non-membership parking sales records for a minimum of three months, and submit copies of such records to the COTR upon request.

C.6.6 Membership passes

The contractor shall offer to the public multiple-day member physical access passes in the large 1200-sq-foot area of the Center through membership in the BikeStation program. The Contractor shall charge the following Consumer Rates, without exception, and retain membership sales records for a minimum of three months. The Contractor shall prominently display the prices charged to the end-consumers. At the end of each month, the Contractor shall submit that month's sales receipts of various memberships sold, per section C.6.2.

Benefit	Consumer Rate	Reimbursement to contractor
Ten 24/7 access days	\$30.00	\$10.00
One month of 24/7 access days	\$32.00	\$10.00
One year of 24/7 access days	\$116.00	\$10.00

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SECTION D: PACKAGING AND MARKING

Does not apply.

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SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for the resultant contract shall be governed by clause number six *(6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

SECTION F: DELIVERIES OR PERFORMANCE

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

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

F.3 DELIVERABLES

Deliverable	Format/Method of Delivery	Due Date	To Whom
Proposed Questions for Member Satisfaction Survey	In writing	Within one month of contract award	COTR
Tabulated Results of Customer Satisfaction Survey	In Report	Five months after contract award and every six months thereafter	COTR
Proof of BikeStation memberships sold	In writing	Monthly	COTR

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Name: Office of the Controller/Agency CFO

Address: _____

Telephone: _____

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 METHOD OF PAYMENT

Each month the contractor may invoice the District for the percent of work completed, inspected and accepted by the COTR.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____,
make payment of this invoice to _____
(name and address of assignee).

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;

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- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

- a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Name of Contracting Officer: Jerry Carter
DDOT Office of Contracting and Procurement
Address: 2000 14th Street, NW 6th floor

*Washington DC 20009
Telephone: 202-671-2288*

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

- G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

*Name: Jim Sebastian
Title: Bicycle Coordinator
Agency: Transportation Policy and Planning Administration
Address: 2000 14th Street, NW 7th floor
Washington DC 20009
Telephone: 202-671-2331*

- G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination WD 05-2103, Revision 7, issued on March 24, 2009 by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the

agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.3) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services (“DOES”); and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 - (a) Material supporting a good faith effort to comply;
 - (b) Referrals provided by DOES and other referral sources;
 - (c) Advertisement of job openings listed with DOES and other referral sources; and
 - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

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H.6 PROTECTION OF PROPERTY:

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

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

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

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

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

H.9 DISTRICT RESPONSIBILITIES

H.9.1 The Center

DDOT will provide a 1,700 square foot building that includes 1) an operator area with a power source, a sink with running water, telephone jack, and automatic AC and heat, and lighting, and 2) a bicycle parking area with a set of 47 lockers with a changing area, and sufficient racks to park and store 138 bicycles. The Center is provided at no rental cost to the Contractor for the life of the contract.

H.9.2 Storage Space

DDOT will provide approximately 250 square feet of secure storage space in the garage of Union Station for storage of inventory, excess rental bicycles, and excess supplies and equipment. This space should not be used for long-term storage, defined as any items that are unused for more than 6 months.

H.9.3 Exterior signage

Exterior signs displaying the proprietary BikeStation logo will be installed by DDOT as part of the final design and construction of the Center.

H.9.4 Access Control System

DDOT will install and maintain, as part of the construction of the Center, an electronic access system whereby members shall be able to access the bicycle parking area 24 hours a day, 7 days a week.

H.9.5 Maps and Information

DDOT will supply the Contractor with such pre-printed material regarding its municipal bicycle and other programs, and maps for use by the public, as are deemed appropriate by the COTR. DDOT will be responsible for maintaining this supply to the Contractor as operationally necessary.

H.10 CONTRACTOR RESPONSIBILITIES

- H.10.1 The Contractor shall serve as a joint and routine Point of Contact for DDOT, BikeStation, local police, fire, and other municipal services. Contractor shall verbally report to the COTR within 12 hours of any incident, all issues pertaining to security, physical maintenance, or access control of the Center.
- H.10.2 The Contractor shall provide routine cleaning of the Center work areas, and the public space surrounding the Center including sweeping and mopping the floor at least twice per week, dusting and cleaning the bicycle racks and retail equipment at least twice per week, changing light bulbs as needed, degreasing the shop equipment at least twice per week, and cleaning interior glass at least once weekly. The District reserves the right to inspect the state of the Center.
- H.10.3 The Contractor shall pay all utility expenses generated through operation of the center including but not limited to PEPCO, DCWASA, and phone. The contractor is responsible for all expenses regarding vermin control.
- H.10.4 The Contractor shall conduct or subcontract for the provision of a periodic Membership Satisfaction Survey, to be administered to members online using an automated survey tool such as SurveyMonkey.com, at Contractor's expense. The Contractor shall submit to the COTR proposed questions for the survey within one month of contract award, and incorporate those survey questions selected by the COTR. The Contractor shall employ a collection period of 30 days for satisfaction data from members, reporting the results of that collection to the COTR at the end of the 30-day period. The first collection of member satisfaction data shall commence four months after contract award, with results reported to the COTR no later than five months after contract award. The Contractor shall provide such reports to the COTR every six months thereafter.
- H.10.5 The Contractor shall prominently display on-site the following notice to all customers:

“A BikeStation membership grants 24/7 swipe-card access to the Center for the length of the membership.

