

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 of 87	
2. Amendment/Modification Number Amendment No. 3		3. Effective Date See Block 16C	4. Requisition/Purchase Request No.	5. Solicitation Caption: On-Street Parking Spaces for Carsharing Vehicles	
6. Issued By: District Department of Transportation Office of Contracting and Procurement 55 M Street, SE, 7th Floor Washington, D.C. 20003		Code	7. Administered By (If other than line 6) Office of Contracting and Procurement Bid Room Frank D. Reeves Municipal Center 2000 14th Street, N.W., 3rd Floor Washington, D.C. 20009		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			<input checked="" type="checkbox"/> 9A. Amendment of Solicitation No. DCKA-2011-B-0090		
				9B. Dated (See Item 11)	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code		Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>2</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
A. This change order is issued pursuant to: (Specify Authority)					
The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
<p>The purpose of this Amendment is to inform interested prospective vendors of the following changes:</p> <p style="text-align: center;"><u>Pre-bid Meeting</u> <u>"Questions/Responses"</u></p> <p>Attached are Questions/Responses to the Pre-Bid Meeting(14 pages).</p> <p style="text-align: center;"><u>"USDOL Service Contract Act (SCA) Wage Determinations"</u></p> <p>DELETE in its entirety SCA Wage Determination No. 2005-2103, Revision No. 10, Date of Revision 06/15/2010 and REPLACE with SCA Wage Determination No. 2005-2103, Revision No. 11, Date of Revision 06/13/2011 per attachment (10 pages)</p> <p style="text-align: center;"><u>"Revised Invitation for Bids (IFB)"</u></p> <p>DELETE in its entirety the IFB and REPLACE with Revised Invitation for Bids (61 pages) including the Solicitation, Offer Award page (per attachment). INSERT Exhibit A - Carsharing Markings -DDOT (6 pages). INSERT Exhibit B - DCMR 27 Section 1543 - Resolving Tie Bids (1 page) per attachment.</p> <p style="text-align: center;"><u>"Example 1 - pdf & Example 2 - jpg per attachment"</u></p> <p style="text-align: center;"><u>"Bid Opening Date"</u></p> <p>The Bid Opening Date (BOD) remains as July 15, 2011 no later than 2:00pm.</p>					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer		
			Jerry M. Carter		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed
(Signature of person authorized to sign)			(Signature of Contracting Officer)		7/8/2011

SOLICITATION, OFFER, AND AWARD		1. Caption: ON-STREET PARKING SPACES FOR CARSHARING VEHICLES		Page of Pages 1 62	
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 15-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) (Number) (Ext) 202 671-2274 N/A		C. E-mail Address cora.boykin@dc.gov
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11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	45
X	B	Supplies or Services and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	19	X	J	List of Attachments	52
x	D	Packaging and Marking	29	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	30	X	K	Representations, certifications and other statements of offerors	53
X	F	Deliveries or Performance	31				
X	G	Contract Administration Data	36	X	L	Instructions, conditions & notices to offerors	57
X	H	Special Contract Requirements	40	X	M	Evaluation factors for award	N/A

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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

Amendment No. 3 – “Revised Invitation for Bids (IFB)”

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-four (84) 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 The definite-quantity of services required for this contract is a total of eighty-six (84) on-street parking spaces.

B.4 PRICE SCHEDULE

B.4 BASE YEAR ONE

Ward	Space Number	Car Sharing ID	Location	Landmark	Minimum Price	Annual Bid	Rank
1	1	010114TH	On 14th St at U St NW	Beside Reeves Center	\$3,600		
1	2	010214TH	On 14th at U St NW	Beside Reeves Center	\$3,600		
1	3	0103CHMP	On Champlain St b/t Columbia Rd and Euclid St	In front of City Bikes (2503 Champlain St)	\$3,600		
1	4	010418TH	On 18th St, at Wyoming Ave (2100 18th St NW)	In front of Marie Reed, near tennis courts	\$3,600		
1	5	010518TH	On 18th St, at Wyoming Ave (2100 18th St NW)	In front of Marie Reed, near tennis courts	\$3,600		
1	6	0106CHMP	On Champlain St at Kalorama Rd	Across from 2203 Champlain St; behind Marie Reed School	\$3,600		
1	7	0107CALI	On California St at 19th St (north side)	Across from 1875 California St	\$3,600		
1	8	010818TH	2300 18th St NW (east side)	In front of San Marco restaurant & dentist office	\$3,600		
1	9	010918TH	2305 18th St NW (east side)	In front of San Marco restaurant & dentist office	\$3,600		
1	10	0110CLMB	1930 Columbia Rd	In front of Gelmarc Towers	\$3,600		
1	11	0111MTPL	3251 Mt Pleasant St	In front of Habitat Real Estate	\$3,600		

1	12	0112MTPL	3251 Mt Pleasant St	In front of Habitat Real Estate	\$3,600		
1	13	0113MTPL	3010 Mt Pleasant St	In front of Embassy Apts.	\$3,600		
1	14	0114MTPL	In front of 3010 Mt Pleasant St	In front of Embassy Apts.	\$3,600		
1	15	011514TH	2400 block of 14th St. (west side)	2 spaces closest to Chapin St and the fire hydrant	\$3,600		
1	16	011614TH	2400 block of 14th St (west side)	2 spaces closest to Chapin St and the fire hydrant	\$3,600		
2	17	021721ST	On 21st St b/t I St and Pennsylvania Ave	Across from TGI Friday's	\$4,800		
2	18	021821ST	On 21st St b/t I St and Pennsylvania Ave	Across from TGI Friday's	\$4,800		
2	19	021914TH	On 14th St b/t Q St and Corcoran St	Side of 1601 14th St	\$4,800		
2	20	022014TH	On 14th St b/t Q St and Corcoran St	Side of 1601 14th St	\$4,800		
2	21	0221BATN	On Bataan St b/t Massachusetts Ave and Rhode Island Ave (south end)	Next to park, on Western end of Scott Circle	\$4,800		
2	22	0222BATN	On Bataan St b/t Massachusetts Ave and Rhode Island Ave (north end)	Next to park, on Western end of Scott Circle	\$4,800		

2	23	0223BATN	On Bataan St b/t Massachusetts Ave and Rhode Island Ave (south end)	Next to park, on Western end of Scott Circle	\$4,800		
2	24	0224BATN	On Bataan St b/t Massachusetts Ave and Rhode Island Ave (north end)	Next to park, on Western end of Scott Circle	\$4,800		
2	25	0225WATR	On Water St, near intersection of 33rd St	Across from 3301 Water St	\$4,800		
2	26	0226WATR	On Water St near intersection of 33rd St	Across 3301 Water St	\$4,800		
2	27	0227GST	On north side of G St and 11th St	Near Cosi & Metro Center Metro	\$4,800		
2	28	0228GST	On north side of G St and 11th St	Near Cosi & Metro Center Metro	\$4,800		
2	29	022914TH	On 14th St, near intersection with N St	In front of 1301 14th St, Eden House	\$4,800		
2	30	023014TH	On 14th St near intersection with N St	In front of 1301 14th St, Eden House	\$4,800		
2	31	0231PENN	On Pennsylvania at 14th St	In front of Willard Hotel	\$4,800		
2	32	0232PENN	On Pennsylvania Ave at 14th St	In front of Willard Hotel	\$4,800		

