

**DISTRICT OF COLUMBIA
DEPARTMENT OF TRANSPORTATION**

REQUEST FOR QUALIFICATIONS

**CONSTRUCTION MANAGEMENT SERVICES FOR
FY-15 FEDERAL AID PAVEMENT RESTORATION –
NATIONAL HIGHWAYS SYSTEMS ROUTES**



April 29, 2016

Solicitation No.:	DCKA-2016-Q-0008
Contracting Officer:	Ms. Courtney B. Lattimore Contracting Officer Courtney.Lattimore@dc.gov
Technical Questions:	CMservices-FY15NHS@dc.gov

1. Introduction.

The District of Columbia Department of Transportation (“DDOT”), pursuant to the Procurement Practices Reform Act of 2010 (“PPRA”), is issuing this Request for Qualifications (“RFQ”) to solicit Statements of Qualifications (“SOQ”s) from experienced firms (“Offerors”) interested in providing Construction Management (“CM”) Services for the purposes of managing all activities required for the completion of the pavement restoration work (the “Project”).

2. Project Background.

The desired outcome of the RFQ is to have a contract with a qualified professional firm to efficiently, economically, and professionally assist DDOT in meeting its long-term vision of building a world class, sustainable transportation system in a growing and evolving city. The final outcome of this request will be hiring the most qualified firm to manage a construction project for the District Department of Transportation.

3. Responsibilities of Contractor.

- a. Construction management and inspection services shall be provided in accordance with the District of Columbia Department of Transportation (DDOT) Standard Specifications for Highways and Structures (2013), Standard Drawings (April 2009), and Construction Management Manual (May 2010), collectively, the “Standards”, all of which are hereby incorporated herein by reference.
- b. Contractor shall perform its services consistent with the skill and care ordinarily provided by program managers and consulting engineers practicing in the Washington, D.C. metropolitan area on projects of a similar type, cost, and size. The Contractor shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.
- c. Contractor shall identify a representative authorized to act on behalf of the Contractor with respect to the Project.
- d. Contractor shall not engage in any activity, or accept any employment, interest or compensation that would reasonably appear to compromise the Contractor’s judgment with respect to this Project, except with DDOT’s prior knowledge and prior written consent.
- e. Contractor shall represent the District of Columbia (the “District”) in a fiduciary capacity.
- f. In the conduct of all activities required for or otherwise related to the performance of this contract, Contractor shall conform to and uphold all established ethical principles and professional standards of practice governing the Construction Management-Agent segment of the construction industry, including, without limitation, the Construction Management Association of America Code of Professional Ethics which is hereby incorporated by reference.
- g. Contractor shall not have responsibility for the construction means, methods, techniques, sequences or procedures for the work of construction contractors for all or any portion of the Project.

- h. Contractor shall provide all necessary expertise and services and to have and maintain appropriate licenses that meet District of Columbia requirements to professionally and diligently prosecute the work authorized.
- i. Contractor shall contract for or employ at Contractor's expense, subcontractors to the extent deemed necessary for the work, with the prior written consent of DDOT.
- j. Contractor shall consult with normal and customary employees, agencies, and/or representatives of the District of Columbia regarding its work.
- k. Contractor shall work effectively with Pepco and other District of Columbia agencies.
- l. Contractor shall abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.
- m. Contractor shall perform its services in accordance with all applicable District and federal, laws, codes, regulations, standards, guidelines, and orders.

4. Scope of Basic Services.

- a. The Contractor shall provide staff to carry out inspection and coordination of all construction activities at the project as they are being performed, resolve field construction problems and provide design input for changes to the Contracting Officer's Technical Representative.
- b. The Contractor shall also:
 - (1) Prepare, maintain and secure on current basis all contract record including correspondence, Change orders, Claims, Contractor Documents, Partial Payments, Minutes of Meeting, Daily Inspection Reports, Construction Estimates, As-Built Drawings, Specifications, Submittals, Safety Reports, Accident Reports, RFI, Non-Compliance and Rejection Notices, etc.
 - (2) Accurately measure and record all quantity of items, which are to be paid under the contract documents.
 - (3) Verify the accuracy of the construction contractor's field measurements

Change Orders

- (4) The Contractor shall make written recommendations to the COTR or Engineer regarding change Orders, including detailed justification and cost estimates for such changes in the construction contracts, as the Contractor may consider necessary.
- (5) The Contractor shall analyze requests for changes submitted by the construction Contractor for merit and make recommendations to the COTR or Engineer. The Contractor shall also receive directives to prepare change orders from DDOT's Project Management Division. Upon approval of the COTR or Engineer, the Contractor shall prepare all change order documents including justification, specifications, time extensions, engineer's estimate, correspondence, and backup documentation in accordance with DDOT procedures.