Membership does **NOT** convey specific bicycle parking privileges to the member. A member may park one bicycle inside the Center in one of the racks provided, but is not guaranteed parking space by virtue of holding a membership. If no racks are available, the member must park his bicycle somewhere outside of the Center.

Membership does **NOT** convey the ability to leave a bicycle in the Center for long periods of time. If a member's bicycle is identified as

having been “abandoned” (not used for 21 days), it will be physically removed and properly disposed of. Notification of intent to dispose of an abandoned bicycle belonging to you will be sent to you via your contact information 7 days prior to disposal.

Non-member bicycles may be physically removed and properly disposed of without notice after 2 days of abandonment.

Bicycle owners are responsible for locking their bikes to racks.
_____[Put Contractor Business Name Here]____ will not be responsible for theft or damage to bicycles.”

H.10.6 The Contractor shall devise and implement a sign-up form for BikeStation memberships that incorporates the notice shown in Section H.10.5 above, and that collects from the applicant at a minimum his or her name, address, phone number, email address, plus the make, model, and description of bicycle. The Contractor shall require members of the public signing up for BikeStation memberships to sign the form, and in so doing to acknowledge the notice shown in section H.10.5. Access cards will arrive at the member’s contact address within 72 hours of sign-up. BikeStation will respond to customer request in the event of a lost or stolen card.

H.10.7 Using the information collected from that sign-up form, the Contractor shall access the BikeStation website and complete the web-based sign-up on behalf of each new client before the close of business that day.

H.10.8 BikeStation, Inc. will provide the Contractor with weekly lists of current members and membership information. The Contractor shall make use of this information to assess each bicycle present at the close of each business day. Bicycles that have not been moved or used as per the notice provided in Section H.10.5, shall be designated by the Contractor as “abandoned”. The Contractor shall notify both the COTR and the customer identified on the sign-up form as the owner of the bicycle within 24 hours of such designation. The notification shall include written indication of the expected date of removal and disposal of the bicycle. Following that date, the COTR will have abandoned bicycles removed in accordance with District policy on abandoned property.

H.11 Optional Services and Ventures

The Contractor may develop innovative and complementary business ventures that further augment its operating revenue. The COTR shall exercise right of final approval of all supplemental services and ventures. Contractors shall provide information pertaining to supplemental services and ventures as part of its proposal, if known. If the Contractor intends to offer supplemental business ventures or retail products, these items shall be compatible with the overall objective of the Bicycle Transit Center and shall not be identical to services and products already offered by Union Station businesses, as determined by Union Station Investors, the managers of Union Station and its retail operations. Contractors shall provide information pertaining to supplemental retail sales as part of its proposal.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

I.5.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related

information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

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I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____
With _____ (Contractor's Name); and

- (ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or

insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

I.6 OTHER CONTRACTORS

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE:

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or

the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.
2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000.00 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000.00 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

4. Workers' Compensation Insurance.

Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000.00 per accident for injury; \$500,000.00 per employee for disease; and \$500,000.00 for policy disease limit.

5. Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 per aggregate for each wrongful act.

- B. **DURATION.** Except as proved in I.5.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- C. **CONTRACTOR'S PROPERTY.** Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- D. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.2.1. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

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SECTION J: LIST OF ATTACHMENTS

J.1 ATTACHMENTS

J.1.1 Attachment A, "Pro-Forma Business Projection"

J.1.2 Service Contract Act Wage Determination 05-2103 (Rev. 7) issued March 24, 2009.

J.2 INCORPORATED ATTACHMENTS *(The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the offer.)*

J.2.1 E.E.O. Information

J.2.2 Tax Certification Affidavit

J.2.3 First Source Employment Agreement

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SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

The offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K.2.1 The offeror, by checking the applicable box, represents that

(a) It operates as:

- a corporation incorporated under the laws of the State of: _____
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

Offeror ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.4 BUY AMERICAN CERTIFICATION

The offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

	EXCLUDED END PRODUCTS
	COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

_____ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the offeror is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
 - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.2.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

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

L.1.3 PRE-BID CONFERENCE

A pre-bid conference will be held at **10 am a.m. on June 5th, 2009 in the Bid Conference Room on the 3rd floor of the Reeves Municipal Center located at 2000 14th Street, NE; Washington, DC.** Prospective bidders are expected to have read the entire solicitation document before attending the pre-bid conference. Prospective bidders will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from bidders on the solicitation document as well as clarify the contents of the solicitation. Attending bidders must complete the pre-bid conference attendance roster at the conference so that bidder attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the Pre-Bid Conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-bid Conference but no later than five working days after the pre-bid Conference in order to generate an official answer. Official answers will be provided in writing to all prospective bidders who are listed on the official bidder's list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dcgov.org.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 One original and 5 copies of the written proposals shall be submitted in two **separate** parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a

sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCKA-2009-R-0178"

- L.2.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Sections C.4 through C.6 and Section H.10.

