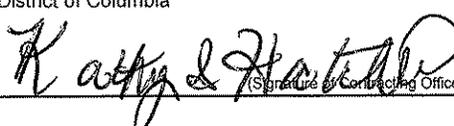


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1
2. Amendment/Modification Number No. 2	3. Effective Date SEE BLOCK 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption: Union Station Bike Station	
6. Issued By: Office of Contracting and Procurement Road and Highway Structures District Department of Transportation 2000 14th Street, N.W. 6th Floor Washington, D.C. 20009		Code	7. Administered By (If other than line 6) District Department of Transportation	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. DCKA-2009-R-0178
				9B. Dated (See Item 11) 6/19/09
				10A. Modification of Contract/Order No.
				10B. Dated (See Item 13)
Code	Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to: (Specify Authority) _____ Clause 15, District of Columbia Std. Cnt. Provisions for Goods/Services				
The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
C. This supplemental agreement is entered into pursuant to authority of:				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.				
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) The purpose of this addendum is to: 1) revise the scope of work; 2) provide attachments that were inadvertently left out of the solicitation 3) to extend the proposal due date ; and 4) provide responses to potential offeror's questions.				
1. RFP Response due date is extended to 2pm local time on July 13,2009. 2. Delete page 1 and substitute the attached page 1R. 3. Delete page 3 in its entirety and substitute the attached "Page 3R" 4. Delete page 13 and substitute pagea 13Ra and 13Rb, to amend the provisions of Section G.1 through G.2.1 5. Delete page 14 and substitute pages 14Ra and 14Rb, to amend Section G.4 6. Delete page 21 and substitute pages 21Ra and 21Rb, to revise the provisions of section H.10.2 7. In Section I.1 of the RFP, page 23, delete "November 2004" and replace with "March 2007". 8. Delete page 29 of the RFP (Section J), and substitute attached page 29R to amend the list of attachments 9. Delete Section L.16 in its entirety. 10. Exhibit J.3.1 is supplied as a draft of the "Area Plan" requested by offerors <p style="text-align: center;"><CONTINUED ON PAGE 2></p>				
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect				
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Kathy Hatcher	
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)		 (Signature of Contracting Officer)		7/1/2009

Addendum No. 2

Solicitation No.: DCKA-2007-R-0178

Continuation

11. Attachment A is supplied to respond to potential offerors' questions and requests for clarification.
12. Per offeror request, Mayoral order 83-265 is provided as Attachment B
13. Per offeror request, a copy of the First Source Act is provided as Attachment C.
14. The RFP is amended to include Sections H.12 and H.13, included here as Attachment D.

SOLICITATION, OFFER, AND AWARD		1. Caption			Page of Pages		
		Operation of the Union Station Bicycle Transit Center			1		
2. Contract Number	3. Solicitation Number	4. Type of Solicitation		5. Date Issued	6. Type of Market		
	DCKA-2009-R-0178	<input type="checkbox"/> Sealed Bid (IFB)			<input checked="" type="checkbox"/> Open		
		<input checked="" type="checkbox"/> Sealed Proposals (RFP)			<input type="checkbox"/> Set Aside		
		<input type="checkbox"/> Sole Source			<input type="checkbox"/> Open with Sub-Contracting Set Aside		
		<input type="checkbox"/> Human Care Agreements					
		<input type="checkbox"/> Emergency					
7. Issued By:				8. Address Offer to:			
Office of Contracting and Procurement 2000 14th Street, NW 6th floor Washington, DC 20009				Office of Contracting and Procurement			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
SOLICITATION							
9. Sealed offers in original and <input type="checkbox"/> 5 <input type="checkbox"/> 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	
				(Hour)		26-Jun-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	
	Scott Cary		(Area Code)	(Number)	(Ext)	scott.cary@dc.gov	
			202	6712275			
11. Table of Contents							
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	23 TO 28
X	B	Supplies or Services and Price/Cost	2 TO 3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	3 TO 9	X	J	List of Attachments	29
x	D	Packaging and Marking	10	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	11			Representations, certifications and other	
X	F	Deliveries or Performance	12	X	K	statements of offerors	30 TO 32
X	G	Contract Administration Data	13 TO 16	X	L	Instructions, conditions & notices to offerors	33 TO 41
X	H	Special Contract Requirements	17 TO 22	X	M	Evaluation factors for award	42 TO 43
OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <input type="checkbox"/> 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), within the time specified herein.							
13. Discount for Prompt Payment <input checked="" type="checkbox"/>		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			
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)					
AWARD (TO BE COMPLETED BY GOVERNMENT)							

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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 at least one person in the building and on duty at all times. This employee must also be able to do basic bike repair.