3	33	0333ORDW	On Ordway St at Connecticut Ave (NE corner)	Across from California Tortilla	\$4,200		
3	34	0334ORDW	On Ordway St at Connecticut Ave (NW corner)	Across from Alero	\$4,200		
3	35	0335ORDW	On Ordway St at Connecticut Ave (NE corner)	Across from California Tortilla	\$4,200		
3	36	0336ORDW	On Ordway St at Connecticut Ave (NW corner)	Across from Alero	\$4,200		
3	37	0337BRAN	Brandywine St & Wisconsin Ave (NE corner)	Across Crivella Investment at 4027 Brandywine & Supercuts	\$4,200		
3	38	0338BRAN	Brandywine St & Wisconsin Ave (NE corner)	Across Crivella Investment at 4027 Brandywine & Supercuts	\$4,200		
3	39	0339FDRI	On 40th St & Albemarle St	Behind Hollywood video	\$4,200		
3	40	0340FDRI	On 40th St & Albemarle St	Behind Hollywood video	\$4,200		

3	41	0341VNES	On Van Ness St at Connecticut Ave (NW corner)	Next to UDC	\$4,200		
3	42	0342VNES	On Van Ness St at Connecticut Ave (NW corner)	Next to UDC	\$4,200		
3	43	0343WIND	On Windom Pl at Connecticut Ave (NW corner)	Next to Blockbuster	\$4,200		
3	44	0344WIND	On Windom Pl at Connecticut Ave (NW corner)	Next to Blockbuster	\$4,200		
4	45	04454TH	4th Street at Blair Road	Across from DC Floors, 6918 Blair; near Takoma Metro	\$2,700		
4	46	04464TH	On 4th at Blair Rd	Across DC Floors at 6918 Blair; near Takoma Metro	\$2,700		
4	47	0447UPSH	On Upshur, near intersection with 9th St	In front of 825 and 829 Upshur; near Georgia Ave Metro	\$2,700		
4	48	0448UPSH	On Upshur St, near intersection with 9th St	In front of 825 and 829 Upshur St; near Georgia Ave Metro	\$2,700		
4	49	0449WILW	On 6900 block Willow St NW (west side)	Next to fire hydrant	\$2,700		
4	50	0450WILW	On 6900 block of Willow St NW (west side)	Next to fire hydrant	\$2,700		

4	51	0451KENN	700 block of Kennedy St NW	In front of Tienda Latina	\$2,700		
4	52	0452KENN	700 block of Kennedy St NW	In front of Tienda Latina	\$2,700		
5	53	0553MONR	On Monroe St NE at 9th St	Near CUA/Brookland Metro, across from Brooks Mansion	\$2,400		
5	54	0554MONR	On Monroe St NE b/t 9th St & 10th St	Near CUA/Brookland Metro, across from Brooks Mansion	\$2,400		
5	55	0555MARY	On Maryland Ave b/t 17th St and Neal Rd, next to fire hydrant	Next to Hechinger Mall	\$2,400		
5	56	0556MARY	On Maryland Ave b/t 17th St and Neal Rd; next to fire hydrant	Next to Hechinger Mall	\$2,400		
5	57	0557HARR	On Harry Thomas Way at Eckington Pl	Near Sirius XM radio	\$2,400		
5	58	0558HARR	On Harry Thomas Way at Eckington Pl	Near Sirius XM radio	\$2,400		
6	59	065914TH	On 14th St SE at Potomac Ave	By Potomac Yard Metro	\$3,000		
6	60	066014TH	On 14th St SE at Potomac Ave	By Potomac Yard Metro	\$3,000		
6	61	0661FST	On F St at 5th St NW	Next to Metro building	\$3,000		

6	62	0662FST	On F St at 5th St NW	Next to Metro building	\$3,000		
6	63	0663DST	On D St at 8 St SE	Across from Long & Foster Realtors, 721 D St SE	\$3,000		
6	64	0664NCAR	On North Carolina Ave at 6th St SE (south side)	On triangle; near Pennsylvania Ave	\$3,000		
6	65	0665FST	On F St NW, at N. Capitol St	Across from Dubliner Restaurant 4 F St NW	\$3,000		
6	66	0666FST	On F St NW at N. Capitol St	Across from Dubliner Restaurant 4 F St NW	\$3,000		
6	67	0671IST	On I St SW b/t 5th St and 6th St	Near Southeastern University & Waterside Mall	\$3,000		
6	68	0668IST	On I St SW b/t 5th St and 6th St	Near Southeastern University & Waterside Mall	\$3,000		
6	69	06698TH	On 8th St at D St NW	In front of Zipcar's office	\$3,000		
6	70	06708TH	On 8th St at D St NW	In front of Zipcar's office	\$3,000		
6	71	0671MARY	On Maryland Ave SW just east of 7th St	Near L'Enfant Plaza Metro	\$3,000		
6	72	0672MARY	On Maryland Ave SW just east of 7th St	Near L'Enfant Plaza Metro	\$3,000		
6	73	06737TH	On 7th St near South Carolina Ave	Across SE branch of public library	\$3,000		
6	74	067412TH	On 700 block of 12th St NE	Near intersection with H St; at Auto Zone	\$3,000		
7	75	0775DIX	On south side of Dix St NE	Across from 3915c Dix St; near Safeway and intersection of Minnesota Ave &	\$2,400		

				Benning Rd			
7	76	0776DIX	On south side of Dix St NE	Across from 3915c Dix St; near Safeway and intersection of Minnesota Ave & Benning Rd	\$2,400		
7	77	0777CENT	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	\$2,400		
7	78	0778CENT	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	\$2,400		
7	79	0779GRAN	On north side of Grant St NE (4000 block)	Across from Minnesota Ave Metro station and Northside Medical Services Corp	\$2,400		
7	80	0780GRAN	On north side of Grant St NE (4000 block)	Across from Minnesota Ave Metro station and Northside Medical Services Corp	\$2,400		
8	81	0881MLK	On V St b/t MLK Jr Ave & Shannon Pl	In MLK professional development; b/t 2041 and 2101 MLK	\$2,400		
8	82	0882MLK	On V St b/t MLK Jr Ave & Shannon Pl	In MLK professional development b/t 2041 and 2101 MLK Jr Ave	\$2,400		
8	83	0883ELMI	On Elmira St, at S. Capitol St	Across from Crescent Park rental office	\$2,400		
8	84	0884ELMI	On Elmira St at S. Capitol St	Across Crescent Park rental office	\$2,400		

B.5 OPTION YEAR ONE

Ward	Space Number	Car Sharing ID	Location	Landmark	Minimum Price	Annual Bid	Rank
1	1	010114TH	On 14th St at U St NW	Beside Reeves Center	\$3,600		
1	2	010214TH	On 14th at U St NW	Beside Reeves Center	\$3,600		
1	3	0103CHMP	On Champlain St b/t Columbia Rd and Euclid St	In front of City Bikes (2503 Champlain St)	\$3,600		
1	4	010418TH	On 18th St, at Wyoming Ave (2100 18th St NW)	In front of Marie Reed, near tennis courts	\$3,600		
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1	11	0111MTPL	3251 Mt Pleasant St	In front of Habitat Real Estate	\$3,600		
1	12	0112MTPL	3251 Mt Pleasant St	In front of Habitat Real Estate	\$3,600		
1	13	0113MTPL	3010 Mt Pleasant St	In front of Embassy Apts.	\$3,600		