L.3 Organization of Proposal Submissions

L.3.1 Technical Proposal consisting of Sections:

L.3.1.1 Executive Summary

L.3.1.2 Section One: Viability of Business Plan

L.3.1.3 Section Two: Project Approach

L.3.1.4 Section Three: Past performance and Staffing Plan

L.3.2 Price Proposal consisting of:

L.3.2.1 price schedule from Section B containing the proposed prices

L.3.2.2 cost/price supporting data, if any.

L.4 TECHNICAL PROPOSAL

The information requested for the Technical Proposal shall facilitate evaluation and best value source selection for all proposals.

L.4.1 Executive Summary (3 page maximum): Provide an overview of Offeror's proposal. Clearly include any assumptions made responding to the RFP and any exceptions made in the offer. The Executive Summary should also identify any uncertainties and briefly explain how the Offeror intends to address those uncertainties.

L.4.2 Section One – Viability of Business Plan (5 page maximum, not counting the Pro-Forma Business Projection):

The Viability of Business Plan should be a detailed account of the Offeror's business strategy for success in the Center, and must include a pro-forma projection of the Offeror's expected sales revenues for each year of the proposed five year contract, contrasted with the Offeror's expected operating expenses for each quarter, also given for the same five-year operating time span. The business plan should provide evidence that supports the assumption of financial stability in operating the Center. The business plan should also include any factors that the Offeror feels make his business plan more likely to succeed from a financial operations standpoint. Detailed

information on completing the pro-forma business projection is given in Attachment A.

L.4.3 Section Two – Project Approach (5 page maximum)

Project Approach is a clear and logically-presented written narrative demonstrating that the offeror possesses an awareness of the scope and complexity of services to be provided, and should include:

- 1) A description of the offeror's proposed approach to both customers who are bicycle enthusiasts, and to the general public
- 2) Speculation on potential issues in delivering the services required, and proposed solutions to prevent or address issues
- 3) Evidence that the offeror's proposal is more advantageous to the District; that it provides better value to end-customers, and/or that the offeror's plan is more efficient or competitive than that of other offerors.
- 4) Evidence that the offeror can provide sufficient administrative support to his operations, in the form of accounting procedures, existing contracts or relationships with suppliers, or other evidence.

L.4.4 Section Three - Past performance and Staffing Plan (5 page maximum, not counting resumes)

This section should provide three former or current references of similar work performed by the Offeror. Examples are not limited to specific municipal contracts, but should demonstrate the offeror's experience as a business, and the ability to provide experienced staffing.

Each reference must include: The name and address of the organization in which the services were performed; the name and current telephone number of the responsible technical representative of the organization; a brief description of the services provided, including the length of performance and the annual dollar amount if any.

Provide an organizational chart and staff information including resumes and certificates, demonstrating the qualifications and expertise of the offeror's proposed staff to meet the minimum qualifications for required staff and the expertise to perform the services required. The offeror's staff information, including resumes and position descriptions should be consistent with the information presented in the offeror's organizational chart.

L.5 PRICE PROPOSAL (5 pages maximum)

- L.5.1 The price proposal must consist of the price schedule contained in Section B. Offerors may include a brief narrative describing or explaining their price proposal.

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L.5.2 DDOT will not be responsible for cost overruns and/or unexpected expenses incurred by the vendor.

L.6 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.6.1 Proposal Submission

Proposals must be submitted to Room 327 (the Bid Room) on the 3rd floor of the Reeves Municipal Center located at 2000 14th Street, NE; Washington, DC. no later than **2pm on June 26, 2009**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.6.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

L.6.3 Postmarks

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.6.4 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

L.6.5 Late Proposals

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

L.7 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than 5 business days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 5 business days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.8 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.9 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.9.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

L.9.2 Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

L.10 PROPOSALS WITH OPTION YEARS

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

L.11 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.12 SIGNING OF OFFERS

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.13 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.14 RETENTION OF PROPOSALS

All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.15 PROPOSAL COSTS

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

L.16 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.17 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work.