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

November – February
Monday through Friday - 7:00 am to 7:00 pm
Saturday and Sunday (CLOSED)

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,

SECTION G : CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make quarterly payments to the Contractor, upon the submission of proper invoices, for one quarter of the amount specified in the contract as applicable to that specific year of the contract, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract. The Contractor shall submit its first invoice 90 days from date of award and every three months thereafter.

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 quarterly 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: 2000 14th Street, NW
Washington DC 20009
Telephone: 202-671-2300

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;

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- 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 quarter the contractor may invoice the District for 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;

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 Cleaning

H.10.2.1 The Contractor shall provide routine cleaning of the Center internal work areas, 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, and degreasing the shop equipment at least twice per week.

H.10.2.1.2 The Contractor shall provide and change Center lightbulbs as needed.

H.10.2.2 The Contractor shall provide routine cleaning of the Center external areas at least twice per week, including general sweeping and removal of refuse within 25 feet of the Center and in front of the retail area and the area next to Union Station across the driveway (see Attachment B to Amendment 1, "Area Plan").

H.10.2.3 The Contractor shall provide routine watering and maintenance of the adjacent tree boxes at least twice per week.

H.10.2.4 The Contractor shall empty trash receptacles in the exterior area and replace liners as needed.

H.10.2.5 The Contractor shall clean the interior and exterior Center glass at least once every two months, such that the glass is free of streaks, smears, and other marring.

H.10.2.6 The District reserves the right to inspect the state of the Center, and to order the Contractor to immediately complete any cleaning deemed necessary by the COTR.

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- H.10.3 The Contractor shall pay all utility expenses generated through operation of the center including but not limited to PEPSCO, 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

SECTION J – LIST OF ATTACHMENTS

J.1 ATTACHMENTS INCORPORATED AS A PART OF THE CONTRACT

The following attachments are incorporated as part of the contract resulting from this solicitation:

J.1.1 The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007, (Attachment J.1.1) the District of Columbia Procurement Practices Act of 1985, as amended, and Title 27 of the District of Columbia Municipal Regulations. www.ocp.dc.gov

J.1.2 Wage Determination No. (2005-2103, Revision No. 7, dated March 24, 2009).

J.1.3 Living Wage Act of 2006 www.ocp.dc.gov

J.2 *(Each Bidder must fill out the following forms, which are located at www.ocp.dc.gov under the link entitled “Information Solicitation Attachments”, and submit them with his bid.)*

J.2.1 E.E.O. Compliance Documents and Mayor’s Order 85-85

J.2.2 Tax Certification Affidavit

J.2.3 Living Wage Notice

J.2.4 First Source Agreement

J.3 EXHIBITS

J.3.1 Draft Site Plan

J.3.2 Pro-Forma Business Projection

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Attachment A

Operation of Bicycle Center at Union Station

Responses to Pre-Bid Conference Questions

1) Can you post or distribute a bidders list that includes potential bidders who downloaded proposals from the website?

Response: The District does not currently have this capability.

2) Can offerors receive a copy of the area plan, including external bicycle parking in the area?

Response: Plan of the site, including the planter area, with square footage is included as Attachment B.

3) What is the BikeStation database and what interaction is operator expected to have with it?

Response: The database is created and maintained by the BikeStation Coalition and the BikeStation Coalition will provide member information on a regular basis

4) Can the contractor query the BikeStation database?

Response: No, but the BikeStation Coalition will provide member information on a regular basis.

5) Is there data available from the BikeStation Coalition about existing operations (membership, usage, etc.)?

Response: Yes.

6) What are the estimated/projected sales of memberships for this site?

Response: 300 yearly memberships.

7) Will membership be limited and, if so, at what level?

Response: It will be limited to 300 members at one time.

8) How will excess demand for memberships be handled? Will there be a wait list? What will the contractor responsibilities be in this arena?

Response: A membership waitlist will be established and maintained by the BikeStation coalition.

