

SOLICITATION, OFFER, AND AWARD		1. Caption: ON-STREET PARKING SPACES FOR CARSHARING VEHICLES		Page of Pages 1 57	
2. Contract Number	3. Solicitation Number DCKA-2011-B-0090	4. Type of Solicitation <input checked="" type="checkbox"/> Sealed Bid (IFB) <input 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-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement District Department of Transportation 55 M Street, SE, 7th Floor Washington, DC 20003		8. Address Offer to: Office of Contracting and Procurement Bid Room District Department of Transportation 2000 14th Street, NW, 3rd Floor Bid Room Washington, DC 20009			

SOLICITATION

9. Sealed offers in original and 6 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 **Office of Contracting and Procurement Bid Room** until **2:00 p.m.** local time **6-Jul-11**
(Hour) (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 Cora S. Boykin	B. Telephone (Area Code) 202 (Number) 671-2274 (Ext) N/A	C. E-mail Address cora.boykin@dc.gov
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12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 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 type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> _____ Calendar days %
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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 (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 Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print) Jerry M. Carter	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



Government of the District of Columbia

Office of Contracting & Procurement

SOLICITATION

Bid Advertisement – Open Market INVITATION FOR BIDS (IFB)

PROJECT TITLE: ON-STREET PARKING SPACES FOR CARSHARING VEHICLES
IFB NO.: DCKA-2011-B-0090

1. The District Department of Transportation is soliciting proposals from interested car sharing firms (CSF) to provide rental, use, and maintenance of eighty-six (86) on-street curbside parking spaces designated for the use of carsharing vehicles. The contract will be for a base period of two years. The bidder will meet all requirements specified in the IFB. The contract shall not create financial risks to or burdens upon the District of Columbia (the District), and the operator must fully and unconditionally indemnify DC.
2. The bidder shall organize the business, procure necessary equipment, obtain all necessary licenses and permits, and have a complete organization ready to begin service at the start date of the contract.
3. The bidder must bid on all 86 spaces. The bidder must bid a minimum of \$3,600 per space, but are not required to bid an identical price for all spaces. The bidder must rank order all spaces (as specified in Section C.1.6 of the contract) in their response. The bidder should not change the order of the spaces listed in Section C.1.6, but rather should complete the ranking column. DDOT may award the contract to one or more firms.
4. The District Department of Transportation (DDOT) seeks to develop and maintain a cohesive sustainable transportation system that delivers safe, affordable, and convenient ways to move people and goods while protecting and enhancing the natural, environmental, and cultural resources of the District of Columbia.
5. The Contractor shall submit a price schedule based on definite-quantity as a payment fee generated by the rental carsharing spaces for the contract period of twenty-four months (two base years).
6. Interested vendors desiring consideration for the On-Street Parking Spaces for the Carsharing Vehicles contract should submit their Invitation for Bids.
7. If the contract is awarded to more than one bidder, DDOT will award at least one space per Ward to each bidder based on the ranking provided.
8. In the event that the District receives bids from five (5) or more bidders, in order to ensure that a company operates in each Ward of the city, the District will only review the bid documents of the four (4) companies with the highest total bid.

9. DDOT will make a selection in accordance with the provisions of Title 27 DCMR Chapter 16. The Contracting Officer in accordance with Title 27 DCMR Chapter 16 will make the final selection.
10. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED: During the performance of the Contract, the Contractor and any of its subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended. This Act provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, or be denied the benefits of or be subject to discrimination in federally funded program and activities. See 42 U.S.C. §2000d *et seq.*
11. Bidding documents for this project is posted and available at the www.ocp.dc.gov and www.ddot.dc.gov websites. The commodity code for this project is 971-55-55. A PAYMENT OR PERFORMANCE BOND IS NOT REQUIRED FOR THIS CONTRACT.
12. Contracts must be delivered no later than 2:00pm on July 6, 2011 to the Frank D Reeves Municipal Center, Office of Contracting and Procurement Bid Room, 3rd Floor, Washington, DC 20009.
13. SCA Wage Determination No.: 2005-2103, Revision No. 10, Date of Revision: 06/15/2010 have been predetermined by the Secretary of the Department of Labor and is included as Attachment J.2 in the contract.
14. All interested firms are invited to a pre-bid meeting to be held on Friday, June 24, 2011 from 10:00am to 1:00pm at the District Department of Transportation, 55 M Street, SE, 4th Floor, Conference Room 404, Washington, DC 20003.
15. For further procurement information, contact Bernetha Armwood at (202) 671-1563. For technical information, contact Josh Moskowitz at (202) 359-5514.

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of the District Department of Transportation (DDOT) is seeking bid documents from car sharing firms (CSFs) to rent eighty-six (86) on-street parking spaces for designated carsharing vehicles for two year base periods.

B.2 The District contemplates award of a definite-quantity contract.

B.3 PRICE SCHEUDLE REQUIREMENTS

DEFINITE-QUANTITY (DQ) CONTRACT

B.3.1 This is a DQ contract for the services specified, and effective for the period stated.

B.3.2 Delivery shall be made only as authorized in accordance with the Price Schedule, [CLIN 0001 through 0008]. The Contractor(s) shall furnish to the District, when and if delivered, the services specified in the Schedule up to and including the maximum quantity (in parenthesis) of: (18) CLIN 0001; (16) CLIN 0002; (12) CLIN 0003; (8) CLIN 0004; (6) CLIN 0005; (16) CLIN 0006; (7) CLIN 0007 and (4) CLIN 0008. The District requires at least the minimum quantity of each CLIN stated above.

B.3.3 The definite –quantity of services required for this contract is a total of eighty-six (86) on-street parking spaces. The specified quantity for each CLIN will be required during the contract period and the services will be available after a short lead time.

B.4 PRICE SCHEDULE – DQ

B.4 BASE YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Space (sp)	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
CLIN 0001 Section C.5.2, C.5.3, C.5.4, C.5.6, C.5.7, C.5.8, C.5.9 & C.5.10	<u>WARD 1</u> Eighteen (18) designated rental spaces for on-street curbside parking designated for the use of car-sharing vehicles by a car sharing firm (CSF) as referenced in Section C.5	<u>\$3,600 per sp</u>	18	\$64,800	18	\$ _____
Sub-total for B.4-CLIN 0001 Base Yr. 1						\$ _____
CLIN 0002 Section C.5.2, C.5.3, C.5.4, C.5.6, C.5.7, C.5.8, C.5.9 & C.5.10	<u>WARD 2</u> Sixteen (16) designated rental spaces for on-street curbside parking designated for the use of car-sharing vehicles by a car sharing firm (CSF) as referenced in Section C.5	<u>\$4,800 per sp</u>	16	\$76,800	16	\$ _____
Sub-total for B.4-CLIN 0002 Base Yr. 1						\$ _____
CLIN 0003 Section C.5.2, C.5.3, C.5.4, C.5.6, C.5.7, C.5.8, C.5.9 & C.5.10	<u>WARD 3</u> Twelve (12) designated rental spaces for on-street curbside parking designated for the use of car-sharing vehicles by a car sharing firm (CSF) as referenced in Section C.5	<u>\$4,200 per sp</u>	12	\$50,400	12	\$ _____
Sub-total for B.4-CLIN 0003 Base Yr. 1						\$ _____