L.18 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.19 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.20 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.20.1 Name, address, telephone number and federal tax identification number of offeror;

L.20.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If

the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.20.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.21 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

L.22 STANDARDS OF RESPONSIBILITY

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

- L.22.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.22.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.22.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.22.4 Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.22.5 Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.22.6 Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.22.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.22.8 If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based

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upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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

M.2.1 This rating scale will be applied to the offeror’s Viability of Business Plan, Project Approach, and Past Performance and Staffing Plan. Offerors’ bid pricing will be evaluated separately using the formula given in Section M.6.

M.3 Viability of Business Plan (Maximum 20 points)

The District will use the following criteria to evaluate the viability of the offeror’s business plan:

M.3.1 The extent to which Offerors provide a clear, concise, and sustainable business plan with a high probability for success.

M.3.2 The extent to which the information provided successfully demonstrates the offeror’s financial ability and management capacity

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M.3.3 The extent to which the pro-forma includes reasonable assumptions regarding operating costs and revenue

M.4 Project Approach (Maximum 30 points)

The District will use the following criteria to evaluate the viability of the offeror's project approach:

M.4.1 The extent to which the offeror appears aware of the scope of the project and prepared to meet the needs of bicycle enthusiasts and the general public

M.4.2 The extent to which the offeror's proposal reflects a commitment to compliance with contract requirements

M.4.3 The extent to which the offeror's proposal reflects a willingness and ability to coordinate with government agencies and other organizations.

M.4.4 The extent to which the offeror presents a work plan for meeting all of the performance standards set forth in Section C, including materials and equipment, as well as work methods, functional efficiency, and flexibility.

M.4.5 The extent to which the offeror's project approach appears to support the best functioning of the Center and

M.5 Past Performance and Staffing Plan (Maximum 30 points)

The District will use the following criteria to evaluate the viability of the offeror's past performance and staffing plan:

M.5.1 The relevance of past performance management experience examples provided by the Offeror

M.5.2 The quality of references and feedback provided by the identified reference contacts

M.5.3 The extent to which the proposed Prime Contractor demonstrates the experience, knowledge, and preparedness to perform the functions of the Center at a professional level

M.5.4 The extent to which the District finds the qualifications and experience of the proposed staffing to be adequate and relevant

M.6 Bid Price (Maximum 20 points)

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 100 = \text{Evaluated price score}$$

Attachment A, Pro-Forma Business Projection (see definition Section C.1.2.2)

These projections are your estimates for the values listed in the projection. The offeror will not be bound to these estimates, but will be bound to the final bid the offeror enters in Section B, which must be returned with the offeror's proposal. That is, the District will evaluate the formal bids entered into Section B by all offerors, give the highest score for bid price to the lowest bidder, and once a winning bidder has been declared, pay out the amounts described in Section B to the winning bidder. Section B is divided into the "Base Year" (first twelve months of operation), and four "Option Years" that the District may opt to award or not, depending on the contractor's performance and the availability of funding. The option years are designated "Option Year One", "Option Year Two", "Option Year Three", and "Option Year Four."

Offerors must decide what amounts to enter into Section B. Lower overall bids earn higher points and may stand a better chance of winning the contract. The District will pay out an amount annually, equal to the amounts indicated in Section B of the winning contract. Higher bids create larger annual payouts to offerors, and may thereby offer better financial security to the winning operator of the Center. However, higher bids also stand a lower chance of winning because higher bids do not earn as many points when evaluated for bid price. See Section M.6 for the formula that the District will use in calculating points for bid prices.

Once a winning bidder has been identified and awarded the contract, there will be no changes negotiated to the amount of that final bid. The winning contractor will operate under these contract terms, and can be held legally and financially liable for breach of contract if the winning contractor decides later not to operate the Center or to otherwise violate the terms of the contract.

Therefore, the following worksheet is provided. This worksheet is the recommended format in which to complete your mandatory Projection, but other formats are allowed. The amounts you enter into Section B does not have to match the final outcome of this worksheet, but you must complete a Projection as part of your proposal.

After you have completed your expected Net Profit or Loss for each year of the contract, you must provide a corresponding bid in Section B.

The amounts you decide to bid in Section B do not have to match the amounts you calculated in the pro-forma projection. Different bidders will have different beliefs about their projections, and will bid accordingly.

Offerors should bear in mind the following when Calculating Bid Price on Section B.

In support of this contract, the District will be providing the physical space and all amenities described in Section H.9, free to the contractor on a site speculated by many to

be highly lucrative by virtue of being adjacent to a large public transportation site with retail shopping.

Following are three examples of base year projections and base year bid pricing, provided for illustrative purposes only:

Offeror X believes that, given the location, free rental, ability to sell BikeStation memberships, and other factors, that he will generate 100,000.00 in revenues in the base year. Offeror X knows that it will cost him 45,000.00 in salaries for staffing, 10,000.00 in equipment including tools and bicycles, and 2,000.00 in utility and other operating costs, for a total cost to him of 57,000.00 for the base year. The net profit for that year is 43,000.00 *without any additional funding from the District*. He could bid very low on the Section B base year.