9) What percentage of membership is expected to be directly purchased by the consumer through at-home registration?

Response: 50% at-home registration

10) Will there be a “vendor code” to enter to indicate that the membership was sold by the contractor so the contractor can be reimbursed for the sale?

Response: The BikeStation Coalition will provide a sign-in code or drop down menu in the website to provide the referral option.

11) Will Reimbursement to Contractor for sale of BikeStation memberships increase if the Consumer Rate is increased?

Response: No

12) May single day passes be packaged for bulk sales?

Response: Yes

13) Are the rental bike quantities stipulated a minimum required or a mandated specification?

Response: They will be a minimum requirement of the contract.

14) Is a membership taxable? How about a single day pass?

Response: Per the Senior Tax Auditor, the District expects to apply the following tax rates to the Contractor’s expected revenue streams:

Expected Revenues	
Rental of Contractor's Bicycles (Section C.4.2)	Sales tax rate is 5.75%
Repair Services Provided (Section C.4.3)	Sales tax rate is 5.75%
Sale of Retail Accessories (Section C.4.4)	Sales tax rate is 5.75%
Rental of Lockers (section C.4.8)	Sales tax rate is 5.75%
Sale of single-day non-member parking passes (Section C.6.5.)	Do parking passes relate to automobiles? If so for automobiles, then the parking sales tax rate is 12%. Bicycles are exempt from the 12% parking tax.
Sale of Bike Station Memberships (Section C.6.6)	Nontaxable

15) Is there a bathroom in the BikeStation facility?

Response: No, vendor staff and Bikestation members must use Union Station bathrooms.

16) What restrictions exist on the contractor's ability to rent lockers?

Response: None, other than those indicated in the RFP. Locks are not built into the lockers.

17) Will BikeStation memberships be valid for accessing other BikeStation locations?

Response: Yes, at all other BikeStation facilities.

18) What are the staffing requirements? Are 2 staff members required to be at the facility at all times? Are the staffing and hours of operation stipulated a minimum required or mandated specifications? May we add "weather permitting"?

Response: During the mandated hours of operation, the contractor is required to have a minimum of one person in the building and on duty at all times. This employee must also be able to do basic bike repair. The RFP is amended to reflect this requirement. No, "weather permitting" is not added.

19) Is a security system being provided in the build out?

Response: Yes

20) Is the contractor obligated for snow removal?

Response: Just on the BikeStation Island. (see attached site plan)

21) How will the Columbus Circle project affect the BikeStation operation?

Response: There will be access to the BikeStation at all times during the construction.

22) What rack model was chosen?

Response: The Josta doubleparker

23) Are there other bikestations in DC being planned?

Response: No

24) Can the vendor sell new bicycles for profit at the shop?

Response: Yes, provided you can do it within the spaces provided.

25) Who will make emergency repairs?

Response: The contractor is responsible for maintenance, repairs and general upkeep of all facilities provided to it by the District. See Section H.12 of the RFP.

26) Does the vendor need to contact the COTR for every publicity-type action?

Response: No, the vendor will work with the COTR when the contract is awarded to come to an agreement about what types of publicity the contractor can proceed with without prior COTR approval.

27) What will be the limits on advertising the Contractor services available, in light of Section H.3, which states that Contractors must obtain the prior written approval from the Contracting Officer before the Contractor makes any statement, or issues any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract?

Response: See Response to question 26.

28) Are there signage restrictions for the vendor either inside or outside the facility? What type and area of signage- if any- is already designated for use by the contractor?

Response: There will be space provided on the entrance window for a silk screen type application of the contractor's name and information. Additional temporary outdoor signage in the space near the entrance and the tree boxes must be approved by the COTR.

29) Can vendor show their own brand or just BikeStation?

Response: The contractor can show his own brand on the provided window space and also in his marketing materials.

30) Will outside display be permitted on site area? If so, what are any guidelines/limitations?

Response: Yes, Additional temporary outdoor signage in the space near the entrance and the tree boxes is permitted but will need to be approved by the COTR.

31) How quickly after construction can we get signage approved?

Response: As soon as the contract is awarded to the vendor.

32) Is a Certificate of Occupancy required?

Response: No

33) Would the city be willing to issue a temporary permit should the contract be delayed?