- (6) The Contractor shall provide comprehensive inspection and records of change order work to be paid for by change order price, which is to be based on the cost of the construction Contractor's labor, equipment, and materials used in the work. Where requested by the COTR or Engineer, the Contractor shall negotiate the final change order price with Contractor on the District's behalf and make recommendations, complete with substantiation, to the DDOT Project Manager.

Claims

- (7) If requested, the Contractor shall maintain documentation of all contractual liability claims. In the event any claim is made or any action brought against the District, arising under or in any way relating to the construction contract, the Contractor shall assist in the preparation of all correspondence for the signature of the Engineer, including preparation of written reports with supporting documentation, Contracting Officer's decisions, and findings of fact necessary to resolve disputes.
- (8) The Contractor shall participate in hearings as required. The Contractor shall receive, investigate and answer all complaints and inquiries from property owners, citizens and officials, following approval of responses by the COTR, Engineer and DDOT's Chief Public Information Officer (PIO).
- (9) The Contractor shall refer complaints to the construction Contractor and maintain a log showing the disposition of each complaint. The Contractor shall refer unresolved complaints, with recommendations to the COTR or Engineer, Contractors, subcontractors, and equipment and material suppliers on the Project, or their sureties.
- (10) As directed by the COTR or Engineer, the Contractor shall maintain a current, marked set of as-built drawings and specifications. The Contractor shall verify deviations, changes, change orders, as-constructed depths, and other modifications as annotated by the construction contractor. Upon completion of construction, the Contractor shall provide the COTR or Engineer with a certified set of marked as-built drawings and specifications.

Reporting/Deliverables

- (11) The Contractor shall submit an Inspector's daily report (IDR), weekly progress reports and monthly invoices.
- (12) The Contractor's reports are subject to the review and approval of DDOT. DDOT will coordinate reviews with any other involved agencies and serve as the one point of contact for all review and approval. The Contractor shall prepare, modify, and correct all such non-conforming deliverables in sufficient detail to secure such approval.
- (13) The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all studies, reports, recommendations, and other deliverables it furnishes under this Contract. The Contractor shall, without additional compensation, correct or revise any non-conforming deliverables if the

- non-conforming deliverables is a result of errors in the Contractor's studies, reports, recommendations, and other deliverables.
- (14) Each month during the performance of the work under the Contract, the Contractor shall submit two (2) copies of a progress report to the assigned DDOT Project Manager. The progress report shall state the current status, IDR's, any outstanding issues, and any other additional data as requested by the DDOT Project Manager. The proposed form of this report shall be submitted to the DDOT Project Manager for review and approval prior to the first invoice for monthly payment.
 - (15) The Contractor shall take comprehensive notes and create minutes of any meeting attended in connection with the Contract, with special emphasis on recording any decision altering, expanding, or deleting any provision which may affect the contractual obligation. The Contractor shall submit two (2) copies of the meeting minutes to the DDOT Project Manager within seven (7) days of said meeting.
 - (16) Within the first 5 days of each month, Contractor shall submit a total construction cost report for the previous month, to DDOT Manager for review and compare his invoice with the construction contractor invoice, make a list of discrepancies and bring these discrepancies to the attention of the Project Manager of DDOT. A report of all major activities of previous month shall be attached to the Invoice.

Final Inspection

- (17) The Contractor shall convene and conduct the final inspection and prepare the punch list for any outstanding items, resulting from the final inspection. The Contractor shall ensure the COTR or Engineer and the construction contractor are provided a copy of the punch list.
- (18) Prior to determining completion, the Contractor shall verify that the construction Contractor completes all items on the punch list, in accordance with the contract documents. Upon closeout of the punch list, the Contractor shall provide the COTR or Engineer with a letter, signed by the construction contractor's designated representative, certifying that the Project was constructed in substantial conformance with the contract documents, except for those changes delineated in the letter.