CLIN 0004 Section C.5.2, C.5.3, C.5.4, C.5.6, C.5.7, C.5.8, C.5.9 & C.5.10	<u>WARD 4</u> Eight (8) designated rental spaces for on-street curbside parking designated for the use of car-sharing vehicles by a car sharing firm (CSF) as referenced in Section C.5	<u>\$2,700</u> per sp	8	\$21,600	8	\$ _____
Sub-total for B.4-CLIN 0004 Base Yr. 1						\$ _____
CLIN 0005 Section C.5.2, C.5.3, C.5.4, C.5.6, C.5.7, C.5.8, C.5.9 & C.5.10	<u>WARD 5</u> Six (6) designated rental spaces for on-street curbside parking designated for the use of car-sharing vehicles by a car sharing firm (CSF) as referenced in Section C.5	<u>\$2,400</u> per sp	6	\$14,400	6	\$ _____
Sub-total for B.4-CLIN 0005 Base Yr. 1						\$ _____
CLIN 0006 Section C.5.2, C.5.3, C.5.4, C.5.6, C.5.7, C.5.8, C.5.9 & C.5.10	<u>WARD 6</u> Sixteen (16) designated rental spaces for on-street curbside parking designated for the use of car-sharing vehicles by a car sharing firm (CSF) as referenced in Section C.5	<u>\$3,000</u> per sp	16	\$48,000	16	\$ _____
Sub-total for B.4-CLIN 0006 Base Yr. 1						\$ _____
CLIN 0007 Section C.5.2, C.5.3, C.5.4, C.5.6, C.5.7, C.5.8, C.5.9 & C.5.10	<u>WARD 7</u> Six (6) designated rental spaces for on-street curbside parking designated for the use of car-sharing vehicles by a car sharing firm	<u>\$2,400</u> per sp	6	\$14,400	6	\$ _____

	(CSF) as referenced in Section C.5					
Sub-total for B.4-CLIN 0007 Base Yr. 1						\$ _____
CLIN 0008 Section C.5.2, C.5.3, C.5.4, C.5.6, C.5.7, C.5.8, C.5.9 & C.5.10	WARD 8 Four (4) designated rental spaces for on-street curbside parking designated for the use of car-sharing vehicles by a car sharing firm (CSF) as referenced in Section C.5	\$2,400per sp	4	\$14,400	4	\$ _____
Sub-total for B.4-CLIN 0008 Base Yr. 1						\$ _____
Grand Total for B.4- Base Yr. 1			86		86	\$ _____

B.5 BASE YEAR TWO

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Space (sp)	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
CLIN 0001 Section C.5.2, C.5.3, C.5.4, C.5.6, C.5.7, C.5.8, C.5.9 & C.5.10	<u>WARD 1</u> Eighteen (18) designated rental spaces for on-street curbside parking designated for the use of car-sharing vehicles by a car sharing firm (CSF) as referenced in Section C.5	<u>\$3,600</u> per sp	18	\$64,800	18	\$ _____
Sub-total for B.4-CLIN 0001 Base Yr. 2						\$ _____
CLIN 0002 Section C.5.2, C.5.3, C.5.4, C.5.6, C.5.7, C.5.8, C.5.9 & C.5.10	<u>WARD 2</u> Sixteen (16) designated rental spaces for on-street curbside parking designated for the use of car-sharing vehicles by a car sharing firm (CSF) as referenced in Section C.5	<u>\$4,800</u> per sp	16	\$76,800	16	\$ _____
Sub-total for B.4-CLIN 0002 Base Yr. 2						\$ _____
CLIN 0003 Section C.5.2, C.5.3, C.5.4, C.5.6, C.5.7, C.5.8, C.5.9 & C.5.10	<u>WARD 3</u> Twelve (12) designated rental spaces for on-street curbside parking designated for the use of car-sharing vehicles by a car sharing firm (CSF) as referenced in Section C.5	<u>\$4,200</u> per sp	12	\$50,400	12	\$ _____
Sub-total for B.4-CLIN 0003 Base Yr. 2						\$ _____

CLIN 0004 Section C.5.2, C.5.3, C.5.4, C.5.6, C.5.7, C.5.8, C.5.9 & C.5.10	<u>WARD 4</u> Eight (8) designated rental spaces for on-street curbside parking designated for the use of car-sharing vehicles by a car sharing firm (CSF) as referenced in Section C.5	<u>\$2,700 per sp</u>	8	\$21,600	8	\$ _____
Sub-total for B.4-CLIN 0004 Base Yr. 2						\$ _____
CLIN 0005 Section C.5.2, C.5.3, C.5.4, C.5.6, C.5.7, C.5.8, C.5.9 & C.5.10	<u>WARD 5</u> Six (6) designated rental spaces for on-street curbside parking designated for the use of car-sharing vehicles by a car sharing firm (CSF) as referenced in Section C.5	<u>\$2,400 per sp</u>	6	\$14,400	6	\$ _____
Sub-total for B.4-CLIN 0005 Base Yr. 2						\$ _____
CLIN 0006 Section C.5.2, C.5.3, C.5.4, C.5.6, C.5.7, C.5.8, C.5.9 & C.5.10	<u>WARD 6</u> Sixteen (16) designated rental spaces for on-street curbside parking designated for the use of car-sharing vehicles by a car sharing firm (CSF) as referenced in Section C.5	<u>\$3,000 per sp</u>	16	\$48,000	16	\$ _____
Sub-total for B.4-CLIN 0006 Base Yr. 2						\$ _____
CLIN 0007 Section C.5.2, C.5.3, C.5.4, C.5.6, C.5.7, C.5.8, C.5.9 & C.5.10	<u>WARD 7</u> Six (6) designated rental spaces for on-street curbside parking designated for the use of car-sharing vehicles by a car sharing firm	<u>\$2,400 per sp</u>	6	\$14,400	6	\$ _____

	(CSF) as referenced in Section C.5					
Sub-total for B.4-CLIN 0007 Base Yr. 2						\$ _____
CLIN 0008 Section C.5.2, C.5.3, C.5.4, C.5.6, C.5.7, C.5.8, C.5.9 & C.5.10	WARD 8 Four (4) designated rental spaces for on-street curbside parking designated for the use of car-sharing vehicles by a car sharing firm (CSF) as referenced in Section C.5	\$2,400 per sp	4	\$14,400	4	\$ _____
Sub-total for B.4-CLIN 0008 Base Yr. 2						\$ _____
Grand Total for B.4- Base Yr. 2			86		86	\$ _____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