Response: If the question refers to whether or not the contractor can proceed with operating the facility prior to contract award, the answer is no. However, if the Contracting Officer (CO) concurs with the Evaluation Panel's recommendation for contract award, the CO can award a letter contract which will enable the contractor to begin performance while the definitized contract is being prepared.

34) Does the storage provided in the garage have access to utilities?

Response: There are no utilities in the garage for the storage space.

Response: Yes, the contractor shall be responsible for supplying and emptying trash receptacles in the exterior area.

42) How often does the glass need to be cleaned? Inside and outside.

Response: The contractor shall be responsible for cleaning the exterior of the building once every two months (six times a year).

43) Can you modify the cleaning requirements? It's complicated and expensive to clean the glass.

Response: The RFP is amended to show that the glass needs to be cleaned once every two months (six times a year).

44) The RFP doesn't mention equitable adjustments. Is there any contingency planning for circumstances that would allow for it?

Response: At the beginning of each option year, the contractor may be eligible for an equitable adjustment because of changes in the Wage Determination. No other equitable adjustments are contemplated.

45) Do we want to add language regarding the event of a large profit sharing scenario?

Response: No

46) Please describe in more detail the storage facilities.

Response: The storage will be approximately 250 square feet of space in the Union Station parking garage.

47) Is there the possibility for additional storage space? Free or fee? Will there be a potential for additional storage space?

Response: Not at this time.

48) Is the storage area secured?

Response: It can be secured by padlock at the contractor's expense.

49) Will there be access to the necessary utilities to provide security (alarm service/video monitoring) in the storage area?

Response: No.

50) Will contractor have access to web-based security feed described in C.3.2?

Response: Yes, through contact with Bike Station Coalition or the COTR.

51) Will contractor be able to add additional cameras/alarms/etc.?

Response: Yes, with the approval of the COTR.

52) What revenue items are taxable? Day users? Admin fee?

Response: See Response to question 14.

53) Item F.13: what does the last payment mean?

Response: If the offeror is referring to F.3.1, "last payment" refers to the fact that the final payment due at contract close-out may be withheld by the District if the contractor fails to submit documentation of its compliance with the terms of the First Source Agreement.

54) Item G.4: how does the monthly invoicing work? What timeframe will be used for the billing cycle? How will the percentage of work be calculated?

Response: The RFP is amended to address these questions.

55) Standard Contract Provisions are mentioned in C.1.1, but I don't see it here.

Response: Section J of the RFP is amended to add the Standard Contract Provisions.

56) Differing versions of Standard Contract Provisions are mentioned, some 2004 and some 2007. Which apply to this contract?

Response: The 2007 version applies. The RFP is corrected.

57) Mayoral Order 83-265 is cited in the RFP. Can I get a copy of that or online link?

Response: A copy is included as part of this amendment.

58) Could the vendor have a larger fleet than the minimum stated in the RFP?

Response: Yes, but storage may get to be a problem.

59) Can we confirm that the vendor area has a power source and DSL?

Response: It has fully functioning electrical outlets and DSL is currently provided by Verizon.

60) Is the vendor paying the electrical bill for the entire facility?

Response: Yes.

61) Can we get an estimate on what that might cost?

Response: \$1,500.00 per year for the whole facility

62) Please provide estimate of energy usage/efficiency of structure for heating and cooling.

Response: The \$1,500.00 per year covers an average use for heating and cooling.

63) Please provide estimate of energy usage for storage facility lighting and security/access systems?

Response: The 1,500.00 per year covers the cost of the whole facility including lights and security access.

64) Item I.5 data: who owns the rental system data?

Response: Per the District Office of Attorney General, the District retains ownership of data pertaining strictly to BikeStation membership because it is essential to the administration of the contract, regardless of what system stores or analyzes that data. The

District does not retain ownership of data that is non-essential to the administration of the contract, such as data generated or maintained in a proprietary system designed for management of Contractor bicycle rentals. It is recommended for this reason that the Contractor not co-mingle BikeStation and non-BikeStation data in any proprietary system, nor transfer such data between systems. The development of a Contractor software system designed for management of bicycle rentals is incidental to the purpose of the contract, and therefore the District does not have an interest in the rights to such a software system per se.

65) Who will own the bikes that the vendor provides for the bike rentals?

Response: The Contractor.