Final Reports

- (19) The Contractor shall prepare all required final reports, to include but not limited to: final payment vouchers, material certifications and analyses of overrun and underrun of quantities. The Contractor shall analyze and report on the construction contractor's time of completion and prepare justifiable time extensions or recommend assessments of liquidated damages, incentive or disincentive charges, as appropriate. The Contractor shall provide to the COTR or Engineer all project records in accordance with District standards and requirements and return to the District any original calculations, survey notes, engineering or other data provided by the District upon contract closeout. The

Contractor shall provide certification thereon of all original as-built plans, calculations, maps, engineering data, final estimates, and any other data produced by the Contractor. Documents prepared by the Contractor and its subcontractors in pursuance of the terms of this Task Order shall be delivered to and become the property of the District.

Maintenance of Records

- (20) The Contractor shall maintain and secure all contract records to include, but not limited to: contract documents, general correspondence, Contractor's insurance policies, change orders, time extensions, claims, test requests and related results, material certifications, shop drawings, catalog cuts, transmittal letters, Federal Highway Administration (FHWA) inspection reports, meeting minutes, progress schedule files, reading files, Utilities (DC WASA and PEPCO) files, quality assurance records, concrete mixing records, delivery tickets, value engineering recommendations, traffic maintenances, Notices to Proceed, general memoranda and correspondence from the Contracting Officer (CO), Design contractor, subcontractors and supplier correspondence, obstruction notices, construction progress reports, findings of fact, weekly training reports, quantity computations, partial payment records, samples, diaries, inspector's reports, daily personnel and equipment records, accident reports, progress photographs, and any other related documents deemed necessary by the Project Engineer. The Contractor shall maintain logs of all records and ensure the records are open to District and FHWA representatives at all times. Prior to final payment, the Contractor shall deliver all records, drawings, and samples to the COTR or Engineer.
- (21) The Contractor shall ensure any and all documentation, referenced above, is available for review, inspection or audit by the COTR, Engineer or other authorized representatives of the District and Federal governments at the Contractor's office at all reasonable times during the contract term and for a period of three (3) years from the date of final payment. The Contractor shall furnish copies of requested materials upon request.

Public Relations

- (22) The Contractor shall provide a Public Relations (PR) staff identify the stakeholders for the project. The Contractor's PR Staff shall create an inventory of elected officials, community leaders, neighborhood and school organizations, businesses, church groups, ethnic organizations, homeowners associations, environmental or cultural organizations, special interest groups and civil rights groups in an effort to identify and classify project stakeholders.
- (23) The Contractor shall create memorandums to local governments, press releases, display ads, agendas, marketing materials and flyers. The Contractor shall also handle distribution of transportation plans, agendas and brochures to stakeholders.

- (24) The Contractor shall familiarize the public with the project. The Contractor's PR staff shall develop radio announcements, create CDs or audiotapes, and publish newsletters specific to the project.
- (25) The Contractor's PR Staff, in an effort to involve the public, shall participate in community meetings and facilitation of steering committees, public hearings, charity functions and workshops, pertaining to the Project. The Contractor's staff shall also participate in community events and community meetings that were "adhering to proto calls established by DDOT". When possible, the Contractor's PR Staff shall present surveys and comment forms to solicit input from community stakeholders and gauge public sentiment.

5. Contract.

At the conclusion of this procurement, the successful Offeror will have the opportunity to be awarded one (1) Indefinite Delivery/Indefinite Quantity ("IDIQ") contract (the "Contract") for the CM Services. The Contract will have a base term of one (1) year, with four (4) one (1) year options. No particular contract amount minimum guarantee is made.

All Offerors shall note that the IDIQ contract will contain the following provisions:

- a. The maximum allowable mark-up for subcontractors by the Contractor shall be limited to no more than five percent (5%). This amount will be converted to a fixed dollar amount for each task order.
- b. Direct Salary Expense ("DSE") is defined as the actual salaries, expressed on an hourly wage basis, prior to deductions for employment taxes (such as FICA, Medicare, income tax withholding) and employee-paid benefits, of all personnel, including Contractor's employees directly engaged on the Project (and performing consultations or research or preparing documents for the Project). DSE shall exclude mandatory and customary fringe benefits and employee benefits (such as employer-paid insurance, sick leave, holidays, vacation, pensions and similar contributions, or additions such as bonuses or other surplus payments), overhead expense (which includes salaries of bookkeepers, secretaries, clerks, and the like), and profit relating to the Project. Any multiplier applied to such DSE shall be for the purpose of covering such fringe benefits, expense, and profit. All personnel shall mean anyone employed by the Contractor and its subcontractors including, but not limited to, Key Personnel as defined in this RFQ, engineers, architects, officers, principals, associates, CADD technicians, designers, job captains, draftspersons, and writers, who are performing consultation, research or design, or who are producing documents pertaining to the Project, or who are performing program management services during planning, design, or construction of the Project or any component thereof that are directly attributable to, and necessary for, program management related to such planning, design, or construction.
- c. Contractor's indirect cost rate shall comply with 48 CFR Part 31 (Federal Acquisition Regulation); 2 C.F.R. Part 200; and 23 C.F.R. § 172. Subcontractor's (at all tiers) indirect