- C.1.1 The District Department of Transportation (DDOT) is seeking bidders for the rental, use, and maintenance of 86 on-street curbside parking spaces designated for the use of carsharing vehicles by a car sharing firm (CSF). The contract will be for a two year base period exercisable at the sole discretion of DDOT. The bidder will meet all requirements specified herein. The contract shall not create financial risks to or burdens upon the District of Columbia (the District), and the operator must fully and unconditionally indemnify DC.
- C.1.2 DDOT manages the public right of way within the District, including on-street parking, and seeks to reduce parking and traffic congestion while maintaining or enhancing mobility and access to jobs, housing, education, shopping and recreation. DDOT seeks to continue to educate the public about carsharing and encourage participation in carsharing by designating 86 on-street parking spaces for the exclusive use of car-sharing vehicles and give the (CSF(s)) the ability to increase the on-street inventory where applicable.
- C.1.3 Pursuant to D.C. Municipal Regulations, Title 18 § 2406, the Director of DDOT is authorized to establish reserved on-street parking spaces for the exclusive use of carsharing vehicles in accordance with the terms and conditions included therein. DDOT has determined that it is in the public interest to charge a fee for rental of public space with respect to each parking space designated for use by CSF carsharing vehicles.
- C.1.4 The bidder shall organize the business, procure necessary equipment, obtain all necessary licenses and permits, and have a complete organization ready to begin service at the start date of the contract.
- C.1.5 Issuance of this IFB does not obligate DDOT to award a contract, nor is DDOT liable for any costs incurred by any bidder in the preparation and submittal of bid documents. DDOT retains the right to award of all or parts of this contract to several bidders, to not recommend any IFB, and/or to re-solicit IFBs. The act of submitting an IFB is a declaration that the respondent has read the IFB and understands all the requirements and conditions.
- C.1.6 Bidders must bid on all 86 spaces. Bidder must bid a minimum of \$3,600 per Ward 1 space, \$4,800 per Ward 2 space, \$4,200 per Ward 3 space, \$2,700 per Ward 4 space, \$2,400 per Ward 5 space, \$3,000 per Ward 6 space, \$2,400 per Ward 7 space and \$2,400 per Ward 8 space but are not required to bid an identical price for all spaces. Bidders must rank order all spaces (list of spaces provided directly below) in their response. In doing so, bidders should not change the order of the spaces listed below, but rather should complete the ranking column. DDOT may award the contract to one or more bidders. If the contract is awarded to more than one bidder, DDOT will award at least one space per Ward to each bidder based on the ranking provided. In the event that the District receives bids from five (5) or more bidders, in order to ensure that a company operates in each Ward of the city, the District will only review the bid documents of the four (4) companies with the highest total bid.

In the event there is a tie between two or more bidders for a space, the tiebreaker shall be determined by a drawing by lot limited to those bidders. The drawing shall be witnessed by at

least three (3) persons, and the contract file shall contain the names and addresses of the witnesses and the person supervising the drawing. In accordance with DCMR 27 Section 1543; Resolving Tie Bids in the case of a tie breaker. (J.10, Exhibit B) If multiple contracts are awarded, bidders may be asked to meet the highest bidder's price for spaces. List of 86 on-street spaces for rent:

Ward	Location	Landmark	Bid	Rank
1	On 14th St at U St NW	Beside Reeves Center		
1	On 14th at U St NW	Beside Reeves Center		
1	On Champlain St b/t Columbia Rd and Euclid St	In front of City Bikes (2503 Champlain St)		
1	18th St & Columbia Rd on Adams Mill Rd (west side of triangle)	Near BB&T bank, across from McDonalds, Starbucks		
1	On 18th St, at Wyoming Ave (2100 18th St NW)	In front of Marie Reed, near tennis courts		
1	18th St & Columbia Rd on Adams Mill Rd (west side of triangle)	Near BB&T bank, across from McDonalds, Starbucks		
1	On 18th St, at Wyoming Ave (2100 18th St NW)	In front of Marie Reed, near tennis courts		
1	On Champlain St at Kalorama Rd	Across from 2203 Champlain St; behind Marie Reed School		
1	On California St at 19th St (north side)	Across from 1875 California St		
1	2300 18th St NW (east side)	In front of San Marco restaurant & dentist office		
1	1930 Columbia Rd	In front of Gelmarc Towers		
1	2305 18th St NW (east side)	In front of San Marco restaurant & dentist office		
1	3251 Mt Pleasant St	In front of Habitat Real Estate		
1	3251 Mt Pleasant St	In front of Habitat Real Estate		
1	3010 Mt Pleasant St	In front of Embassy Apts.		
1	In front of 3010 Mt Pleasant St	In front of Embassy Apts.		
1	2400 block of 14th St. (west side)	2 spaces closest to Chapin St and the fire hydrant		
1	2400 block of 14th St (west side)	2 spaces closest to Chapin St and the fire hydrant		
2	On 21st St b/t I St and Pennsylvania Ave	Across from TGI Friday's		
2	On 21st St b/t I St and Pennsylvania Ave	Across from TGI Friday's		
2	On 14th St b/t Q St and Corcoran St	Side of 1601 14th St		
2	On 14th St b/t Q St and Corcoran St	Side of 1601 14th St		
2	On Bataan St b/t Massachusetts Ave and Rhode Island Ave (south end)	Next to park, on Western end of Scott Circle		

Ward	Location	Landmark	Bid	Rank
2	On Bataan St b/t Massachusetts Ave and Rhode Island Ave (north end)	Next to park, on Western end of Scott Circle		
2	On Bataan St b/t Massachusetts Ave and Rhode Island Ave (south end)	Next to park, on Western end of Scott Circle		
2	On Bataan St b/t Massachusetts Ave and Rhode Island Ave (north end)	Next to park, on Western end of Scott Circle		
2	On Water St, near intersection of 33rd St	Across from 3301 Water St		
2	On Water St near intersection of 33rd St	Across 3301 Water St		
2	On north side of G St and 11th St	Near Cosi & Metro Center Metro		
2	On north side of G St and 11th St	Near Cosi & Metro Center Metro		
2	On 14th St, near intersection with N St	In front of 1301 14th St, Eden House		
2	On 14th St near intersection with N St	In front of 1301 14th St, Eden House		
2	On Pennsylvania at 14th St	In front of Willard Hotel		
2	On Pennsylvania Ave at 14th St	In front of Willard Hotel		
3	On Ordway St at Connecticut Ave (NE corner)	Across from California Tortilla		
3	On Ordway St at Connecticut Ave (NW corner)	Across from Alero		
3	On Ordway St at Connecticut Ave (NE corner)	Across from California Tortilla		
3	On Ordway St at Connecticut Ave (NW corner)	Across from Alero		
3	Brandywine St & Wisconsin Ave (NE corner)	Across Crivella Investment at 4027 Brandywine & Supercuts		
3	On 40th St & Albemarle St	Behind Hollywood video		
3	Brandywine St & Wisconsin Ave (NE corner)	Across Crivella Investment at 4027 Brandywine & Supercuts		
3	On 40th St & Albemarle St	Behind Hollywood video		
3	On Van Ness St at Connecticut Ave (NW corner)	Next to UDC		
3	On Windom Pl at Connecticut Ave (NW corner)	Next to Blockbuster		
3	On Van Ness St at Connecticut Ave (NW corner)	Next to UDC		
3	On Windom Pl at Connecticut Ave (NW corner)	Next to Blockbuster		