Offeror Y believes that, given the location, free rental, ability to sell BikeStation memberships, and other factors, that he will generate only 40,000.00 in revenues in the base year. Just like offeror X, offeror Y knows that it will cost him 45,000.00 in salaries for staffing, 10,000.00 in equipment including bicycles, and 2,000.00 in utility and other operating costs, for a total cost to him of 57,000.00 for the base year. The net loss for that year is 17,000.00. He has to bid at least 17,000.00 on the Section B base year (which would mean the District pays out 17,000) if he wants to break even that year, provided that he wins the contract.

Offeror Z believes that, given the location, free rental, ability to sell BikeStation memberships, and other factors, that he will generate no money at all in revenues in the base year. Offeror Z also knows that it will cost him 45,000.00 in salaries for staffing, 10,000.00 in equipment including bicycles, and 2,000.00 in utility and other operating costs, for a total cost to him of 57,000.00 for the base year. The net loss for his year is 57,000.00. He has to bid at least 57,000 on the Section B base year to protect himself from significant financial loss.

BASE YEAR

Expected Revenues	
Rental of Contractor's Bicycles (Section C.4.2)	
Repair Services Provided (Section C.4.3)	
Sale of Retail Accessories (Section C.4.4)	
Rental of Lockers (Section C.4.8)	
Sale of single-day non-member parking passes (Section C.6.5)	
Sale of BikeStation Memberships (Section C.6.6)	
Other revenues (see Section H.1.1)	
Total Expected Revenues, BASE YEAR	

Expected Expenses	
First staff member, loaded pay rate (see definition, Section C.1.2.3) \$	Times 2261 hours per year (Section C.4.1.3)
Second staff member, loaded pay rate \$	Times 2261 hours per year (Section C.4.1.3)
Third staff member, loaded pay rate \$	Times 2261 hours per year (Section C.4.1.3)
Cost of 25 bicycles (Section C.4.2)	
Cost of Repair Services (Section C.4.3.2)	
Cost of Retail Accessories (Section C.4.4.1)	
Cost of Air Pump (Section C.4.5)	
Cost of 50 double-keyed padlocks (Section C.4.8.2)	
Routine cleaning expenses (Section H.10.2)	
Utility expenses (Section H.10.3)	
Membership Satisfaction Survey, and Other Expenses	
Total Expected Expenses, BASE YEAR	

BASE YEAR Projected Net Profit or Loss: _____
 (see definition Section C.1.2.1)

OPTION YEAR ONE

Expected Revenues	
Rental of Contractor's Bicycles (Section C.4.2)	
Repair Services Provided (Section C.4.3)	
Sale of Retail Accessories (Section C.4.4)	
Rental of Lockers (Section C.4.8)	
Sale of single-day non-member parking passes (Section C.6.5)	
Sale of BikeStation Memberships (Section C.6.6)	
Other revenues (see Section H.1.1)	
Total Expected Revenues, Option Year One	

Expected Expenses		
First staff member, loaded pay rate (see definition, Section C.1.2.3) \$	Times 2261 hours per year(Section C.4.1.3)	
Second staff member, loaded pay rate \$	Times 2261 hours per year(Section C.4.1.3)	
Third staff member, loaded pay rate \$	Times 2261 hours per year(Section C.4.1.3)	
Cost of Repair Services (Section C.4.3.2)		
Cost of Retail Accessories (Section C.4.4.1)		
Routine cleaning expenses (Section H.10.2)		
Utility expenses (Section H.10.3)		
Membership Satisfaction Survey, and Other Expenses		
Total Expected Expenses, Option Year One		

Option Year One, Projected Net Profit or Loss: _____
 (see definition Section C.1.2.1)

OPTION YEAR TWO

Expected Revenues	
Rental of Contractor's Bicycles (Section C.4.2)	
Repair Services Provided (Section C.4.3)	
Sale of Retail Accessories (Section C.4.4)	
Rental of Lockers (Section C.4.8)	
Sale of single-day non-member parking passes (Section C.6.5)	
Sale of BikeStation Memberships (Section C.6.6)	
Other revenues (see Section H.1.1)	
Total Expected Revenues, Option Year Two	

Expected Expenses		
First staff member, loaded pay rate (see definition, Section C.1.2.3)	Times 2261 hours per year(Section C.4.1.3)	
\$		
Second staff member, loaded pay rate	Times 2261 hours per year(Section C.4.1.3)	
\$		
Third staff member, loaded pay rate	Times 2261 hours per year(Section C.4.1.3)	
\$		
Cost of 25 bicycles (Section C.4.2)		
Cost of Repair Services (Section C.4.3.2)		
Cost of Retail Accessories (Section C.4.4.1)		
Routine cleaning expenses (Section H.10.2)		
Utility expenses (Section H.10.3)		
Membership Satisfaction Survey, and Other Expenses		
Total Expected Expenses, Option Year Two		