cost rates are subject to the same requirements. Contractor shall provide separate indirect cost rates for home office and co-location. Contractor's indirect cost rate is subject to audit. An indirect cost rate that is cognizant-approved, or otherwise acceptable under then-current laws and regulations, shall be used.

- d. Contractors that do not have an audited, cognizant-approved indirect cost rate may use provisional rates to the extent permitted by, and in accordance with, the Federal Acquisition Regulation.
- e. Contractor's maximum profit rate, when based on hourly rates, shall be ten percent (10%) of the total of DSE plus the approved indirect cost rate.
- f. Contractor's compensation, when based on hourly rates, shall be the total of DSE, approved indirect cost rate, and profit, each as defined herein.
- g. Prior to award, the successful Offeror will be required to submit certified payroll for all anticipated staff working on the project – including certified payroll for all subcontractors. Certified payroll will be required to be submitted annually throughout the life of the Contract.
- h. Task orders may be agreed to on the basis of any permissible means of compensation, such as lump sum, cost plus fixed fee, cost per unit of work, or specific rates of compensation, as appropriate to the task order.
- i. If subcontractors are agreed upon by DDOT and the successful Offeror during negotiations between the Offeror and DDOT, then the Contractor will be permitted to subcontract only with such firms, pursuant to Title 48, Chapter 1, Section 44.204(b) of the Code of Federal Regulations.
- j. The resultant Contract will also contain, without limitation, the following provisions:
 - (1) General Provisions for Federally Funded Agreements, February 19, 1981, revised March 2, 2001.
 - (2) The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts (2010).
 - (3) U.S. Department of Labor SCA Wage Determination-WD No., 2005-4281 Rev. 2 Date of Revision 12/29/2015 (or more recent version). Available at: <http://www.wdol.gov/sca.aspx>
 - (4) Fair Criminal Record Screening: The Consultant will be required to comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152).
 - (5) Other provisions as applicable or as determined by the District of Columbia. Offerors are advised to consult "Required Solicitation Documents" found at <http://ocp.dc.gov/node/599822>.

k. "Contract Documents" shall mean

- (1) A Contract executed by the District and the Contractor, including all exhibits and attachments thereto
- (2) A fully executed Task Order pursuant to the Contract
- (3) A modification of the Contract which means (i) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a Force Account Change Order, or (4) a Directive Letter
- (4) Offeror's response to this solicitation and to any subsequent Request for Proposals

l. If there are conflicting provisions between or among Contract Documents, then the governing order of precedence shall be as follows:

- (1) The Contract, as modified, including the Federal Standard Contract Provisions and the OCP Standard Contract Provisions; if there is a conflict between the Federal Standard Contract Provisions and the OCP Standard Provisions, then the Federal Standard Contract Provisions shall prevail;
- (2) Contract attachments other than the Federal and OCP Standard Contract Provisions, unless in conflict with applicable law or regulation
- (3) In the following order: Task Order statement of work, Task Order attachments associated with the particular Task Order, and Contractor's Task Order quote or proposal
- (4) Contractor's response to this solicitation and any resultant proposals to the extent that they meet or exceed the requirements of the Contract; if the response or proposal include statements that can reasonably be interpreted as offers to provide higher quality or greater quantity than otherwise required by the Contract Documents, or to perform services in addition to those otherwise required or otherwise contain terms which are more advantageous to the District than the requirements of the other Contract Documents, then the Contractor's obligations hereunder shall include compliance with all such statements, offers, and terms.