Ward	Location	Landmark	Bid	Rank
4	On 4th St at Blair Rd	Across from DC Floors, 6918 Blair; near Takoma Metro		
4	On 4th at Blair Rd	Across DC Floors at 6918 Blair; near Takoma Metro		
4	On Upshur, near intersection with 9th St	In front of 825 and 829 Upshur; near Georgia Ave Metro		
4	On Upshur St, near intersection with 9th St	In front of 825 and 829 Upshur St; near Georgia Ave Metro		
4	On Willow St NW (west side)	Next to fire hydrant		
4	On Willow St NW (west side)	Next to fire hydrant		
4	700 block of Kennedy St NW	In front of Tienda Latina		
4	700 block of Kennedy St NW	In front of Tienda Latina		
5	On Monroe St NE at 9th St	Near CUA/Brookland Metro, across from Brooks Mansion		
5	On Monroe St NE b/t 9th St & 10th St	Near CUA/Brookland Metro, across from Brooks Mansion		
5	On Maryland Ave b/t 17th St and Neal Rd, next to fire hydrant	Next to Hechinger Mall		
5	On Maryland Ave b/t 17th St and Neal Rd; next to fire hydrant	Next to Hechinger Mall		
5	On Harry Thomas Way at Eckington Pl	Near Sirius XM radio		
5	On Harry Thomas Way at Eckington Pl	Near Sirius XM radio		
6	On 14th St SE at Potomac Ave	By Potomac Yard Metro		
6	On 14th St SE at Potomac Ave	By Potomac Yard Metro		
6	On F St at 5th St NW	Next to Metro building		
6	On F St at 5th St NW	Next to Metro building		
6	On D St at 8 St SE	Across from Long & Foster Realtors, 721 D St SE		
6	On North Carolina Ave at 6th St SE (south side)	On triangle; near Pennsylvania Ave		
6	On F St NW, at N. Capitol St	Across from Dubliner Restaurant 4 F St NW		
6	On F St NW at N. Capitol St	Across from Dubliner Restaurant 4 F St NW		
6	On I St SW b/t 5th St and 6th St	Near Southeastern University & Waterside Mall		
6	On 8th St at D St NW	In front of Zipcar's office		

Ward	Location	Landmark	Bid	Rank
6	On Maryland Ave SW just east of 7th St	Near L'Enfant Plaza Metro		
6	On 8th St at D St NW	In front of Zipcar's office		
6	On 7th St near South Carolina Ave	Across SE branch of public library		
6	On I St SW b/t 5th St and 6th St	Near Southeastern University & Waterside Mall		
6	On Maryland Ave SW just east of 7th St	Near L'Enfant Plaza Metro		
6	On 700 block of 12th St NE	Near intersection with H St; at Auto Zone		
7	On north side of Central Ave NE at 46th St (4500 block)	Next to Benning Rd Metro station; near intersection with Benning Rd and E. Capitol St		
7	On south side of Dix St NE	Across from 3915c Dix St; near Safeway and intersection of Minnesota Ave & Benning Rd		
7	On north side of Central Ave NE at 46th St (4500 block)	Next to Benning Rd Metro station; near intersection with Benning Rd and E. Capitol St		
7	On north side of Grant St NE (4000 block)	Across from Minnesota Ave Metro station and Northside Medical Services Corp		
7	On south side of Dix St NE	Across from 3915c Dix St; near Safeway and intersection of Minnesota Ave & Benning Rd		
7	On north side of Grant St NE (4000 block)	Across from Minnesota Ave Metro station and Northside Medical Services Corp		
8	On V St b/t MLK Jr Ave & Shannon Pl	In MLK professional development; b/t 2041 and 2101 MLK		
8	On V St b/t MLK Jr Ave & Shannon Pl	In MLK professional development b/t 2041 and 2101 MLK Jr Ave		
8	On Elmira St, at S. Capitol St	Across from Crescent Park rental office		
8	On Elmira St at S. Capitol St	Across Crescent Park rental office		

C.2 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
1	Specifications	Standard Contract Provisions for Use with the Supplies and Services Contracts	(March 2007)

C.3 DEFINITIONS

These terms when used in this IFB have the following meanings:

- C.3.1 “Car-sharing vehicle” is defined as any vehicle available to multiple users who are required to join a membership organization in order to reserve and use such a vehicle for which they are charged an all-inclusive rate (including gas, parking, insurance, and maintenance) based on actual use as determined by time and/or mileage. Such vehicles are available through a self-service, paperless, fully automated reservation system and located at multiple widely distributed locations.
- C.3.2 “Contract Year” means a one-year period during the term of this Agreement. The first Contract Year begins on the Commencement Date and ends on the day prior to the on-year anniversary thereof. Each subsequent Contract Year shall begin on the immediately following anniversary of the Commencement Date and end on the day prior to the next anniversary thereof.
- C.3.3 “DDOT” means the Department of Transportation or its successor within the government of the District of Columbia.
- C.3.4 “Director DDOT” means the Director of the District of Columbia Department of Transportation acting as the Contract Officer and any representative duly authorized in writing to act on his or her behalf.
- C.3.5 “Non-public space” is defined as property located within DC that is either private property or other property that is not under the custody and/or control of the DC Government.
- C.3.6 “Bidder” means a party who submits a bid or proposal for consideration by an agency issuing a solicitation to DDOT in response to the IFB up to and through the selection date.
- C.3.7 “Invitation for Bids” or “IFB” means the Open Market Invitation No.: DCKA-2011-B-0090 issued and published by the District.