1	14	0114MTPL	In front of 3010 Mt Pleasant St	In front of Embassy Apts.	\$3,600		
1	15	011514TH	2400 block of 14th St. (west side)	2 spaces closest to Chapin St and the fire hydrant	\$3,600		
1	16	011614TH	2400 block of 14th St (west side)	2 spaces closest to Chapin St and the fire hydrant	\$3,600		
2	17	021721ST	On 21st St b/t I St and Pennsylvania Ave	Across from TGI Friday's	\$4,800		
2	18	021821ST	On 21st St b/t I St and Pennsylvania Ave	Across from TGI Friday's	\$4,800		
2	19	021914TH	On 14th St b/t Q St and Corcoran St	Side of 1601 14th St	\$4,800		
2	20	022014TH	On 14th St b/t Q St and Corcoran St	Side of 1601 14th St	\$4,800		
2	21	0221BATN	On Bataan St b/t Massachusetts Ave and Rhode Island Ave (south end)	Next to park, on Western end of Scott Circle	\$4,800		
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2	23	0223BATN	On Bataan St b/t Massachusetts Ave and Rhode Island Ave (south end)	Next to park, on Western end of Scott Circle	\$4,800		
2	24	0224BATN	On Bataan St b/t Massachusetts Ave and Rhode Island Ave (north end)	Next to park, on Western end of Scott Circle	\$4,800		
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2	28	0228GST	On north side of G St and 11th St	Near Cosi & Metro Center Metro	\$4,800		
2	29	022914TH	On 14th St, near intersection with N St	In front of 1301 14th St, Eden House	\$4,800		
2	30	023014TH	On 14th St near intersection with N St	In front of 1301 14th St, Eden House	\$4,800		
2	31	0231PENN	On Pennsylvania at 14th St	In front of Willard Hotel	\$4,800		
2	32	0232PENN	On Pennsylvania Ave at 14th St	In front of Willard Hotel	\$4,800		

3	33	0333ORDW	On Ordway St at Connecticut Ave (NE corner)	Across from California Tortilla	\$4,200		
3	34	0334ORDW	On Ordway St at Connecticut Ave (NW corner)	Across from Alero	\$4,200		
3	35	0335ORDW	On Ordway St at Connecticut Ave (NE corner)	Across from California Tortilla	\$4,200		
3	36	0336ORDW	On Ordway St at Connecticut Ave (NW corner)	Across from Alero	\$4,200		
3	37	0337BRAN	Brandywine St & Wisconsin Ave (NE corner)	Across Crivella Investment at 4027 Brandywine & Supercuts	\$4,200		
3	38	0338BRAN	Brandywine St & Wisconsin Ave (NE corner)	Across Crivella Investment at 4027 Brandywine & Supercuts	\$4,200		
3	39	0339FDRI	On 40th St & Albemarle St	Behind Hollywood video	\$4,200		
3	40	0340FDRI	On 40th St & Albemarle St	Behind Hollywood video	\$4,200		

3	41	0341VNES	On Van Ness St at Connecticut Ave (NW corner)	Next to UDC	\$4,200		
3	42	0342VNES	On Van Ness St at Connecticut Ave (NW corner)	Next to UDC	\$4,200		
3	43	0343WIND	On Windom Pl at Connecticut Ave (NW corner)	Next to Blockbuster	\$4,200		
3	44	0344WIND	On Windom Pl at Connecticut Ave (NW corner)	Next to Blockbuster	\$4,200		
4	45	04454TH	4th Street at Blair Road	Across from DC Floors, 6918 Blair; near Takoma Metro	\$2,700		
4	46	04464TH	On 4th at Blair Rd	Across DC Floors at 6918 Blair; near Takoma Metro	\$2,700		
4	47	0447UPSH	On Upshur, near intersection with 9th St	In front of 825 and 829 Upshur; near Georgia Ave Metro	\$2,700		
4	48	0448UPSH	On Upshur St, near intersection with 9th St	In front of 825 and 829 Upshur St; near Georgia Ave Metro	\$2,700		
4	49	0449WILW	On 6900 block Willow St NW (west side)	Next to fire hydrant	\$2,700		
4	50	0450WILW	On 6900 block of Willow St NW (west side)	Next to fire hydrant	\$2,700		

4	51	0451KENN	700 block of Kennedy St NW	In front of Tienda Latina	\$2,700		
4	52	0452KENN	700 block of Kennedy St NW	In front of Tienda Latina	\$2,700		
5	53	0553MONR	On Monroe St NE at 9th St	Near CUA/Brookland Metro, across from Brooks Mansion	\$2,400		
5	54	0554MONR	On Monroe St NE b/t 9th St & 10th St	Near CUA/Brookland Metro, across from Brooks Mansion	\$2,400		
5	55	0555MARY	On Maryland Ave b/t 17th St and Neal Rd, next to fire hydrant	Next to Hechinger Mall	\$2,400		
5	56	0556MARY	On Maryland Ave b/t 17th St and Neal Rd; next to fire hydrant	Next to Hechinger Mall	\$2,400		
5	57	0557HARR	On Harry Thomas Way at Eckington Pl	Near Sirius XM radio	\$2,400		
5	58	0558HARR	On Harry Thomas Way at Eckington Pl	Near Sirius XM radio	\$2,400		
6	59	065914TH	On 14th St SE at Potomac Ave	By Potomac Yard Metro	\$3,000		
6	60	066014TH	On 14th St SE at Potomac Ave	By Potomac Yard Metro	\$3,000		
6	61	0661FST	On F St at 5th St NW	Next to Metro building	\$3,000		

6	62	0662FST	On F St at 5th St NW	Next to Metro building	\$3,000		
6	63	0663DST	On D St at 8 St SE	Across from Long & Foster Realtors, 721 D St SE	\$3,000		
6	64	0664NCAR	On North Carolina Ave at 6th St SE (south side)	On triangle; near Pennsylvania Ave	\$3,000		
6	65	0665FST	On F St NW, at N. Capitol St	Across from Dubliner Restaurant 4 F St NW	\$3,000		
6	66	0666FST	On F St NW at N. Capitol St	Across from Dubliner Restaurant 4 F St NW	\$3,000		
6	67	0671IST	On I St SW b/t 5th St and 6th St	Near Southeastern University & Waterside Mall	\$3,000		
6	68	0668IST	On I St SW b/t 5th St and 6th St	Near Southeastern University & Waterside Mall	\$3,000		
6	69	06698TH	On 8th St at D St NW	In front of Zipcar's office	\$3,000		
6	70	06708TH	On 8th St at D St NW	In front of Zipcar's office	\$3,000		
6	71	0671MARY	On Maryland Ave SW just east of 7th St	Near L'Enfant Plaza Metro	\$3,000		
6	72	0672MARY	On Maryland Ave SW just east of 7th St	Near L'Enfant Plaza Metro	\$3,000		
6	73	06737TH	On 7th St near South Carolina Ave	Across SE branch of public library	\$3,000		
6	74	067412TH	On 700 block of 12th St NE	Near intersection with H St; at Auto Zone	\$3,000		
7	75	0775DIX	On south side of Dix St NE	Across from 3915c Dix St; near Safeway and intersection of Minnesota Ave &	\$2,400		