Notwithstanding the foregoing, in the event of conflicting requirements involving any requirement within the Contract Documents, the District shall have the right to determine, in its sole option and discretion, which requirement(s) apply. The Contractor shall request the District's determination respecting the order of precedence among conflicting provisions promptly upon becoming aware of any such conflict. The District reserves the right to determine that the requirement that requires the better quality, greater quantity, or greater benefit to the District shall apply.

m. Living wage: Offerors should consult the District of Columbia Living Wage Notice at <http://ocp.dc.gov/publication/2016-living-wage-notice>.

- n. The successful Offeror will be required to submit the applicable documentation found at <http://ocp.dc.gov/node/599822> including, but not limited to, the Bidder-Offeror Certification Form and, for District businesses, the Tax Certification Form.

6. Key Personnel.

In response to the anticipated scope for the Construction Management Services for FY-15 Federal Aid Pavement Restoration Contract project, DDOT has identified the following key personnel positions. Each person will be required to be co-located with DDOT personnel at DDOT's headquarters located in Southeast Washington, DC, or as otherwise specified by DDOT.

The CM shall provide the following key personnel:

- a. **Resident Engineer (Full Time):** The Resident Engineer shall be responsible for the supervision of the CM staff, attend progress meetings, and coordinate between field inspectors and Contractor's superintendent to maintain coverage of the work being performed and testing being conducted. The Resident Engineer will confer with the inspector on non-conforming work and will determine with the Contract Administrator ("CA") when Non-Conformance Notices are to be issued. The Resident Engineer shall perform periodic reviews of the work of the CM staff, advise the staff of the results of the reviews and monitor the implementation of any corrective action, and be responsible for all tasks traditionally performed in this role using construction management-agent best practices. The Resident Engineer will review the Inspector Daily Reports ("IDR") for accuracy, countersign the IDRs, and prepare a daily diary of project progress and events. The Resident Engineer shall be responsible for regular and timely reporting to the Contract Administrator on the progress of the work and shall promptly report any major deviations from the schedule, the contract price, or the quantity of the work to the Contract Administrator. When it is needed during construction, the Resident Engineer shall prepare or cause to be prepared an independent cost estimate, have a full knowledge of the DDOT Change Order process, and be able to prepare a change order package ready for approval by the Contracting Officer ("CO"). The Resident Engineer must have the knowledge and ability to utilize computers, including the latest versions of office productivity and project management software, in daily activities. The Resident Engineer shall, at a minimum, hold a Bachelor of Science Degree in Civil Engineering with minimum four years of construction experience as a Resident Engineer. The Resident Engineer shall be a licensed Professional Engineer in the District of Columbia or a Certified Construction Manager by the Construction Manager Certification Institute.
- b. **Office Engineer/ Senior Inspector (Full Time):** The Office Engineer shall assume inspection responsibilities as a Senior Inspector when necessary. The Office Engineer shall support the Resident Engineer for the technical and administrative areas of the project, be responsible for setting up and maintaining the project files, be responsible for verifying quantities and checking all invoicing, applications for payment, and payments for the work period for which payment is requested, and be responsible for all tasks traditionally performed in this role using construction management best practices. The Office Engineer

shall maintain a documented comprehensive record of all quantities and payments made. The Office Engineer shall maintain a log of all submittals and re-submittals. This will include quantities and payments for any changes in the work. The document record shall include all supporting documents required for payment such as, material certifications, affidavits for payments to subcontractors and suppliers, insurance certificates and invoices for stored materials. The Office Engineer shall daily upload all documentation into the DDOT SharePoint site for the project, which will be accessible and monitored by the Program personnel for CM staff performance. Any such uploading by CM or monitoring by Program personnel does not relieve CM of any documentary, administrative or operational responsibilities under the Contract, or of any obligation of CM under the Contract, nor shall it give rise to any waiver of any obligation of CM under the Contract. It is understood and agreed by CM that the District is at all times relying upon CM's ability and expertise in the performance of CM's services.

The Office Engineer shall be responsible for collecting and recording quantities, receiving and checking payment applications and all supporting documents, and expediting timely processing of payment applications. The Office Engineer shall maintain records of all quantities, changes, and payments made and shall continuously reconcile quantities and payments with the Project construction contract documents. The Office Engineer shall utilize the AASHTO's FieldBook software for entries of IDRs with quantities to process partial payments.

The Office Engineer shall receive and process all Requests for Information (RFI) and changes and shall expedite and document this process. The Office Engineer in collaboration with the Resident Engineer shall determine who will respond to a request for information and ensure that the response is expected. Any changes that result from the RFI shall be processed through change documentation.