66) Is there an aggregate amount for the insurance? Is 2 million aggregate acceptable?

Response: The insurance requirements described in the RFP are a direct copy of recently-enacted District policy on levels and types of insurance required of Contractors on contracts of this type and size. Contractor compliance with the terms of the insurance requirement, but only those terms, will be verified through a written Certificate of Insurance prior to award of contract.

67) Does the Buy American Act apply here? If the contract is less than \$100,000 will the Buy American Certification be required?

Response: Per the District Office of Attorney General, The Buy American Act does not apply in this situation. No, to both questions.

68) Are all products sold in the retail/service area subject to the provisions of the Buy American Act? Are products such as software/hardware that might be used for rental/retail operations included?

Response: See response to question 67.

69) Does the vendor have to use the rates and employee titles from the Wage Determinations Rates attachment?

Response: The contractor must select a labor category from the Wage Determination that most closely matches the position descriptions it will use and pay its employees an hourly wage that at a minimum is equal to the hourly wage cited in the Wage Determination.

70) Do the employees of the vendor at the BikeStation need to have the Health and Welfare benefits as shown in the wage rate attachment?

Response: Contractor employees must be provided with these benefits or salary equivalents.

71) When does the bidder fill out the DOES form?

Response: If the offeror is referring to the First Source Employment Agreement, that form should be filled out and submitted with the proposal.

72) Lots of people will sign up in the first few days, and if BikeStation is operating before the vendor does, we will miss that revenue. What does the District propose to do about this?

Response: A pull down window will be part of the membership website from the start. If a customer wants to choose that referral item, they will be able to do that.

73) Please define what data, including proprietary rental/retail software and non-BikeStation member customer lists, that will be subject to the Rights or Restricted Rights of the District.

Response: See response to question 64.

74) The insurance clause asks for a waiver of subrogation. Can it be removed?

Response: No.

75) How likely is it that the District will allow a time extension to the due date for responses to the RFP?

Response: The District bases its decisions on time extensions on a case-by-case basis. It is our intention to give everyone enough time to respond. Requests can be submitted to the Contracting Specialist.

76) Is the Clean Hands Certification required by the potential vendor for this bid? Required if below \$100,000?

Response: A "Clean Hands Certificate" is required by the District Department of Consumer and Regulatory Affairs in order to obtain and maintain a business license in the District. Prior to contract award, the Contracting Office will make a determination of contractor responsibility to ascertain if the contractor possesses the resources and meets all

legal requirements to perform the contract. A Clean Hands Certificate may fulfill part of that due diligence.

77) Regarding the First Source Act referenced in H.5: can you provide a copy or online link?

Response: A copy of the First Source Act is provided as Attachment E.

78) Regarding the First Source Employment Agreement in H.5.4, is the \$100,000 threshold an annual amount or for the life of the contract if options are exercised?

Response: It is an annual amount.

79) What other efforts (aside from specified installed exterior signage) will BikeStation/DC Government make to promote the project? Website, press releases, ribbon cutting, PR campaign, signage on local streets/trails, etc.

Response: All of the above

80) Please confirm whether all buildout/improvements made by contractor are property of contractor or DC during and at end of contract.

Response: The RFP is amended to include Sections H.12 and H.13, included here as Attachment I, which addresses the terms and conditions regarding the use of government property.

81) Please confirm whether all service materials (tools, etc), retail/display fixtures, added security systems, and computer hardware provided by the contractor are the property of the contractor or DC during and at the end of the contract.

Response: They are the property of the contractor.

82) Please confirm whether all retail inventory and rental bikes are the property of the contractor or DC during and at end of contract.

Response: Contractor

83) Please define Final Payment as referenced in G.3 (and in Sections F & H).

Response: It refers to the final payment issued by the District prior to contract close-out.

84) E.E.O. Information - Please specify which pages in this form are required for submission for this bid. (It appears that only page 1 is required.)

Response: Offerors should complete and submit Page 1 "Policy Statement", Page 2 "Assurance of Compliance" on its letterhead, and the "Employer Information Report" and the Goals and Timetables forms.

85) Is the compliance with Equal Opportunity Obligations applicable to this contract if the bid is below \$100,000?

Response: Companies are not required to submit an Affirmative Action plan if the contract award amount is less than \$100,000.00.