				Benning Rd			
7	76	0776DIX	On south side of Dix St NE	Across from 3915c Dix St; near Safeway and intersection of Minnesota Ave & Benning Rd	\$2,400		
7	77	0777CENT	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	\$2,400		
7	78	0778CENT	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	\$2,400		
7	79	0779GRAN	On north side of Grant St NE (4000 block)	Across from Minnesota Ave Metro station and Northside Medical Services Corp	\$2,400		
7	80	0780GRAN	On north side of Grant St NE (4000 block)	Across from Minnesota Ave Metro station and Northside Medical Services Corp	\$2,400		
8	81	0881MLK	On V St b/t MLK Jr Ave & Shannon Pl	In MLK professional development; b/t 2041 and 2101 MLK	\$2,400		
8	82	0882MLK	On V St b/t MLK Jr Ave & Shannon Pl	In MLK professional development b/t 2041 and 2101 MLK Jr Ave	\$2,400		
8	83	0883ELMI	On Elmira St, at S. Capitol St	Across from Crescent Park rental office	\$2,400		
8	84	0884ELMI	On Elmira St at S. Capitol St	Across Crescent Park rental office	\$2,400		

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 84 on-street curbside parking spaces designated for the use of carsharing vehicles by a car sharing firm (CSF). The contract will be for a one year base period with a one-year option 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 84 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 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 84 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. However, for each particular space, bidders must bid the same price for the base year and option year. Bidders must rank order all spaces (list of spaces provided in B.4 and B.5 above) in their response. Bidders shall rank the spaces by Ward, with the number 1 representing the bidder's first preference, the number 2 representing the bidder's second preference, etc. 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. Bidders shall place their total bid for all 84 spaces at the bottom of the bid sheet.

A vendor cannot refuse a space or spaces it has been awarded. If a vendor refuses a space or spaces, it shall not participate in the IFB and will lost any/all spaces it has been awarded. Those spaces that were refused and additionally awarded to a CSF will then be allocated to other CSF's based on their bids and rank.

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.

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 firm (CSF)” is defined as a business entity that provides a car-sharing service to the public.
- C.3.2 “Car sharing vehicle” is a vehicle owned, operated or leased by CSF available to multiple users and located at multiple widely distributed locations.
- C.3.3 “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.3.4 “DDOT” means the Department of Transportation or its successor within the government of the District of Columbia.
- C.3.5 “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.3.6 “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.3.7 “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.3.8 “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 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.4.3 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.4.4 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 (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.4.5 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.4.6 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 **Bids.** The bidder must bid on all 84 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. However, for each particular space,

bidders must bid the same price for the base year and option year. Bidders must rank order all spaces in their response. Bidders shall rank the spaces by Ward, with the number 1 representing the bidder's first preference, the number 2 representing the bidder's second preference, etc. DDOT reserves the right to make a single or multiple awards associated with this solicitation. Within 90 days of award or awards, bidder must deliver all services required by the IFB. 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. Bidders shall place their total bid for all 84 spaces at the bottom of the bid sheet. 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.5.4 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:

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.5.6 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

Column3	Column4
Latitude of Address	Longitude of Address

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.5.7

Vehicle Emissions. (Air Pollution and Greenhouse Gas). CSF shall ensure that 75% of the fleet (operation in DC) scores/ranks as SmartWay or SmartWay Elite.

<http://www.epa.gov/greenvehicles/Index.do>

C.5.8 **Educational Materials.** CSF shall stock public space carsharing educational materials receptacles with materials designed, produced and supplied by DDOT CSF shall participate with DDOT on the design and substance of such materials. CSF is encouraged but not required to participate in other DDOT marketing campaigns that may arise during the year. CSF shall notify DDOT when the educational materials have been depleted at each receptacle and shall request the materials from DDOT on an as-needed basis. CSF shall be required to re-stock empty receptacles upon receiving materials from DDOT.

C.5.9 **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.

For those poles owned by DDOT that may require removal, CSF shall be responsible for removal and delivery to:

Kim Walker
1735 15th Street N.E.
Washington, DC 20002

CSF shall provide written notice, with the warehouse supervisor's signature, to the CA for confirmation of delivery.

C.5.10 **Marketing and Advertising Activities.** DDOT and CSF may coordinate on marketing and advertising activities on which the Parties reasonably agree.

C.5.11 **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.5.12 **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.

After the awards are made, payment shall be made on a quarterly basis at the end of each quarter. At the end of each quarter, payment shall be due within thirty days of the invoice date.

In the event that a space is placed out of service, the CSF that has been awarded that space shall pay a pro-rated fee for that space in that particular quarter. CSF shall notify the CA immediately once a space has been placed out of service.

C.5.13 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.

In the event that more than one company identifies the same space, the companies shall bid on that particular space. The company that bids the highest price for that space shall be awarded that space. In the event of a tie, shall comply with DCMR Title 27, Section 1543.

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 one base period and one option year period from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of (1) *one-year*, option period, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed 365 days.

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	2	Quarterly Reports, Submit Electronically 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)			
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 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 Electronically in MSWord, Times New Roman, 12 point font size to DDOT/CA	15 th of January, April, July and December
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 electronically in MSWord, Times New Roman, 12 point font size to DDOT/CA	15 th of January, April, July and December

0004	<p align="center"><u>WARD 4</u></p> <p>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)</p>	2	<p>Quarterly Reports, Submit electronically in MSWord, Times New Roman, 12 point font size to DDOT/CA</p>	<p>15th of January, April, July and December</p>
0005	<p align="center"><u>WARD 5</u></p> <p>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)</p>	2	<p>Quarterly Reports, Submit electronically in MSWord, Times New Roman, 12 point font size to DDOT/CA</p>	<p>15th of January, April, July and December</p>
0006	<p align="center"><u>WARD 6</u></p> <p>List all Carsharing Vehicles in DC (Section C.5.4); DC Membership number & Rate of Growth (Section C.5.4); Geographical distribution</p>	2	<p>Quarterly Reports, Submit electronically in MSWord, Times New Roman, 12 point font size to DDOT/CA</p>	<p>15th of January, April, July and December</p>

	<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>			
0007	<p><u>WARD 7</u></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 electronically in MSWord, Times New Roman, 12 point font size to DDOT/CA</p>	<p>15th of January, April, July and December</p>
0008	<p><u>WARD 8</u></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-</p>	2	<p>Quarterly Reports, Submit electronically in MSWord, Times New Roman, 12 point font size to DDOT/CA</p>	<p>15th of January, April, July and December</p>

	public space (Section C.5.4); Annual Membership Survey (Section C.5.4)			
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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. 11, Date of Revision: 06/13/2011 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.*

CSFs must make reasonable accommodations to enable people with disabilities to have equal access to its car sharing services. In accordance with the law, all vehicles must be available to all equally and without discrimination.

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.: 11, Date of Revision: 06/13/2011
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 15, 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.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.

Amendment No. 3

**On-Street Parking Spaces for Carsharing Vehicles
Solicitation No.: DCKA-2011-B-0090**

PRE-BID MEETING

“QUESTIONS & RESPONSES”

Question # 1

Can you set a timeline for questions to be asked and published to ensure all potential CSF have the opportunity to review all questions and answers and that there is a final deadline for questions so we have ample time to respond or change if necessary our bid packet based on the response to questions?

Response # 1

On June 27, 2011, DDOT amended DCKA-2011-B-0090 to accept questions from vendors up to July 1, 2011, close of business (COB). No questions would be accepted after July 1, 2011. Response to Questions will be submitted by Amendment by July 8, 2011 (See Amendment No. 2).

Question # 2

Is it possible to have the due date extended by a minimum of 10 business days following the deadline for questions and answers?

Response # 2

The bid opening has been extended from July 6, 2011 to July 15, 2011, no later than 2:00pm (See Amendment No. 2).