Option Year Two, Projected Net Profit or Loss: _____

(see definition Section C.1.2.1)

OPTION YEAR THREE

Expected Revenues	
Rental of Contractor's Bicycles (Section C.4.2)	
Repair Services Provided (Section C.4.3)	
Sale of Retail Accessories (Section C.4.4)	
Rental of Lockers (Section C.4.8)	
Sale of single-day non-member parking passes (Section C.6.5)	
Sale of BikeStation Memberships (Section C.6.6)	
Other revenues (see Section H.1.1)	
Total Expected Revenues, Option Year Three	

Expected Expenses		
First staff member, loaded pay rate (see definition, Section C.1.2.3) \$	Times 2261 hours per year(Section C.4.1.3)	
Second staff member, loaded pay rate \$	Times 2261 hours per year(Section C.4.1.3)	
Third staff member, loaded pay rate \$	Times 2261 hours per year(Section C.4.1.3)	
Cost of Repair Services (Section C.4.3.2)		
Cost of Retail Accessories (Section C.4.4.1)		
Routine cleaning expenses (Section H.10.2)		
Utility expenses (Section H.10.3)		
Membership Satisfaction Survey, and Other Expenses		
Total Expected Expenses, Option Year Three		

Option Year Three, Projected Net Profit or Loss: _____
(see definition Section C.1.2.1)

OPTION YEAR FOUR

Expected Revenues	
Rental of Contractor's Bicycles (Section C.4.2)	
Repair Services Provided (Section C.4.3)	
Sale of Retail Accessories (Section C.4.4)	
Rental of Lockers (Section C.4.8)	
Sale of single-day non-member parking passes (Section C.6.5)	
Sale of BikeStation Memberships (Section C.6.6)	
Other revenues (see Section H.1.1)	
Total Expected Revenues, Option Year Four	

Expected Expenses		
First staff member, loaded pay rate (see definition, Section C.1.2.3)	Times 2261 hours per year(Section C.4.1.3)	
\$		
Second staff member, loaded pay rate	Times 2261 hours per year(Section C.4.1.3)	
\$		
Third staff member, loaded pay rate	Times 2261 hours per year(Section C.4.1.3)	
\$		
Cost of 25 bicycles (Section C.4.2)		
Cost of Repair Services (Section C.4.3.2)		
Cost of Retail Accessories (Section C.4.4.1)		
Routine cleaning expenses (Section H.10.2)		
Utility expenses (Section H.10.3)		
Membership Satisfaction Survey, and Other Expenses		
Total Expected Expenses, Option Year Four		

Option Year Four, Projected Net Profit or Loss: _____
 (see definition Section C.1.2.1)

Attachment B Wage Rates

WD 05-2103 (Rev.-7) was first posted on www.wdol.gov on 03/24/2009

REGISTER OF WAGE DETERMINATIONS UNDER
 THE SERVICE CONTRACT ACT
 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
 EMPLOYMENT STANDARDS ADMINISTRATION
 WAGE AND HOUR DIVISION
 WASHINGTON D.C. 20210

Shirley F. Ebbesen Division of
 Director Wage Determinations

Wage Determination No.: 2005-2103
 Revision No.: 7
 Date Of Revision: 03/16/2009

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince George's, St
 Mary's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, King
 George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.05
01012 - Accounting Clerk II	15.78
01013 - Accounting Clerk III	20.27
01020 - Administrative Assistant	28.55
01040 - Court Reporter	19.95
01051 - Data Entry Operator I	14.38
01052 - Data Entry Operator II	15.69
01060 - Dispatcher, Motor Vehicle	16.94
01070 - Document Preparation Clerk	14.21
01090 - Duplicating Machine Operator	14.21
01111 - General Clerk I	13.92
01112 - General Clerk II	15.32
01113 - General Clerk III	18.74
01120 - Housing Referral Assistant	25.29
01141 - Messenger Courier	12.38
01191 - Order Clerk I	14.85
01192 - Order Clerk II	16.29
01261 - Personnel Assistant (Employment) I	17.31
01262 - Personnel Assistant (Employment) II	19.36
01263 - Personnel Assistant (Employment) III	21.66
01270 - Production Control Clerk	22.03
01280 - Receptionist	14.12
01290 - Rental Clerk	16.55
01300 - Scheduler, Maintenance	17.49
01311 - Secretary I	17.49
01312 - Secretary II	19.70
01313 - Secretary III	25.29
01320 - Service Order Dispatcher	16.10
01410 - Supply Technician	28.55
01420 - Survey Worker	19.46
01531 - Travel Clerk I	12.92
01532 - Travel Clerk II	13.89
01533 - Travel Clerk III	14.92
01611 - Word Processor I	14.21
01612 - Word Processor II	16.65