C.4 BACKGROUND

- C.4.1 The District was an early proponent of carsharing as an innovative way to help reduce traffic congestion and competition for parking spaces. Carsharing is a network of privately owned vehicles that are rented by the hour or day. Carsharing provides the mobility of a car without the expense of car ownership.
- C.4.2 Participants in a carsharing program pay an annual membership fee and an hourly fee to use a car. The hourly charges cover insurance, fuel, maintenance, and the rental rate. Depending on usage, this can be significantly cheaper than purchasing and owning a car.
- C.4.3 Experiences in other cities as well as independent studies show that a single carsharing vehicle can be used by 6 to 10 households, thus helping reduce parking and traffic congestion. For this reason, DDOT provides a limited number of strategically-placed curbside parking spaces for the exclusive use of carsharing vehicles. These spaces were selected in consultation with Advisory Neighborhood Commissions, businesses and community leaders.
- C.4.5 DDOT initially partnered with Flexcar and Zipcar to establish a low emission and environmentally friendly fleet of cars in the District. The vehicles are conveniently located near Metro stations and neighborhood centers throughout the city.
- C.4.6 The District Department of Transportation (DDOT) seeks to develop and maintain a cohesive sustainable transportation system that delivers safe, affordable, and convenient ways to move people and goods—while protecting and enhancing the natural, environmental, and cultural resources of the District of Columbia (the District). DDOT is committed to achieving an exceptional quality of life in the nation’s capital through more sustainable travel practices, safer streets and outstanding access to goods and services. Central to this vision is improving energy efficiency and modern mobility by providing next generation alternatives to single occupancy driving in the city. Thirty-seven percent of residents in the District do not own a car. In 2009, modal split was as follows: 36% transit share, 12% walk share, and 2.3% bike share. In 2009, the District had around 500 carsharing vehicles.
- C.4.7 DDOT manages the public right-of-way in the District, including on-street parking and seeks to reduce parking and traffic congestion while maintaining and enhancing mobility and access to jobs, housing, education, shopping and recreation. Studies have shown that carsharing participants tend to sell cars they own or forgo the purchase of additional cars. Carsharing also reduces the number of parking spaces required for drivers parking in DC in that only one parking space is needed for many drivers sharing the same vehicle. DDOT seeks to continue to educate the public about car-sharing and encourage participation in car-sharing by designating on-street parking spaces for the exclusive use of car-sharing vehicles.
- C.4.8 Pursuant to D.C. Municipal Regs. Tit. 18 § 2406, the Director of DDOT is authorized to establish such reserved on-street parking spaces for the exclusive use of car-sharing vehicles. DDOT has determined that it is in the public interest to charge a fee for rental of public space with respect to each parking space designated for use by car-sharing vehicles.

C.5 REQUIREMENTS

- C.5.1 The bidder must bid on all 86 spaces. Bidders must bid a minimum of \$3,600 per Ward 1 space, \$4,800 per Ward 2 space, \$4,200 per Ward 3 space, \$2,700 per Ward 4 space, \$2,400 per Ward 5 space, \$3,000 per Ward 6 space, \$2,400 per Ward 7 space and \$2,400 per Ward 8 space. Bidders do not need to bid an identical price for all spaces. DDOT reserves the right to make a single or multiple awards associated with this solicitation. Bidder must state a definite time for delivery of services. In the event that the District receives bids from 5 or more bidders, in order to ensure that a company operates in each Ward of the city, the District will only review the bid documents of the 4 companies with the highest total bid. DDOT reserves the right to reject any or all bidders at any time prior to acceptance of bids or award of Contract if such action is in DDOT or the public's best interest.
- C.5.2 **Vehicle Registration.** All CSF carsharing vehicles parked in DC shall be registered in DC and display DC license plates, regardless of whether they are stored on public or non-public space. In the event that a DC carsharing vehicle must be removed from service for repair or replacement, CSF may substitute a carsharing vehicle with valid non-DC registration and license plates for a maximum period of thirty (30) days per incident, provided that such vehicles may only be stored on non-public space. All cars stored in public space for public use shall be registered in DC and display DC license plates.
- C.5.3 **Parking.** CSF shall provide DDOT with a list of locations (latitude and longitude) for CSF carsharing vehicles parked in non-public space, and such locations shall be considered proprietary and confidential. No later than ninety (90) days following the contract award date, CSF shall establish such additional non-public parking spaces as needed to achieve a ratio in each Ward of two (2) non-public parking spaces to each on-street parking space designated by DDOT for use by CSF carsharing vehicles. Once this 2 to 1 requirement is met, additional on-street parking spaces issued by DDOT or acquired by the CSF does not have to meet this requirement.

On-street parking spaces designated by DDOT for use by CSF carsharing vehicles shall be demarked with "No Parking" signage (stencil markings are not relevant for this provision) affixed to an orange pole immediately adjacent to such space. CSF shall affix the CSF company logo to each CSF car-sharing vehicle to identify the vehicle as authorized to park in designated CSF car-sharing parking spaces. See J.9, Exhibit A for a visual representative example of the signage and markings that a CSF shall comply with in designating each space.

CSF shall assign one (1) carsharing vehicle for parking in each designated parking space, and shall require CSF customers to park the assigned car-sharing vehicle in the appropriate designated parking space when returning the vehicle. Every vehicle parking in DC in a DDOT on-street space or off street space shall be registered in DC and display DC license plates.

As provided in D.C. Mun. Regs. Tit. 18 § 2406.12(a)(3), CSF shall ensure that up to seven (7) cars are located in low-income neighborhoods as identified by DDOT. Additionally, CSF shall maintain cars in all eight (8) wards in DC.

Notwithstanding anything else provided herein, DDOT reserves the right to temporarily or permanently relocate any parking space designated for use by carsharing vehicles. DDOT further reserves the right to temporarily or permanently remove any such designation of use for any parking space covered under the terms of the contract and to resume the public use of such space.

C.5.5 Escrow Account. CSF shall be required to establish an escrow account of three months payment for any/all public spaces awarded to it by DDOT. Any interest earnings from the escrow account shall be retained by the CSF.

C.5.4 Reporting Requirements. CSF shall provide quarterly reports to DDOT covering Vehicle and Membership information by the 15th day of January, April, July and October following execution of this Agreement. The information shall include but not be limited to:

VEHICLE INFORMATION:

For the table below, the air pollution, fuel economy (city and highway) and green house score shall be determined by:

<http://www.epa.gov/greenvehicles/Index.do;sessionid=c3ab54182d9d6bc503b0e86d66012da85a1a8ac54f6b72487f02863804a66d6e>

Date Range												
CSF Name												
Office address												
Office address												
Office address												
Contact person												
Contact person email												
Contact person phone												
Count	Address (2000 14th St NW)	City	Zip	Ward	latitude	longitude	Make	Model	Year	Air Pollution Score	Fuel Economy (City/Hwy)	Green house Gas Score
1												
2												
3												
4												
5												
6												
7												
8												

In addition, CSF shall provide monthly reports to DDOT listing the locations of all CSF car-sharing vehicles located in DC. Each monthly report shall be in Excel format and shall include latitude and longitude for each location.

MEMBERSHIP INFORMATION:

Membership Count

Date Range										
CSF Name										
Office										
Office										
Office										
Contact										
Contact										
Contact										
	Membership start of Contract	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
DC										
VA										
MD										
Total										
	Membership start of Contract	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	Month 8	Month 9
Ward 1										
Ward 2										
Ward 3										
Ward 4										
Ward 5										
Ward 6										
Ward 7										
Ward 8										

Membership Location

Column1	Column2	Column3	Column4
Member Name	Address	Latitude of Address	Longitude of Address
Member 1			
Member 2			
Member 3			
Member 4			
Member 5			
Member 6			
Member 7			

ANNUAL REPORTING:

Annual membership survey asking (at a minimum):

- a. The number of cars owned prior to membership;
- b. The number of cars owned at the time of the survey;
- c. If the purchase of a vehicle planned prior to membership was subsequently abandoned due to membership;
- d. If miles regularly traveled by the member increased, declined or remained the same after membership;
- e. Whether walking, biking and transit trips by the member increased, declined or remained the same after membership;
- f. Any other metric as determined by DDOT

This raw data shall be held confidentially between DDOT and CSF. However, summary, order-of-magnitude and trend data can be made public. DDOT shall provide an advance copy to CSF before data is made public to solicit input.