Question # 3

Can a section be added that indicates Car Share solutions above and beyond those described in the IFB may be proposed to meet the end goal of reducing the number of cars on the road in DC? While we realize these additions may not be considered in the award of the spaces, we believe it is a good forum for potential growth and development of this transportation initiative.

Response # 3

No. However, DDOT may be interested in discussing enhancements and other innovations after the contract award.

Question # 4

If it is not possible to obtain accurate information about the use of the current Car Share program (number of members, total hours billed by month), we would like to obtain a picture of the following information:

- a. 2001 number licensed drivers per ward and vehicles registered per ward
- b. 2006 number licensed drivers per ward and vehicles registered per ward
- c. 2009 number licensed drivers per ward and vehicles registered per ward
- d. 2010 number licensed drivers per ward and vehicles registered per ward

If it is possible to get information from the current provider on the average number of hours used per car each month by cars based in the District, that would be the best gauge to determine the economic viability of the program.

Response # 4

The District of Columbia government does not track registered vehicles or licensed drivers by Ward. However, citywide data is available publicly on FHWA's websites:

<http://www.fhwa.dot.gov/policyinformation/statistics.cfm> and

<http://www.fhwa.dot.gov/ohim/hs00/dl22.htm>. Available data is provided below.

	Registered Automobiles	All Registered Motor Vehicles	Licensed Drivers
2000	200,288	242,081	348,216
2001	203,693	248,862	328,094
2002	192,595	237,549	309,349
2003	184,199	228,351	313,027
2004	189,230	238,802	349,122
2005	185,059	237,281	330,363
2006	168,916	219,105	357,569
2007	165,633	217,521	396,193
2008	171,255	223,799	347,096
2009	166,519	217,648	346,219

Question # 5

Can you please provide samples of the advertising, promotional and educational materials produced by DDOT for distribution by the Car Share firms. Aside from the receptacles next to the vehicles; please describe other methods employed by DDOT to drive car sharing membership that are currently in place. Also discussed was clarification that DDOT is paying for the production of these materials rather than the Car Sharing Firm.

Response # 5

Please see the attachment to this document, which includes previous educational materials produced by DDOT. The use of the public space for car-sharing vehicles is one of the ways

DDOT promotes car sharing. DDOT shall be responsible for the production of any marketing materials to be stocked by the CSF on the orange pole.

Question # 6

The IFB states that the Car Sharing Firm must provide an all inclusive rate based on actual use of the vehicle as determined by time and mileage. Please confirm that the Car Sharing firm may charge for time reserved versus time used and can charge for “no-show” reservations. Since a reserved vehicle may not be booked by another user, there is no other alternative to recoup the revenue for the time reserved.

Response # 6

CSF’s that charge for time reserved and charge for “no-show” reservations are allowed to participate in this IFB. How a CSF charges its customers is not a DDOT-related matter.

Question # 7

In reference to the insurance provisions in section C.5-13, is the property damage limit required \$20,000 as defined in C.5-13(2) or \$200,000 as defined in C.5-13(3)?

Response # 7

Delete in its entirety Section C.5.13 through Section C.5.17. Refer to the Insurance clause in Section I.

Question # 8

Also in reference to C.5-13, is a self insurance policy that meets the requirements of the limits stated acceptable.

Response # 8

Self-insured companies can participate in District contracts. Companies will be asked to submit proof of insurance prior to the award of the contract. Also refer to Response # 7.

Question # 9

The RFP states that providers need to offer a membership based system. If a provider is able to make Car Sharing service available to DC residents without a membership requirement, would that be acceptable?

Response # 9

CSF’s that offer car sharing service to District residents without membership requirements are allowed to participate in this IFB.

Question # 10

A question was raised to further define the requirements of a “qualified provider” in L.19. Considering the participants in today’s meeting included two of the largest and most respected firms in the car rental industry and one of the world’s largest automakers in addition to the incumbent, would the District consider keeping the requirements broad based rather than quantifying additional details?

Response # 10

Section L 19.1-19.11 has been deleted in its entirety.

Question # 11

What was the baseline pricing for the past 12 months for the car sharing spaces provided by the city?

Response # 11

DDOT started charging \$200 per month per space in October 2010.

Question # 12

It states that 2 additional non-public parking spaces are needed for each public space awarded. Are these spaces required to have active car sharing vehicles assigned to them or can they grow as new entrants into the market grow their membership?

Response # 12

Ninety days after the CSF begins to operate car sharing vehicles in the public space, it shall comply with the ratio of private to public spaces as noted in the IFB.

Question # 13

Are companies that are not a part of the original award eligible to bid on new on street parking spaces at the quarterly intervals?

Response # 13

No, they will not be eligible to bid.

Question # 14

Can you consider re-defining the definition in C.3.1 “car-sharing vehicle” to be defined as any vehicle available to multiple users with the availability to reserve such vehicle for which they are

charged an all-inclusive rate (including gas, insurance and maintenance) based on time and or mileage. Such vehicles are available through self service, fully automated reservation system and located at multiple widely distributed locations.

Response # 14

A new definition has been created. See Section C.3.2.

Question # 15

Can you please clarify C.5.5 as to what is the difference between ultra low emissions and low emissions standards as determined by the US EPA?

Response # 15

The language in what is now Section C.5.7 has been changed to: Vehicle Emissions (Air Pollution and Greenhouse Gas). CSF shall ensure that 75% of the fleet (operation in DC) scores/ranks as SmartWay or SmartWay Elite, <http://www.epa.gov/greenvehicles/Index.do>.

Question # 16

Can DDOT consider removing in C.5.17 the request of asking bidders to provide metrics on membership and membership growth so that a CSF is not too narrowly defined as purely a membership program but rather an entity that provides vehicle available to multiple users with the availability to reserve such vehicle for which they are charged an all-inclusive rate (including gas, insurance and maintenance) based on time and or mileage. Such vehicles are available through self service, fully automated reservation system and located at multiple widely distributed locations.

Response # 16

The language pertaining to membership metrics in Section C 5.17 has been eliminated.

Question # 17

Section C.3.1

Remove references to needing a reservation so as to include services not requiring one in the Carsharing definition.

Response # 17

This reference has been removed from the document. Please see the revised Section C.3.1.

Question # 18

Section C.5.4

Need to resolve how point-to-point carsharing companies will deal with the vehicle location reporting since their vehicles will not be in dedicated spaces for the most part and reflect it in the bid document. We could provide a “snapshot” map plotting where reservations began and ended for each month.

Response # 18

Bidders must have designated private spaces to comply with the reporting requirements in the IFB.

Question # 19

We cannot report names and addresses of members for privacy reasons and will need a workaround.

Response # 19

The reporting requirement asking for names and addresses of members has been removed.

Question # 20

Section L.14

Remove from the document as there are no "option years" currently provided for in the program

Response # 20

The IFB is for one base year and one option year.

Question # 21

We'd like to raise our concern with Mr. Burns' involvement in this procurement, given his former role as DC General Manager of Flexcar, a competitor of Zipcar's until it was acquired by Zipcar in 2007. We find that this creates a conflict of interest and raises the question of impartiality. We believe this procurement process would be best served by a) disclosing this conflict of interest and b) having Mr. Burns recuse himself from the proceedings.

Response # 21

Josh Moskowitz is the Contract Administrator for this contract. Jerry Carter is the Contracting Officer. The role of Ralph Burns, (although minimal) does not breach Departmental Ethics policy.

Question # 22

Does the ranking need to be per ward or per total (1 to 86)?