The Office Engineer shall maintain all contract files and assist the Resident Engineer with preparation of general correspondence, meeting minutes, and letters of transmittal, weekly reports, and other documentation. The Office Engineer must have the knowledge and ability to utilize computers, including the latest versions of office productivity and project management software, in daily activities.

The Office Engineer shall hold at a minimum a Bachelor of Science Degree in Civil Engineering or in Construction Management with minimum 4 years of construction experience.

- c. **Two Civil Inspectors (Full Time):** Inspectors shall work under the direction of the Resident Engineer and be responsible for performing inspection of Contractor's work, as assigned by the Resident Engineer to assure the work is in compliance with the requirements of the contract for construction and approved Project construction contract documents. Inspectors shall be familiar with the contract plans, specifications, DDOT procedures, Maintenance of Traffic (MOT) and safety requirements, and be responsible for all tasks

traditionally performed in this role using industry best practices. Inspectors shall take and record quantities, check and verify layout, observe the work and maintain daily reports. Inspectors shall monitor all testing and shall maintain all records of testing, certification and all other quantity records. Inspectors shall maintain inspection records and records pertinent data regarding equipment, material, and labor. Inspectors shall notify the Resident Engineer of quantity/testing issues and shall monitor and document resolutions. Inspectors shall verify and maintain on a daily basis quantity data for use in evaluating and processing applications for payments.

Inspectors must have the knowledge and ability to utilize computers, including the latest versions of office productivity and project management software, in daily activities. Inspectors shall daily scan and upload the inspection reports, photos, and material tickets into the DDOT SharePoint site for the project. Inspectors shall daily submit their IDRs to the Resident Engineer for approval and countersignature.

Inspectors shall at a minimum hold an Associate Degree in Engineering Technology with minimum 2 years of construction experience. Inspectors shall be certified for Asphalt Field, Concrete Field, and Soils and Aggregate Compaction areas from local or national certification programs such as VDOT, ACI, NICET, or MARTCP.

- d. **Public Outreach Specialist (Part Time)**: The Public Outreach Specialist shall help the Resident Engineer for responding professionally, timely, and courteously, to concerns about the construction that originate from the public and are reported to the District Government including, e.g., DDOT Public Information Office, the Advisory Neighborhood Commissions (ANC), the city administration, the City Council, and the Mayor. The Public Outreach Specialist shall work together with the Resident Engineer to minimize the impacts of construction on the affected residents, travelers, businesses and institutions. The Public Outreach Specialist working together with the Resident Engineer shall refer all media inquiries to the DDOT Public Information Office (PIO) and immediately report any visits by the media to the Program Manager and to the Deputy Chief Engineer.

7. Selection Process.

a. Form 330.

Offerors must complete U.S. Government Standard Form 330 in response to this RFQ. The form will be used in the selection of an experienced engineering firm as the Contractor. Specific scope elements and key personnel are further defined in this RFQ. Offeror's responses in the Form 330 will be used to evaluate Offeror with respect to the evaluation criteria set forth in Section 10 of this RFQ.

b. Qualifications-Based Selection.

Contractor selection will be in accordance with the provisions of Title 27, Sections 2620 through 2628 of the District of Columbia Municipal Regulations ("DCMR"), Title 40,

Sections 1101 through 1004, of the United States Code (“USC”); and Title 48, Chapter 1, Subpart 36-6 of the Code of Federal Regulations (“CFR”). This procurement will be use a multi-step qualifications-based selection process.

- (1) In step one, an Evaluation Board appointed by the Contracting Officer, will:
 - (a) Evaluate each submitted response.
 - (b) Evaluate the firms in accordance with the criteria set forth in this RFQ.
 - (c) Hold interviews with at least three (3) of the most highly qualified firms about concepts and the relative utility of alternative methods of furnishing the required services (but not concerning fees).
 - (d) Prepare a selection report for the Contracting Officer recommending, in order of preference, at least three (3) firms that are evaluated to be the most highly qualified to perform the required services.

- (2) In step two, the Contracting Officer will review the recommendations of the Evaluation Board and will, with the advice of appropriate technical and staff representatives, make the final selection. The final selection shall be a listing, in order of preference, of the firms considered most highly qualified to perform the work. If the firm listed as the most preferred is not recommended as the most highly qualified by the Evaluation Board, then the Contracting Officer will include in the contract file a written explanation of the reason for the selection. All firms on the final selection list will be considered "selected firms" with which the Contracting Officer may negotiate.