86) Section F.3: Will it be possible to submit the deliverables specified via email?

Response: Email is acceptable.

87) Section G.2.1: No address is specified for invoice submittal. Will email submission be permitted?

Response: The RFP has been amended to include this address.

88) Section I.2.1: Do we need to submit 5 copies of the completed RFP document in addition to the 5 copies of the Technical Proposal and Price Proposal?

Response: Offerors should follow instructions given in Section L of the RFP.

89) Section I.4.4: Can we provide more than 3 references to demonstrate our experience and capacity to perform this contract?

Response: Yes.

90) The due date is not entered on the first page.

Response: The RFP has been amended to add this information.

91) What products will be restricted for sale due to conflicts/overlap w/Union Station businesses? Especially as relates to food/beverages/souvenirs.

Response: Per Union Station Management, nonconflicting sales include the parking, rentals, and repairs for bicycle, or other non-motorized alternative modes of transit and sale of related accessories to the public at large, including biking clothes, sunglasses, bike magazines and maps. The sale of food and beverages shall be limited to pre-packaged foods, water and sports drinks.

92) Section L.16: Redaction of confidential data in FOI Act clause- does the electronic copy have to be submitted along with the RFP?

What type of/how much info can be redacted? Can we can request an official opinion? Is this the same information/data covered in L.9?

Response: Section L.16 has been deleted from the RFP. The District will respond to FOIA requests on a case-by-case basis.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

ADMINISTRATIVE ISSUANCE SYSTEM

Mayor's Order 83-265
November 9, 1983SUBJECT: Employment Agreement Goals and Objectives for All District of
Columbia Projects

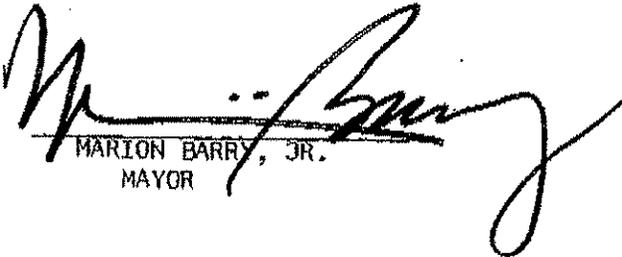
ORIGINATING AGENCY: Department of Employment Services

By virtue of the authority vested in me as Mayor of the District of Columbia by Section 422 of the D.C. Self-Government and Governmental Reorganizational Act of 1973, as amended, D.C. Code Section 1-242 (1981 Edition), it is hereby ORDERED that:

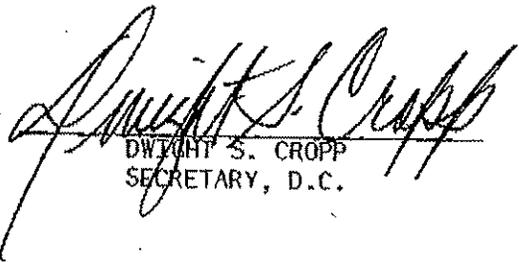
1. For any project funded in whole or in part with District of Columbia funds, or funds which, in accordance with a federal grant or otherwise, the District of Columbia administers, and on which the District of Columbia is signatory to any agreement of a contractual nature, the project shall reflect the goal of this Administration to enhance business and economic development by increasing jobs for District residents and broadening the District of Columbia's tax base. Accordingly, all projects shall provide for increased employment opportunities for District residents by requiring all contracts and subcontracts to include the provisions set forth below.
2. Any agreement of a contractual nature shall contain the following basic goals and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:
 - (a) At least fifty-one percent of all jobs created are to be performed by employees who are residents of the District of Columbia.
 - (b) At least fifty-one percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council.
3. Any agreement of a contractual nature shall include for each project a requirement that the employer negotiate an Employment Agreement with the Department of Employment Services.