Response # 22

Ranking of the spaces shall be done by Ward.

Question # 23

Is there a plan to install EV charging stations in those on-street spaces?

Response # 23

After the awards are made, DDOT is willing to discuss with CSF's the opportunity to add electric vehicles to the curbside spaces.

Question # 24

Could you explicitly outline the format DDOT is looking for the proposal?
A detailed plan or specific list of questions would be best.

Response # 24

Bidders must submit all completed bid sheets and provide any documents required by the IFB.

Question # 25

Could you confirm that, although a vendor has to bid on all 86 spaces, they can still refuse to take one or some of the spaces they have won. Those spaces will then be assigned to the next vendor based on price/ranking.

Response # 25

A vendor cannot refuse a space or spaces it has been awarded. If a vendor refuses a space or spaces, it shall not participate in the IFB and will lost any/all spaces it has been awarded. Those spaces that were refused and additionally awarded to a CSF will then be allocated to other CSF's based on their bids and rank.

Question # 26

Could you explain what an "escrow account" is and the mechanism? (C.5.5)

Response # 26

An escrow account is a bank account that ensures the CSF has the ability to pay DDOT for that particular quarter.

Question # 27

Could you give a list of low-income neighborhoods? (C.5.3)

Response # 27

This requirement is met by having vehicles located in all 8 Wards.

Question # 28

When and how does the payment of the spaces needs to be made? C.5.11 detailed that annual payment need to be made within 7 days on the award bid, is that correct?

Response # 28

After the awards are made, payment shall be made on a quarterly basis at the end of each quarter. Payment shall be due within thirty days of the invoice date.

Question # 29

What plans does the city have to improve enforcement? Zipcar has provided DDOT with data demonstrating that the average # of tickets that could be issued per on-street space is 3 per day at a minimum. At \$100 per ticket and 86 spaces, this equates to an additional \$25,000 in missed revenue for the city per day.

Response # 29

DDOT is working with DPW's Parking enforcement Administration to create new monitoring routes and provide support in non-typical coverage times.

Question # 30

Displacement of car sharing vehicles due to construction, marathons or neighborhood festivals currently takes place without notification to the CSF. This affects the service and DC citizens who are opting for car-free living. What plans does DDOT have to improve communication in order to prevent effecting a car-sharing members' displacement?

Response # 30

Notification will come from DDOT's permitting office and currently DDOT will not be providing temporary parking. DDOT will be working internally to develop a process to identify temporary parking.

Question # 31

The IFB asks for quarterly reporting to provide the member name, member address & the

latitude & longitude of the member's domicile. The sharing of this type of private, personal information is not permitted under the current contract and privacy policy we have with our members regarding personal information and confidentiality. We cannot meet this requirement and maintain our member's privacy. Is there another way we can acceptably address this District's intent and stated requirement, without specifically violating member privacy?

Response # 31

Please see response to # 19.

Question # 32

In section L16 Bid Opening page 55, the IFB doesn't specify when the bids will be opened can you provide us with a time and place for the Bid Opening?

Response # 32

Please see response # 2.

Question # 33

When is last date for questions? Currently page 53, section L.9 states "(TBD) days before the date set for submission of bids"

Response # 33

Please see response # 1.

Question # 34

Would DDOT like us to specifically address each of the requirements outlined in C5 or is a general statement indicating we can meet or exceed the requirements as outlined acceptable?

Response # 34

Please see response # 24.

Question # 35

There are contradictory statements in reference to pricing. Number 2 (page 1) contradicts that stated in on C.1.6 or C.5.1. Which is accurate for the purposes of responding to this IFB?

Response # 35

Number 2 (page 1) no longer contradicts C.1.6 and C.5.1.

Question # 36

Section C.1.6 paragraph # 2, you state that a tie breaker "shall be determined by a drawing by lot limited to those bidders. The drawing shall be witnessed by at least 3 persons, and the file shall contain the names and addresses of the witnesses and the persons supervising the drawing." As stated before, what evaluation system will be used to review the CSF bids. Zipcar would suggest that in the event of a tie, DC citizens best interests might not be served by having a name drawn from a hat.

Response # 36

This is specified in our Contracting and Procurement language, Exhibit B, DCMR Title 27, Sec. 1543, Resolving Tie Bids.

Question # 37

What type of criteria will DDOT use to evaluate the CSFs qualifications, ability to execute on the scope of work within the IFB and ensure good service to DC citizens? Currently in sections L.18 and L.19 some criteria is set forth but no minimum standards are set nor is there an indication as to what criteria are the most important and how a Bid will be ranked based on such criteria. For example, L.19.3 states "Bidders will be evaluated on their track record in successfully providing [car sharing] services." How will this be measured? What minimum standards are required? And what portion of the proposal will be given to qualifications, pricing, financial stability, etc.?

Response # 37

Please see response # 10.

Question # 38

In Section c.5.6, DDOT states that the CSF will stock education materials receptacles with materials designed, produced and supplied by DDOT, in conjunction with CSF. Does this mean that DDOT will take on payment responsibilities for the education materials?

Response # 38

DDOT shall be financially responsible for the production of any marketing materials to be stocked by the CSF on the orange pole. CSF shall participate with DDOT on the design and substance of such materials. DDOT shall have final approval on any of these marketing materials. CSF is encouraged but not required to participate in other DDOT marketing campaigns that may arise during the year. CSF shall notify DDOT when the educational materials have been depleted at each receptacle and shall request the materials from DDOT on an as-needed basis. CSF shall be required to re-stock empty receptacles upon receiving materials from DDOT.

Question # 39

In Sec C.5.6, DDOT references take-one boxes. Many are no longer in place and or in need of replacement. We are assuming DDOT will be providing new take one boxes as part of this Bid? Is this assumption correct?

Response # 39

The CSF awarded a space in need of a receptacle shall be responsible for providing new receptacles.

Question # 40

In section 5.9, “Car Sharing Marketing and Advertising Activities,” we are concerned about the current statement. It could be interpreted to mean that DDOT would get involved in all CSF advertising activities. Can you clarify the intent of Section 5.9 as it relates to this IFB?

Response # 40

Section C.5.10 (previously C.5.9) now reads: Marketing and Advertising Activities. DDOT and CSF may coordinate on marketing and advertising activities on which the Parties reasonably agree.

Question # 41

Can you provide an outline of how the minimum parking bids were established and what data was used to determine the appropriate pricing per ward?

Response # 41

DDOT conducted a survey of meter rates around all locations and the base price was created from this information.

Question # 42

Given the city’s commitment to reducing car ownership and the positive impact of car-sharing on car-ownership and trip reduction (Fewer Registered Cars in DC Washington (AP)) and the aforementioned lost revenue from enforcement, why has DDOT chosen not to designate additional spaces?

Response # 42

DDOT will be evaluating spaces as they come available from the current DDOT right-of-way inventory.

Question # 43

Delivery of Services - In section C.5.1 DDOT states that the "bidder must state a definite time for delivery of services." Is there a "not to exceed" limit (required ceiling date) in order to be compliant? If yes, could you specify the ceiling or "not to exceed" limit.

Response # 43

A CSF shall have seven days after being awarded a car sharing space/spaces to apply for a public space permit. Within 90 days of award or awards, bidder must deliver all services required by the IFB. Section C.5.1 has been updated to reflect this.