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01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.48
07041 - Cook I	11.97
07042 - Cook II	13.28
07070 - Dishwasher	9.82
07130 - Food Service Worker	10.66
07210 - Meat Cutter	17.04
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.05
09040 - Furniture Handler	12.78
09080 - Furniture Refinisher	18.39
09090 - Furniture Refinisher Helper	14.11
09110 - Furniture Repairer, Minor	16.31
09130 - Upholsterer	18.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.50
11060 - Elevator Operator	10.50
11090 - Gardener	16.22
11122 - Housekeeping Aide	11.25
11150 - Janitor	11.25
11210 - Laborer, Grounds Maintenance	12.47
11240 - Maid or Houseman	11.03
11260 - Pruner	11.37
11270 - Tractor Operator	14.66
11330 - Trail Maintenance Worker	12.47
11360 - Window Cleaner	11.68
12000 - Health Occupations	
12010 - Ambulance Driver	19.46
12011 - Breath Alcohol Technician	18.55
12012 - Certified Occupational Therapist Assistant	21.01
12015 - Certified Physical Therapist Assistant	21.01
12020 - Dental Assistant	16.97
12025 - Dental Hygienist	40.68
12030 - EKG Technician	25.95
12035 - Electroneurodiagnostic Technologist	25.95
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	18.82
12072 - Licensed Practical Nurse II	21.09
12073 - Licensed Practical Nurse III	23.47
12100 - Medical Assistant	14.89
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	16.06
12190 - Medical Record Technician	18.27
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	34.18

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12221 - Nursing Assistant I	10.47
12222 - Nursing Assistant II	11.77
12223 - Nursing Assistant III	13.02
12224 - Nursing Assistant IV	14.62
12235 - Optical Dispenser	20.17
12236 - Optical Technician	14.41
12250 - Pharmacy Technician	16.47
12280 - Phlebotomist	14.62
12305 - Radiologic Technologist	28.28
12311 - Registered Nurse I	26.73
12312 - Registered Nurse II	32.41
12313 - Registered Nurse II, Specialist	32.41
12314 - Registered Nurse III	38.98
12315 - Registered Nurse III, Anesthetist	38.98
12316 - Registered Nurse IV	46.73
12317 - Scheduler (Drug and Alcohol Testing)	19.75
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	30.80
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	27.82
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.14
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	30.69
13110 - Video Teleconference Technician	19.35
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.54
14042 - Computer Operator II	20.74
14043 - Computer Operator III	23.12
14044 - Computer Operator IV	25.69
14045 - Computer Operator V	28.45
14071 - Computer Programmer I (1)	25.43
14072 - Computer Programmer II (1)	
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	18.54
14160 - Personal Computer Support Technician	25.69
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	35.71
15020 - Aircrew Training Devices Instructor (Rated)	43.84
15030 - Air Crew Training Devices Instructor (Pilot)	52.55
15050 - Computer Based Training Specialist / Instructor	34.39
15060 - Educational Technologist	32.75
15070 - Flight Instructor (Pilot)	52.55
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20

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16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.44
16030 - Counter Attendant	9.44
16040 - Dry Cleaner	12.21
16070 - Finisher, Flatwork, Machine	9.44
16090 - Presser, Hand	9.44
16110 - Presser, Machine, Drycleaning	9.44
16130 - Presser, Machine, Shirts	9.44
16160 - Presser, Machine, Wearing Apparel, Laundry	9.44
16190 - Sewing Machine Operator	13.07
16220 - Tailor	13.90
16250 - Washer, Machine	10.41
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.22
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	17.90
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	12.92
21071 - Order Filler	13.87
21080 - Production Line Worker (Food Processing)	17.90
21110 - Shipping Packer	14.46
21130 - Shipping/Receiving Clerk	14.46
21140 - Store Worker I	11.44
21150 - Stock Clerk	16.46
21210 - Tools And Parts Attendant	17.90
21410 - Warehouse Specialist	17.90
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.68
23021 - Aircraft Mechanic I	24.46
23022 - Aircraft Mechanic II	25.68
23023 - Aircraft Mechanic III	26.97
23040 - Aircraft Mechanic Helper	16.61
23050 - Aircraft, Painter	23.42
23060 - Aircraft Servicer	18.71
23080 - Aircraft Worker	19.90
23110 - Appliance Mechanic	21.62
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	25.61
23130 - Carpenter, Maintenance	20.99
23140 - Carpet Layer	19.33
23160 - Electrician, Maintenance	27.43
23181 - Electronics Technician Maintenance I	23.70
23182 - Electronics Technician Maintenance II	25.15
23183 - Electronics Technician Maintenance III	26.50
23260 - Fabric Worker	19.01
23290 - Fire Alarm System Mechanic	22.78
23310 - Fire Extinguisher Repairer	17.52
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	24.46
23381 - Ground Support Equipment Servicer	18.71
23382 - Ground Support Equipment Worker	19.90
23391 - Gunsmith I	17.52
23392 - Gunsmith II	20.38
23393 - Gunsmith III	22.78
23410 - Heating, Ventilation And Air-Conditioning Mechanic	22.94
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	24.37
23430 - Heavy Equipment Mechanic	22.78
23440 - Heavy Equipment Operator	22.78