-2-

4. Any agreement of a contractual nature shall include a requirement that employers on the project utilize the Job Service operated by the Department of Employment Services as a first source of referral for qualified applicants, trainees, and other workers in the implementation of the employment goals contained in this Order. Each contractor shall include in all subcontracts executed in connection with a project the same requirement.
5. Implementation:
- (a) All requests for bids and proposals issued by departments or agencies of the Government of the District of Columbia that will create jobs, in the District of Columbia, through a contract, subcontract, grant, financial loan or bond, shall include notification to potential employers that they will be required to hire fifty-one percent D.C. residents and enter into a first source Employment Agreement with the Department of Employment Services.
- (b) The Director of the District of Columbia Department of Employment Services is directed to implement this Order and is authorized to fashion such procedures as may be necessary to accomplish its purposes. The Director is also authorized to request the assistance of any District department or agency for support services in carrying out the imperatives of this Order.
6. To the extent that this Order is inconsistent with the provisions of any other Commissioners' Order, ~~Order of the Commissioner or Mayor's Order~~, the provisions of this Order shall prevail and super-sede the provisions thereof.
7. Effective Date: This Order shall become effective immediately.


MARION BARRY, JR.
MAYOR

ATTEST:


DWAYNT S. CROPP
SECRETARY, D.C.

Attachment C
DCKA-2009-R-0178

DC ST § 2-219.03

Formerly cited as DC ST 1981 § 1-1163

District of Columbia Official Code 2001 Edition Currentness
Division I. Government of District.

Title 2. Government Administration. (Refs & Annos)

Chapter 2. Contracts. (Refs & Annos)

Subchapter X. First Source Employment. (Refs & Annos)

Part A. General.

➔§ 2-219.03. Employment agreements required.

(a) The Mayor shall include for every government-assisted project a requirement that the beneficiary enter into an employment agreement with the District of Columbia government which states that:

- (1) The first source for finding employees to fill all jobs created by the government-assisted project will be the First Source Register; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by an employment agreement will be the First Source Register.

(b) In selecting unemployed District residents from the First Source Register for interviews for all jobs covered by each employment agreement, the Mayor shall:

- (1) Give first preference to unemployed District residents pursuant to § **2- 219.01**(6)(A);
and
- (2) Give second preference to unemployed District residents pursuant to § **2- 219.01**(6)(B).

(c) The Chief Procurement Officer and each District Contracting Officer shall transmit each employment agreement to the Department of Employment Services.

(d) Each beneficiary shall submit to the Department of Employment Services, every month following the execution of the contract, a contract compliance report for the project that includes 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 the Department of Employment Services;

(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.

(e)(1) The Chief Procurement Officer and each District Contracting Officer shall include in each government-assisted project, totalling \$100,000 or more, the provision that 51% of the new employees hired for the project shall be District residents.

(2) With the submission of the final request for payment from the District, the beneficiary shall:

- (A) Document in a report to the Contracting Officer its compliance with paragraph (1) of this subsection; or
- (B) Submit a request to the Contracting Officer for a waiver of compliance with paragraph (1) of this subsection and include the following documentation:
 - (i) Material supporting a good faith effort to comply;
 - (ii) Referrals provided by the Department of Employment Services and other referral sources; and
 - (iii) Advertisement of job openings listed with the Department of Employment Services and other referral sources.

(3) The Contracting Officer may waive the provisions of paragraph (1) of this subsection if the Contracting Officer finds that:

- (A) A good faith effort to comply is demonstrated by the beneficiary;
- (B) The beneficiary is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;
- (C) The beneficiary enters into a special workforce development training or placement arrangement with the Department of Employment Services; or
- (D) The Department of Employment Services 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.

(4) Willful breach of the employment agreement, or failure to submit the contract compliance report pursuant to paragraph (2) of this subsection, or deliberate submission of

falsified data, may be enforced by the Contracting Officer through the imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The payment shall be remitted to the Department of Employment Services for job training programs, subject to appropriations by Congress.

(5) The beneficiary may appeal any decision of the Contracting Officer pursuant to paragraph (4) of this subsection to the Contract Appeals Board as provided in the contract.

(6) The provisions of this subsection shall not apply to government-assisted projects entered into prior to September 6, 2001.

(f) Nonprofit organizations with 50 employees or less shall be exempt from subsection (e) of this section.

CREDIT(S)

(June 29, 1984, D.C. Law 5-93, § 4, 31 DCR 2545; Mar. 17, 1993, D.C. Law 9-210, § 2(c), 40 DCR 19; Sept. 6, 2001, D.C. Law 14-24, § 2, 48 DCR 5793; Apr. 8, 2005, D.C. Law 15-295, § 3, 52 DCR 1479.)