C.5.5 Vehicle Emissions. CSF shall ensure that the average emission standard for the CSF DC fleet complies with ultra low emission standards as determined by the United States Environmental Protection Agency (US EPA).

C.5.6 Educational Materials. CSF shall stock carsharing educational materials receptacles with materials designed, produced and supplied by DDOT, in conjunction with CSF. CSF shall replenish the receptacles with such materials on an as-needed basis. CSF shall notify DDOT when additional copies of the materials are needed.

C.5.8 Maintenance of Designated Parking Spaces. CSF shall be responsible for maintenance of all parking spaces designated for use by CSF carsharing vehicles. Such maintenance includes painting and maintaining of pavement markings and also maintaining the orange car-sharing poles and signage affixed thereto.

All pavement markings and signs must be approved by DDOT and shall comply with the standards and specifications and/or directed by the engineer. For a visual representative example of the standards and specifications, please see J.9, Exhibit A. CSF shall not be responsible for any patching, repairing, or replacement of pavement.

C.5.9 Car Sharing Marketing and Advertising Activities. DDOT and CSF shall coordinate on marketing and advertising activities on which the Parties reasonably agree.

C.5.10 Parking by Unauthorized Vehicles. DDOT, DPW and MPD have agreed that violations of the “No Parking” rule at designated carsharing parking spaces should be aggressively ticketed and that towing of unauthorized vehicles should be requested immediately upon the issuance of tickets to such vehicles. DDOT has requested that DPW add carsharing tows to the existing set of towing activities which are referred to private crane operators when DPW cranes are not available.

The Director of DDOT may request that the Department of Motor Vehicles issue special license plates properly identifying carsharing vehicles as such pursuant to D.C. Mun. Regs. Tit. 18 § 2406.12(d), in order to aid in the enforcement efforts against unauthorized vehicles parked in the designated car-sharing parking spaces.

C.5.11 Use/Rental of Public Space. Within seven (7) days following the effective date of the contract execution, CSF shall submit an application for a public space permit/s, for use of the parking spaces pursuant to this Agreement. Upon DDOT’s approval of the application and payment of fees for the rental of public space as provided below, DDOT shall issue a public space permit/s to CSF for parking and maintenance activities pursuant to this Agreement. CSF shall apply annually for renewal of the public space permit as necessary to ensure that a public space permit remains in effect at all times during the remainder of the term of the contract and any extension or renewal hereof.

CSF shall bid on the 86 spaces starting at a minimum of \$3,600 per Ward 1 space, \$4,800 per Ward 2 space, \$4,200 per Ward 3 space, \$2,700 per Ward 4 space, \$2,400 per Ward 5 space, \$3,000 per Ward 6 space, \$2,400 per Ward 7 space and \$2,400 per Ward 8 space annually for each on-street parking space designated for use by CSF carsharing vehicles. Such fees shall be paid at the time of application and annually thereafter upon renewal of the public space permit required herein.

C.5.12 Expansion. If, during the contract year, a CSF discovers an on-street space that would be suitable for car sharing purposes that is not in its existing inventory, the CSF shall apply for a public space permit to place a car sharing vehicle in that location. As part of their application, the CSF shall also be required to notify the relevant ANC for public comment. DDOT shall accept bids for new on-street parking spaces once per quarter: January 15, April 15, July 15, and October 15. Proposed locations cannot be located on streets with:

- a. Snow Emergency Routes
- b. Emergency Evacuation Routes
- c. Rush Hour Restrictions
- d. Street Sweeping

The cost for such a space shall be the average amount of the existing spaces in the Ward in which the space is found. If DDOT approves of the space to be used for car sharing purposes, the CSF shall be allowed to rent the space until the date of its original contract expiration. If a proposed space requires the removal of parking meter(s), the CSF shall bear all costs of removal. After the date of contract expiration, the CSF shall be required to re-bid for that particular space. Payment for the space shall be pro-rated based upon the first date when the space is fully operational for car sharing purposes.

C.5.13Insurance. At all times during the term of the contract and any use of public space by CSF pursuant to the contract, CSF shall maintain the insurance coverage set forth below:

- (1) Commercial General Liability Insurance coverage of One Million Dollars (\$1,000,000) per occurrence with the District as an additional insured;
- (2) Comprehensive Automobile Liability Insurance coverage shall provide bodily injury and property damage liability covering the operation of all car-sharing vehicles parked in designated parking spaces pursuant to this Agreement. CSF shall carry such insurance in an amount of Two Hundred Thousand Dollars (\$200,000) per person and Five Hundred Thousand Dollars (\$500,000) combined single limit per occurrence for bodily injury and Twenty Thousand (\$20,000) per occurrence for property damage;
- (3) Property Damage Insurance coverage in an amount of Two Hundred Thousand Dollars (\$200,000) per occurrence;
- (4) Bodily Injury Liability Insurance coverage written on a comprehensive form of policy of at least Five Hundred Thousand Dollars (\$500,000) per occurrence;
- (5) Workers' Compensation Insurance coverage for all employees involved in operations pertaining to the contract including Employer's Liability Insurance coverage of at least One Hundred Thousand Dollars (\$100,000) per occurrence. CSF agrees to comply at all times with the provisions of the workers' compensation laws of the District;

All insurance provided by CSF, as required by this Section, except Comprehensive Automobile Liability insurance, shall set forth the District as an additional insured.

Insurance policies shall be written with responsible companies licensed by the District of Columbia Department of Consumer & Regulatory Affairs. The certificate of insurance must provide the District with a thirty (30) day written notice prior to its termination.

C.5.14 Indemnification. CSF shall defend, indemnify and hold harmless the District its officers, directors, employees, agents, servants, successors, assigns and subsidiaries (collectively “the Indemnified Parties”), from and against any and all losses and liabilities, penalties, fines, forfeitures, demands, claims, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorney’s fees), which any of the Indemnified Parties may hereafter incur, be responsible for, or pay as a result of any and all legal liabilities associated with the use of public space by CSF vehicles, *provided* that CSF shall not be so obligated in the event that the claim or occurrence at issue arose out of the gross negligence or willful misconduct of the Indemnified Parties or any one of them

C.5.15 Severance of Terms and Compliance with Applicable Law. The Parties shall comply with all applicable laws, regulations, and rules. The contract is subject to all laws regulations and rules governing the Parties hereinafter enacted or promulgated. If any term or provision of the contract is held to be invalid or illegal, such term or provision shall not affect the validity or enforceability of the remaining terms and provisions of the contract. Meeting the terms of the contract shall not excuse any failure to comply with all applicable laws, regulations, and rules, whether or not these laws and regulations are specifically listed in the contract.