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23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.62
23470 - Laborer	14.27
23510 - Locksmith	21.11
23530 - Machinery Maintenance Mechanic	22.99
23550 - Machinist, Maintenance	21.78
23580 - Maintenance Trades Helper	16.61
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.62
23790 - Pipefitter, Maintenance	23.19
23810 - Plumber, Maintenance	20.99
23820 - Pneudraulic Systems Mechanic	22.78
23850 - Rigger	22.78
23870 - Scale Mechanic	20.38
23890 - Sheet-Metal Worker, Maintenance	22.78
23910 - Small Engine Mechanic	20.38
23931 - Telecommunications Mechanic I	27.74
23932 - Telecommunications Mechanic II	29.24
23950 - Telephone Lineman	26.38
23960 - Welder, Combination, Maintenance	22.78
23965 - Well Driller	22.78
23970 - Woodcraft Worker	22.78
23980 - Woodworker	17.52
24000 - Personal Needs Occupations	12.79
24570 - Child Care Attendant	17.77
24580 - Child Care Center Clerk	10.52
24610 - Chore Aide	15.68
24620 - Family Readiness And Support Services Coordinator	18.43
24630 - Homemaker	
25000 - Plant And System Operations Occupations	27.10
25010 - Boiler Tender	20.73
25040 - Sewage Plant Operator	27.10
25070 - Stationary Engineer	19.08
25190 - Ventilation Equipment Tender	20.73
25210 - Water Treatment Plant Operator	
27000 - Protective Service Occupations	20.57
27004 - Alarm Monitor	12.66
27007 - Baggage Inspector	22.25
27008 - Corrections Officer	23.33
27010 - Court Security Officer	20.57
27030 - Detection Dog Handler	22.25
27040 - Detention Officer	22.39
27070 - Firefighter	12.66
27101 - Guard I	20.57
27102 - Guard II	26.14
27131 - Police Officer I	28.99
27132 - Police Officer II	
28000 - Recreation Occupations	13.59
28041 - Carnival Equipment Operator	14.63
28042 - Carnival Equipment Repairer	9.24
28043 - Carnival Equipment Worker	13.01
28210 - Gate Attendant/Gate Tender	11.59
28310 - Lifeguard	14.56
28350 - Park Attendant (Aide)	10.62
28510 - Recreation Aide/Health Facility Attendant	18.04
28515 - Recreation Specialist	11.59
28630 - Sports Official	18.21
28690 - Swimming Pool Operator	
29000 - Stevedoring/Longshoremen Occupational Services	

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29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	38.00
30011 - Air Traffic Control Specialist, Station (HFO) (2)	26.21
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	28.86
30021 - Archeological Technician I	18.93
30022 - Archeological Technician II	21.11
30023 - Archeological Technician III	27.56
30030 - Cartographic Technician	27.56
30040 - Civil Engineering Technician	24.01
30061 - Drafter/CAD Operator I	19.89
30062 - Drafter/CAD Operator II	22.25
30063 - Drafter/CAD Operator III	24.80
30064 - Drafter/CAD Operator IV	30.52
30081 - Engineering Technician I	21.63
30082 - Engineering Technician II	24.29
30083 - Engineering Technician III	27.17
30084 - Engineering Technician IV	33.66
30085 - Engineering Technician V	41.16
30086 - Engineering Technician VI	49.81
30090 - Environmental Technician	24.92
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.56
30461 - Technical writer I	21.84
30462 - Technical writer II	26.70
30463 - Technical writer III	32.31
30491 - Unexploded Ordnance (UXO) Technician I	24.15
30492 - Unexploded Ordnance (UXO) Technician II	29.22
30493 - Unexploded Ordnance (UXO) Technician III	35.03
30494 - Unexploded (UXO) Safety Escort	24.15
30495 - Unexploded (UXO) Sweep Personnel	24.15
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	24.80
30621 - Weather Observer, Senior (2)	27.56
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	13.02
31030 - Bus Driver	18.95
31043 - Driver Courier	12.71
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	14.69
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	14.69
31362 - Truckdriver, Medium	17.18
31363 - Truckdriver, Heavy	18.42
31364 - Truckdriver, Tractor-Trailer	18.42
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	16.01
99510 - Photofinishing Worker	12.75
99710 - Recycling Laborer	16.82

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99711 - Recycling Specialist	20.65
99730 - Refuse Collector	14.91
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.24 per hour or \$129.60 per week or \$561.60 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and

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related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the

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"Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide

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classifications listed in the wage determination.