HISTORICAL AND STATUTORY NOTES

Prior Codifications

1981 Ed., § 1-1163.

Effect of Amendments

D.C. Law 14-24 added subsecs. (c) to (f).

D.C. Law 15-295 rewrote subsec. (f) which had reads follows:

"(f) Nonprofit organizations shall be exempt from subsection (e) of this section."

Legislative History of Laws

←BEST

For legislative history of D.C. Law 5-93, see Historical and Statutory Notes following § **←2-219.01.→**

BEST → ←BEST

For legislative history of D.C. Law 9-210, see Historical and Statutory Notes following § **←2-219.01.→**

BEST →

Law 14-24, the "51 Percent District Residents New Hires Amendment Act of 2001", was introduced in Council and assigned Bill No. 14-27, which was referred to the Committee on Public Service. The Bill was adopted on first and second readings on April 3, 2001, and May 1, 2001, respectively. Approved without the signature of the Mayor on May 24, 2001, it was assigned Act No. 14-74 and transmitted to both Houses of Congress for its review. D.C. Law 14-24 became effective on September 6, 2001.

Law 15-295, the "Apprenticeship Requirements Amendment Act of 2004", was introduced in Council and assigned Bill No. 15-884, which was referred to the Committee on Public Services. The Bill was adopted on first and second readings on November 9, 2004, and December 7, 2004, respectively. Signed by the Mayor on December 29, 2004, it was assigned Act No. 15-691 and transmitted to both Houses

of Congress for its review. D.C. Law 15-295 became effective on April 8, 2005.

Delegation of Authority

Delegation of authority pursuant to Law 5-93, see Mayor's Order 86-66, April 22, 1986.

DC CODE § 2-219.03

Current through June 1, 2009

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END OF DOCUMENT.

DCKA-02009-R-0178
Attachment D

H.12 GOVERNMENT-FURNISHED PROPERTY

- H.12.1 The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.
- H.12.2 The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.
- H.12.2.1 If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.
- H.12.2.2 In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).
- H.12.2.3 The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.
- H.12.3 The Contracting Officer may by written notice, at any time:
- H.12.3.1 Increase or decrease the amount of Government-furnished property under this contract;
- H.12.3.2 Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

H.12.3.3 Withdraw authority to use property.

H.12.4 Upon completion of any action(s) under paragraph H.13.3 of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

H.13 TITLE TO GOVERNMENT PROPERTY

H.13.1 The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

H.13.2 Fixed-price contracts:

H.13.2.1 All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

H.13.2.2 Title to each item of equipment, special test equipment and special tooling acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

H.13.2.3 If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract:

H.13.2.3.1 Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

H.13.2.3.2 Title to all other material shall pass to and vest in the Government upon:

H.13.2.3.2.1 Issuance of the material for use in contract performance;

H.13.2.3.2.2 Commencement of processing of the material or its use in contract performance; or

H.13.2.3.2.3 Reimbursement of the cost of the material by the Government, whichever occurs first.

35) What is the door configuration?

Response: There are three doors, all with security system locks. There is a door into the retail area. There is a door into the bike parking area. And there is a door between the two spaces.

36) Who will purchase light bulbs when they need replacement? What type of fixtures will be used and what is life expectancy of installed bulbs? What is the bulb type? How long are light bulbs expected to last and what is the cost to replace?

Response: The contractor is required to purchase and change bulbs. The bulbs for replacement are 28watt T5, 42watt CFL, 70watt metal halide and 39watt CMH

37) What are the estimated utility costs (water and electricity) for which the contractor will be responsible?

Response: PEPCO costs are estimated to be \$1,500.00 per year.

38) What exterior space will be included in the site for contractor use? What exterior uses will be permitted?

Response: The space in front of the building near the tree boxes is available for contractor use. Any use will need to allow for the flow of pedestrians, accessibility to the outdoor bike racks, and must be approved by the COTR.

39) Is contractor obligated for external area cleaning maintenance? Cleaning - please specify what if any responsibility needs to take by the contractor regarding the outside cleaning?

Response: The contractor shall be responsible for sweeping the outside area, removing refuse, and watering tree boxes.

40) Is contractor obligated to maintain exterior bicycle parking area?

Response: Yes, the contractor shall be responsible for maintaining the exterior bicycle parking area.

41) Will contractor be responsible for supplying/emptying trash receptacles in exterior area?