Question # 44

In section C.5.12, DDOT states it will review proposals of additional locations by CSFs. What information does DDOT need to receive to properly evaluate proposed locations? What criteria will be used in evaluating newly proposed locations? Can we suggest new locations as part of this IFB? In the event that 2+ CSFs bid for similar locations, what evaluation system will DDOT use to determine which spaces to allocate?

Response # 44

When a CSF believes it has identified a new location for car sharing, it shall notify the CA and the CSF shall then be responsible to work with DDOT's public space permitting office to obtain the appropriate permits to ensure DDOT's approval. This IFB is for these 84 spaces only. If more than one company identifies the same space, the companies shall be awarded that space. The company that bids the highest price for that space shall win the award. In the event of a tie, shall comply with DCMR Title 27, Section 1543.

Question # 45

In reference to the insurance provisions in section C.5-13, is the property damage limit required \$20,000 as defined in C.5-13(2) or \$200,000 as defined in C.5-13(3)?

Response # 45

See Response # 7.

Question # 46

DCMR 15.43.2 (South Africa and Namibia provision) is this still pertinent?

Response # 46

The reference to South Africa and Namibia is obsolete.

Question # 47

Why an IFB rather than RFP?

Response # 47

DDOT has determined that award of this contract should be based solely on price, therefore a competitive sealed bid is the obvious choice.

Question # 48

Request clarification on prorating permit charge at the end of the quarter

Response # 48

In the event that a space is placed out of service, the CSF that has been awarded that space shall pay a pro-rated fee for that space at the end of that particular quarter. CSF shall notify the CA immediately once a space has been placed out of service.

Question # 49

There are several sections or contract terms that don't appear to be relevant or consistent with the overall scope or Bid elements of this IFB because the CSF will be leasing parking spaces from DDOT and not receiving any direct compensation from DDOT – including Section 1543.2; K.3 Buy American Certification; Section H.2; Section H.5. Can you provide more information that clarifies how these provisions are relevant to this IFB, if they are indeed to be required contract provisions?

Response # 49

The clause is intended to supplement the "Buy America Clause" in the DC Standard Contract Provision, dated March 2007. Bidders are asked to indicate any end products made outside the United States. Please also read paragraph 23 of the Standard Contract Provisions. Also see "Revised Invitation for Bids".

Question # 50

The IFB doesn't clearly outline all items that are required in the response to this IFB in order to be considered responsive. We have identified the Solicitation, Offer and Award Contract Form, section B.4 and B.5 (pages 3-8); Tables on C.1.6 (pages 11-14) and other requirement in C5; the information at the bottom of page 23; Section J (page 46); Section K (page 47 – 50); Section L.12 - L.15 (pages 54-55); Section L.19 (page 56). Can DDOT confirm these are the only elements that the responder needs to complete and submit in order for the Bid to be considered responsive?

Response # 50

DDOT reserves the right to request additional information. Please see “Revised Invitation for Bids.”

Question # 51

Clarify the Buy America provision K.3. (Why is it there and what items should they report, if any).

Response # 51

The clause is intended to supplement the "Buy America Clause" in the DC Standard Contract Provision, dated April 2007. Bidders are asked to indicate any end products made outside the United States. Please also read paragraph 23 of the Standard Contract Provisions.

Question # 52

Clarify TBD Date regarding submission of questions and consideration of questions.

Response # 52

The to-be-determined (TBD) date regarding submission of questions and responses was posted and issued by Amendment No. 2 on the DDOT and OCP websites.

Question # 53

In section H.7 – does this statement refer strictly to our internal employment practices as they relate to ADA or are you interested in the compliance of our services in relationship to ADA? If the latter, can you state the requirements DDOT is seeking from the CSF to be ADA compliant. Or is it sufficient to provide a response as to our specific practices as outlined in L.19.7?

Response # 53

DDOT has included language pertaining to ADA accessibility of vehicles in Section H.7.

WD 05-2103 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
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Diane C. Koplewski Director	Division of Wage Determinations		Wage Determination No.: 2005-2103 Revision No.: 11 Date Of Revision: 06/13/2011
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States: District of Columbia, Maryland, Virginia

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

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		25.26
05010 - Automotive Electrician		23.51

05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69

12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88

16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75

23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13

29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	25.19
Surface Programs	
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50

99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

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

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

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

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

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

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and

related to user or system design specifications;

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

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

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

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

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

** UNIFORM ALLOWANCE **

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

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

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

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

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

Conformance Process:

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

The process for preparing a conformance request is as follows:

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

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

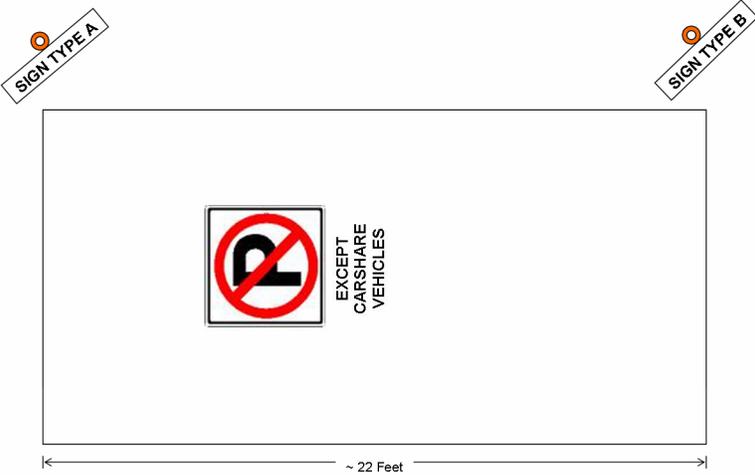
When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the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

classifications listed in the wage determination.

Exhibit A - Signage and Markings

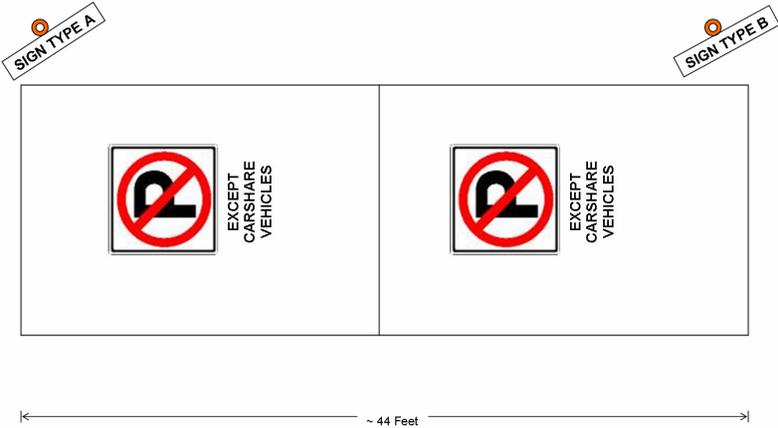
The following images show how on-street locations shall be designated by the Contractor.