No Waiver. Nothing in the contract shall be deemed to waive any rights of any kind that a Party now has, or may hereinafter have, to assert any claim against the other Party or any other person or entity, including, without limitation, claims with respect to any and all past events or activities of the other Party or of any person or entity.

C.5.16 No Right, Title or Interest. CSF expressly acknowledges that the contract does not constitute a conveyance of real property since District officials do not have the authority to convey District real property, in whole or in part, absent District of Columbia Council approval as required by D.C. Official Code § 10-801.

C.5.17 Applicable Law and Binding Nature. The contract shall be construed under the laws of the District of Columbia without reference to conflicts of laws principles. The contract shall be binding upon the heirs, personal representatives, successors, grantees and assigns of the respective parties hereto.

The Bidder must include, in their proposals, a narrative describing past carsharing performance in the District of Columbia or other municipalities in which they have operated.

The Bidder shall provide specific metrics proving program success, including but not limited to membership, number of vehicles, membership growth, awards or accolades, customer reviews, and contact persons and telephone numbers for reference.

The Bidder will be evaluated on their track record in successfully providing these services.

The Bidder shall describe their success with reducing parking demand by reducing the number of private vehicles owned in past performance.

Vehicles that were either sold or not purchased because of the existence of car sharing can be included.

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

E.1 Not applicable

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of two base year periods from date of award specified on the cover page of this contract.

F.2 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the CA identified in section G.9 in accordance with the following:

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001	<u>WARD 1</u> List all Carsharing Vehicles in DC (Section C.5.4); DC Membership number & Rate of Growth (Section C.5.4); Geographical distribution of membership in a format as determined by DDOT (Section C.5.4); Utilization per vehicle per month for each in a public space & average utilization of the entire fleet both in public & non-public space (Section C.5.4); Annual Membership Survey (Section C.5.4)	2	Quarterly Reports, Submit on CD in MSWord, Times New Roman, 12 point font size to DDOT/CA	15 th of January, April, July and December
0002	<u>WARD 2</u> List all Carsharing Vehicles in DC (Section C.5.4); DC Membership number & Rate of Growth (Section C.5.4); Geographical distribution of membership in a format as determined by DDOT (Section C.5.4); Utilization per vehicle per	2	Quarterly Reports, Submit on CD in MSWord, Times New Roman, 12 point font size to DDOT/CA	15 th of January, April, July and December

	month for each in a public space & average utilization of the entire fleet both in public & non-public space (Section C.5.4); Annual Membership Survey (Section C.5.4)			
0003	<u>WARD 3</u> List all Carsharing Vehicles in DC (Section C.5.4); DC Membership number & Rate of Growth (Section C.5.4); Geographical distribution of membership in a format as determined by DDOT (Section C.5.4); Utilization per vehicle per month for each in a public space & average utilization of the entire fleet both in public & non-public space (Section C.5.4); Annual Membership Survey (Section C.5.4)	2	Quarterly Reports, Submit on CD in MSWord, Times New Roman, 12 point font size to DDOT/CA	15 th of January, April, July and December
0004	<u>WARD 4</u> List all Carsharing Vehicles in DC (Section C.5.4); DC Membership number & Rate of Growth (Section C.5.4); Geographical distribution of membership in a format as determined by DDOT (Section C.5.4); Utilization per vehicle per month for each in a public space & average utilization of the entire fleet both in public & non-public space (Section C.5.4); Annual Membership Survey (Section C.5.4)	2	Quarterly Reports, Submit on CD in MSWord, Times New Roman, 12 point font size to DDOT/CA	15 th of January, April, July and December

0005	<u>WARD 5</u> List all Carsharing Vehicles in DC (Section C.5.4); DC Membership number & Rate of Growth (Section C.5.4); Geographical distribution of membership in a format as determined by DDOT (Section C.5.4); Utilization per vehicle per month for each in a public space & average utilization of the entire fleet both in public & non-public space (Section C.5.4); Annual Membership Survey (Section C.5.4)	2	Quarterly Reports, Submit on CD in MSWord, Times New Roman, 12 point font size to DDOT/CA	15 th of January, April, July and December
0006	<u>WARD 6</u> List all Carsharing Vehicles in DC (Section C.5.4); DC Membership number & Rate of Growth (Section C.5.4); Geographical distribution of membership in a format as determined by DDOT (Section C.5.4); Utilization per vehicle per month for each in a public space & average utilization of the entire fleet both in public & non-public space (Section C.5.4); Annual Membership Survey (Section C.5.4)	2	Quarterly Reports, Submit on CD in MSWord, Times New Roman, 12 point font size to DDOT/CA	15 th of January, April, July and December
0007	<u>WARD 7</u> List all Carsharing Vehicles in DC (Section C.5.4); DC Membership number & Rate of Growth (Section C.5.4); Geographical distribution	2	Quarterly Reports, Submit on CD in MSWord, Times New Roman, 12 point font size to DDOT/CA	15 th of January, April, July and December

	<p>of membership in a format as determined by DDOT (Section C.5.4);</p> <p>Utilization per vehicle per month for each in a public space & average utilization of the entire fleet both in public & non-public space (Section C.5.4);</p> <p>Annual Membership Survey (Section C.5.4)</p>			
0008	<p>WARD 8</p> <p>List all Carsharing Vehicles in DC (Section C.5.4);</p> <p>DC Membership number & Rate of Growth (Section C.5.4);</p> <p>Geographical distribution of membership in a format as determined by DDOT (Section C.5.4);</p> <p>Utilization per vehicle per month for each in a public space & average utilization of the entire fleet both in public & non-public space (Section C.5.4);</p> <p>Annual Membership Survey (Section C.5.4)</p>	2	<p>Quarterly Reports, Submit on CD in MSWord, Times New Roman, 12 point font size to DDOT/CA</p>	<p>15th of January, April, July and December</p>

SECTION G: CONTRACT ADMINISTRATION

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 The District shall not make final payment to the Contractor until the agency 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 PAYMENT

G.4.1 Not applicable

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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;
- 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 seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this 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 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.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Jerry M. Carter, Contracting Officer
Office of Contracting and Procurement
District Department of Transportation
55 M Street, SE, Washington, DC 20003
(202) 671-2270
E-mail: jerry.carter@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The CO 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 CO.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:

Josh Moskowitz
Progressive Transportation Services Administration (PTSA)
55 M Street, SE, 5th Floor

Washington, DC 20003

Phone: (202) 359-5514

E-mail: josh.moskowitz@dc.gov

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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 Department of Employment Services ("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 No.: 2005-2103, Revision No. 10, Date of Revision: 06/15/2010 as of the date of the issuance of this RFP, issued 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.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO 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 CO 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 CA 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 CA will forward a copy to the

Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. 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.4) 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 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 of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify 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 The CO may waive the provisions of section H.5.4 if the CO finds that:

- (1) A good faith effort to comply is demonstrated by the Contractor;
- (1) 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.