- (3) In step three, negotiations will start with the highest-ranked among the listed selected firms. If negotiations are not successful with an Offeror, then the Contracting Officer will proceed to the next highest-ranked Offeror. The Contracting Officer may request rates, hourly rates by position, profit factors, overhead rates, and other pricing information from Offerors, except that the Contracting Officer may not initiate negotiations of indirect cost rates (as that term is defined under applicable federal law and regulation). Pricing may be part of negotiations in step three. Pricing may also be negotiated on a task order basis.

c. Award.

At the conclusion of the RFQ submission process and the interviews, DDOT intends to award one (1) IDIQ Contract for a base period of one (1) year with four (4) one (1) year options for a potential total of five (5) years. The terms of individual task orders, including price, will be negotiated in response to the issuance of a Request for Task Order Proposal by DDOT.

d. Schedule.

The following milestone dates and time durations are anticipated, and are subject to change.

Advertise Project	April 29, 2016
Last Day to Submit Questions	May 13, 2016
Submittal of Proposals	May 30, 2016

8. Submittal Process and Requirements.

a. Form 330.

Offerors must submit U.S. Government Standard Form 330 in response to this RFQ. Any other format will be considered non-responsive and will not be evaluated by DDOT. Qualifications shall not include any information regarding respondent's fees, pricing, or other compensation. Such information may be solicited from firms qualified by DDOT to participate in the negotiation phase of the selection process. Offeror's Form 330 responses will be used to rank Offeror with respect to the evaluation criteria contained in Section 10 of this RFQ.

b. Minimum Requirements.

In addition to the Form 330, each Offeror must submit the following:

- (1) A Letter of Submittal on the Offeror's letterhead that must include the following:
 - a. The Offeror's expression of interest in being selected for the Project.
 - b. The individual who will serve as the Offeror's Point-of-Contact ("POC"), including the POC's title, address, phone and fax numbers, and email address.
 - c. The individual who will serve as the Offeror's secondary POC, including title, address, phone and fax numbers, and email address.
 - d. The signature of an authorized representative of the Offeror's organization. All signatures will be original and signed in ink. If creation of a joint venture is in process but not yet formed, each authorized representative of each member firm will sign the letter of submittal.

- (2) Disadvantaged Business Enterprise (“DBE”) statement within the Letter of Submittal confirming Offeror is committed to achieving the required DBE goal overall and for each task order.

Failure to submit the items required in this Section 8.b may result in the submittal being deemed non-responsive.

c. Website.

The RFQ documents and any amendments or updates to the RFQ will be available on the D.C. Office of Contracting and Procurement’s website: <http://ocp.dc.gov>.

d. Amendments.

Offerors shall acknowledge receipt of any amendment to this solicitation.

e. Subcontractors.

Offeror must identify any subcontractors that are included as part of Offeror's proposed team, including their role-related experience for the Project. Offeror must list projects for which the subcontractor(s) has worked with the Offeror.

f. Submittal Requirements.

All Offerors shall note the following requirements. For the purpose of this solicitation, each printed side shall be considered one (1) page.

- (1) All responses shall be bound, with no font size smaller than 9 point.
- (2) All pages shall be oriented in such a way that no page is greater than 8.5” x 11”.
- (3) Any additional information supplied by the Offeror under Section H of the Form 330 shall be limited to 15 pages.
- (4) To be considered responsive, one (1) USB flash drive and five (5) hard copies of the Standard Form 330 must be received by the Offeror by 2:00 p.m. on May 30, 2016, to the attention of the following at the following location:

Ms. Courtney B. Lattimore
Contracting Officer
Office of Contracting and Procurement
District Department of Transportation
55 M Street, SE
4th Floor – Bid Room
Washington, D. C. 20003

- (5) Offerors may submit questions in writing to DDOT up to 21 calendar days prior to the submission deadline.
- (6) DDOT will not acknowledge or receive submissions in response to this RFQ that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

g. District of Columbia's Reservation of Rights.

The District of Columbia makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ for any project within and no such representation is intended to be, or should be, construed by the issuance of this RFQ. The District of Columbia reserves the right to waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or resulting RFP or contract, when deemed to be in the District of Columbia's best interest.

h. Acceptance of Evaluation Methodology.

By submitting its response to this RFQ, Offeror accepts the evaluation process and acknowledges and accepts that determination of the "most qualified" firm(s) will require subjective judgments by the District of Columbia.

i. No Reimbursement for Costs.