SIGNAGE AND MARKINGS FOR SINGLE SPACE CARSHARE LOCATION



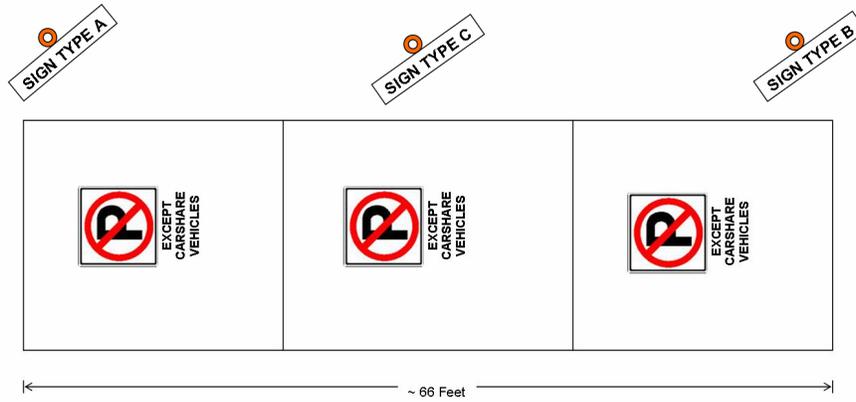
District Department of Transportation

SIGNAGE AND MARKINGS FOR TWO (2) SPACE CARSHARE LOCATION

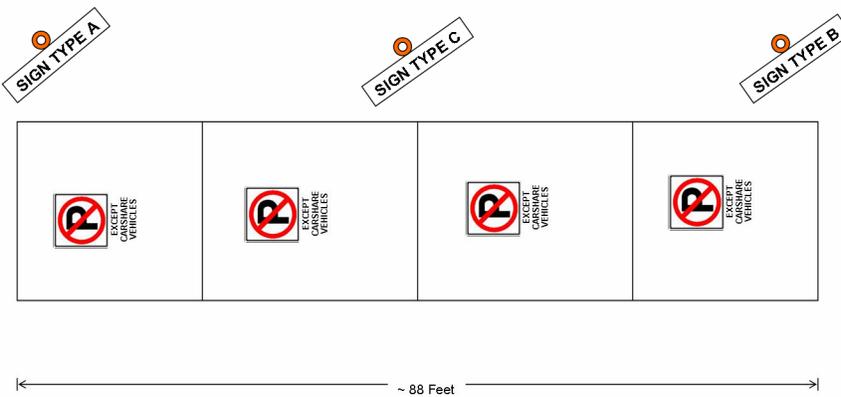


District Department of Transportation

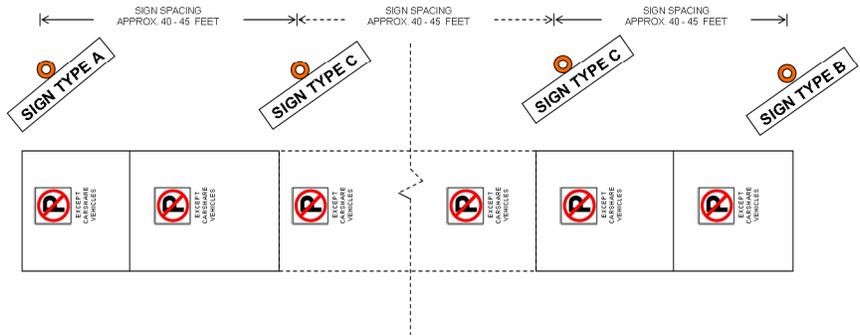
SIGNAGE AND MARKINGS FOR THREE (3) SPACE CARSHARE LOCATION



SIGNAGE AND MARKINGS FOR FOUR (4) SPACE CARSHARE LOCATION



SIGNAGE AND MARKINGS FOR FIVE OR MORE SPACE CARSHARE LOCATION



SIGN TYPE A



THE BOTTOM PORTION OF THE SIGN IS INTENDED TO HAVE THE CARSHARING COMPANY'S NAME. LOGOS ARE NOT ACCEPTED.

THE ENTIRE SIGN CAN BE AS ONE PLACARD.

BOTTOM OF SIGN MUST BE ABOUT 7 FEET FROM GROUND LEVEL.

ALL SIGNS MUST BE INSTALLED AT A 45 DEGREE ANGLE FACING TRAFFIC.

ALL SIGNS MUST BE MUTCD COMPLIANT FOR LETTERING AND SYMBOL SIZES AND DIMENSIONS. THE FONT USED IS HIGHWAY GOTHIC C.

SIGN TYPE B



THE BOTTOM PORTION OF THE SIGN IS INTENDED TO HAVE THE CARSHARING COMPANY'S NAME. LOGOS ARE NOT ACCEPTED.

THE ENTIRE SIGN CAN BE AS ONE PLACARD.

BOTTOM OF SIGN MUST BE ABOUT 7 FEET FROM GROUND LEVEL.

ALL SIGNS MUST BE INSTALLED AT A 45 DEGREE ANGLE FACING TRAFFIC.
ALL SIGNS MUST BE MUTCD COMPLIANT FOR LETTERING AND SYMBOL SIZES AND DIMENSIONS. THE FONT USED IS HIGHWAY GOTHIC C.

SIGN TYPE C



THE BOTTOM PORTION OF THE SIGN IS INTENDED TO HAVE THE CARSHARING COMPANY'S NAME. LOGOS ARE NOT ACCEPTED.

THE ENTIRE SIGN CAN BE AS ONE PLACARD.

BOTTOM OF SIGN MUST BE ABOUT 7 FEET FROM GROUND LEVEL.

ALL SIGNS MUST BE INSTALLED AT A 45 DEGREE ANGLE FACING TRAFFIC.

ALL SIGNS MUST BE MUTCD COMPLIANT FOR LETTERING AND SYMBOL SIZES AND DIMENSIONS. THE FONT USED IS HIGHWAY GOTHIC C.

- 1542.6 If a bid indicates deletion of the economic price adjustment clause, the bid shall be rejected as nonresponsive.
- 1542.7 If a bidder decreases the maximum percentage of economic price adjustment stipulated in the IFB, the bid shall be evaluated at the base price on an equal basis with bids that do not reduce the stipulated ceiling. However, after evaluation, if the bidder offering the lower ceiling is in a position to receive the award, the award shall reflect the lower ceiling.

SOURCE: Final Rulemaking published at 35 DCR 1438 (February 26, 1988).

1543 RESOLVING TIE BIDS

- 1543.1 Contracts shall be awarded in the following order by priority when two (2) or more low bids are equal in all respects:
- (a) Minority business certified by the Minority Business Opportunity Commission;
 - (b) District-based business;
 - (c) Other businesses.
- 1543.2 Notwithstanding the requirements of §1543.1, when the imposition of a penalty pursuant to D.C. Law 6-116 results in equal lowest price evaluation between bidders with business interests in the Republic of South Africa or Namibia and a bidder who does not have these business interests, the contract shall be awarded to the bidder with no business interests in the Republic of South Africa or Namibia.
- 1543.3 If two (2) or more bidders remain equally eligible for award, award shall be made by a drawing by lot limited to those bidders.
- 1543.4 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.
- 1543.5 If an award is made by using the priorities in this section, the contracting officer shall include a written agreement in the contract that the contractor will perform, or cause to be performed, the contract in accordance with the circumstances justifying the priority used to break the tie or select bids for a drawing by lot.

SOURCE: Final Rulemaking published at 35 DCR 1439 (February 26, 1988).

1544 INFORMATION TO BIDDERS

- 1544.1 Written notice of award shall be sent to the successful bidder.
- 1544.2 Notice of award shall be made available to the public.
- 1544.3 Notices of awards of all contracts of ten thousand dollars (\$10,000) and above shall be published in the "District of Columbia Procurement Digest."



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Anthony A. Williams, Mayor
Government of the District of Columbia



DISTRICT DEPARTMENT OF TRANSPORTATION

Dan Tangherlini, Director
2000 14th Street, NW, 6th Floor, Washington, DC 20009

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Government of the District of Columbia
Anthony A. Williams, Mayor

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zipcar.