- (2) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (3) DOES certify 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.5.6 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO 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 CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

H.5.7 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 CO 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 this contract any decision of the CO pursuant to this section H.5.8.

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

H.6 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 programs and activities. See 29 U.S.C. § 794 *et seq.*

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

During the performance of this 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 WAY TO WORK AMENDMENT ACT OF 2006

H.8.1 Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

H.8.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
 - (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.8.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 DISTRICT RESPONSIBILITIES

H.9.1 The District will not unreasonably withhold any documentation, specifications, data, reports, policies, guidelines, regulations, standards, or other information that would assist the Contractor in the performance of its duties under this contract.

H.9.2 The District will not provide any equipment to the Contractor.

H.9.3 The District will not be responsible for personal injury, damage to, or loss of property, equipment or materials in regard to these specifications.

H.10 CONTRACTOR RESPONSIBILITIES

H.10.1 The offeror shall organize the business, procure necessary equipment, obtain all necessary licenses and permits, and have a complete organization ready to begin service at the start date of the contract.

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 March 2007 (“SCP”) are incorporated as part of the contract. 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

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information 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;
- 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 CO. 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 have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. 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 and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured,

shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. 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 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$1,000,000 per occurrence, including the District of Columbia as additional insured.

- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **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.
- F. **NOTIFICATION.** The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Jerry M. Carter, Contracting Officer
District Department of Transportation
55 M Street, SE Washington, DC 20003
Phone: (202) 671-2270
E-mail: jerry.carter@dc.gov

H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

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.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this IFB will contain the following clause:

ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

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 CO.

I.12 GOVERNING LAW

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference. *[However, include ONLY J.1, J.2, J.5 and J.6 in the final contract.]*

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No.: 2005-2103, Revision No.: 10, Date of Revision: 06/15/2010
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on "Solicitation Attachments"
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	"Exhibit A" Carsharing Signage Markings
J.9	"Exhibit B" DCMR 27 – Section 1543 – Resolving Tie Bids

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable line, 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 bidder is a foreign entity, it operates as:

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

K.2 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 bidder 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.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

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

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 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.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each bidder shall check one of the following:

_____ No person listed in clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in clause 13 of the SCP (Attachment J.1) may benefit from this contract. For each person listed, attach the affidavit required by clause 13

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder 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 bidder 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 bidder, directly or indirectly, to any other bidder or competitor before contract opening unless otherwise required by law; and

3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

- 1) Is the person in the bidder'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 bidder's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above 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 bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

K.7 CERTIFICATION OF ELIGIBILITY

The bidder's signature shall be considered a certification by the signatory that the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the bidder's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the bidder. Providing false information may result in criminal prosecution or administrative sanctions.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1** The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2** The District intends to award multiple contracts resulting from this solicitation to the responsive and responsible bidders who have the lowest bid in accordance with Section C.1.6.

L.2 PREPARATION AND SUBMISSION OF BIDS

- L.2.1** Bidders shall submit a signed original and seven (7) copies as specified in Section A.9. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted as specified in Section A.3 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. DCKA-2011-B-0090".**
- L.2.2** The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.2.3** The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- L.2.4** The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.
- L.2.5** The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs in section B.4 will render the bid non-responsive and disqualify a bid.

L.3 FAMILIARIZATION WITH CONDITIONS

Bidders 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. Bidders 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.4 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00p.m. local time on July 6, 2011 as specified in Section A.9.

L.5 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.6 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.6.1 Bids, modifications to bids, 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 bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- i. The bid or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.6.2 Postmarks

The only acceptable evidence to establish the date of a late bid, 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 bid, modification or 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 bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.6.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.6.4 Late Modifications

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

L.6.5 Late Bids

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

L.7 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

L.8 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.9 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the CO. The prospective bidder shall submit questions no later than to be determined (TBD) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than (TBD) days before the date set for submission of bids. The District will furnish responses promptly to all prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.10 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the CO, District Department of Transportation, 55 M Street, SE, Washington, DC 20003 at telephone (202) 671-2270, 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, District Department of Transportation, of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO, District Department of Transportation, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.11 BID PROTESTS

Any actual or prospective bidder 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 ten (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 prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the

next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.12 SIGNING OF BIDS

L.12.1 The bidder shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids 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.12.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.13 ACKNOWLEDGMENT OF AMENDMENTS

The bidder 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, telegram or e-mail from an authorized representative. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.14 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

L.15 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of bidder;

L.15.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder 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 bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

- L.15.3** If the bidder 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.16 BID OPENING

The District shall publicly open bids submitted in response to this IFB. The District shall read aloud or otherwise make available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.17 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Jerry M. Carter, Contracting Officer
District Department of Transportation
55 M Street, SE
Washington, DC 20003
Phone: (202) 671-2270
E-mail: jerry.carter@dc.gov

L.18 GENERAL STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District its 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.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.18.2** 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.18.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

L.19 SPECIAL STANDARDS OF RESPONSIBILITY

- L.19.1** Bidders must include, in their proposals, a narrative describing past carsharing performance in the District of Columbia or other municipalities in which they have operated.
- L.19.2** Bidders shall provide specific metrics proving program success, including but not limited to membership, number of vehicles, membership growth, awards or accolades, customer reviews, and contact persons and telephone numbers for reference.
- L.19.3** Bidders will be evaluated on their track record in successfully providing these services.
- L.19.4** Bidders shall describe their success with reducing parking demand by reducing the number of private vehicles owned in past performance.
- L.19.5** Vehicles that were either sold or not purchased because of the existence of car sharing can be included.
- L.19.6** Bidders will be evaluated on the price offered for the 86 spaces.
- L.19.7** Bidders shall describe, and will be evaluated on, customer service, variety of vehicles including alternative fueled vehicles, availability of ADA accessible vehicles, insurance, registration/reservation procedures, member costs, vehicle amenities, and other amenities offered by the carsharing company to District of Columbia members.
- L.19.8** Bidders shall provide a plan which identifies the major aspects in accomplishing the intended shared car program. Identify all functions/tasks which DDOT must perform to assist in the intended shared car program.
- L.19.9** Bidders describe their plans to promote alternative forms of transportation to complement carsharing and plans to expand access to automobiles for residents who do not own a car.
- L.19.10** Bidders must demonstrate that the bidder's project manager has successfully performed on projects in the past that are similar to the work defined in the Scope of Services of the IFB and that other key project personnel have a level of experience that is appropriate to perform the work.
- L.19.11** Bidders must include resumes for the project manager and the project personnel and designate a team of professionals dedicated to the District of Columbia.