Offeror acknowledges and accepts that any costs incurred from the Offeror's participation in this RFQ process shall be at the sole risk and responsibility of the Offeror. Offerors submit responses to this RFQ at their own risk and expense.

j. Disqualification.

Submittals which are qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind are subject to disqualification by DDOT, at its sole option and discretion.

k. Preparation of Submittal.

Each submittal should be prepared simply and economically, providing a straightforward, concise description of your firm's ability to meet the requirements of this RFQ and the potential RFPs for task orders. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of DDOT's needs.

l. Representations.

Representations made within the Offeror's qualifications submittal and any subsequent proposal will be binding on responding firms. The District of Columbia will not be bound to act by any previous communication or submittal submitted by the Offeror firms other than in response to this RFQ.

m. Compliance.

Failure to comply with the requirements contained in this RFQ may result in a finding that the Offeror is not qualified and is ineligible to submit a proposal in response to any subsequent RFP.

n. Eligible Offerors.

Only individual firms (including, for example, individuals, sole proprietorships, corporations, limited liability companies, limited liability partnerships, and general partnerships) or formal joint ventures may apply. Two firms may not apply jointly unless they have formed a joint venture. Any associates will be disqualified. (This does not preclude an Offeror from having subcontractors.)

o. Ownership of Submissions and Freedom of Information Act.

The District of Columbia Freedom of Information Act ("FOIA"), District of Columbia Code ("DC Code") Sections 2-531 through 2-539, provides that any person has the right to request access to records. All public bodies of the District government are required to disclose public records, except for those records, or portions of records, that are protected from disclosure by the exemptions found at DC Code § 2-534. Subject to the exceptions specified herein, and in the FOIA, all written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, and other graphic and visual aids submitted to DDOT during the procurement process, whether included in response to this RFQ, or otherwise submitted, become the property of the District of Columbia upon delivery to DDOT, and will not be returned to the submitting parties. Proposers should familiarize themselves with the provisions of the FOIA requiring disclosure of public information and exceptions thereto. In no event shall the District of Columbia, DDOT, or any of their agents, representatives, Contractors, directors, officers, or employees be liable to an Offeror or Offeror team member for the disclosure of any materials or information submitted in response to this RFQ.

p. Protests.

Any Proposer who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350 N, Washington, D.C.

20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer listed in this ITP.

9. DBE Goal.

A 10% DBE subcontracting goal for firms certified as DBE's in accordance with Title 49, Subtitle A, Part 26 of the CFR has been established for this federally-assisted contract. The contract will be subject to all applicable Federal regulations including Title VI of the Civil Rights Acts of 1964. If Offeror does not meet the DBE goal, then Offeror will be required to demonstrate good faith efforts in accordance with Title 49, Subtitle A, Part 26 of the CFR.

Title VI of the Civil Rights Act Of 1964, as amended:

During the performance of the Contract, the Contractor and any of its subcontractors shall comply with Title VI of the Civil Rights Act of 1964, as amended. This Act provides that no person shall, on the grounds of race, color or national origin, be excluded from participation in, or be denied the benefits of or be subject to discrimination in federally funded program and activities. See 42 U.S.C. §2000d *et seq.*

For additional information, refer to Exhibit A.

10. Evaluation and Selection.

Offerors will be ranked by the Evaluation Board in descending order based on the total combined score comprised of the evaluation criteria score and the interview score, both as described below.

a. Criteria.

Contractor selection will be based on the following criteria and corresponding maximum points:

- (1) Professional qualifications necessary for satisfactory performance of required services, including professional qualifications of Key Personnel (25 points)
- (2) Specialized experience and technical competence in the types of work required as stated above in Section 4. (25 points)
- (3) Capacity to accomplish the work in the required time (20 points)
- (4) Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules (20 points)
- (5) Location in the general geographical area of the project, and knowledge of the locality of the project (10 points)

Maximum possible subtotal: 100 points

b. Interviews.

The Offerors scoring the highest in categories 10.a(1) through 10.a(5) above will be invited to participate in an oral presentation/interview. Offerors selected to participate will be notified in writing. Refer to the Schedule in Section 7.d for estimated dates (which are subject to change). DDOT intends to invite at least three (3) Offerors to interview, but no more than four (4). Specific information about the location and time of the interview, and other details will be provided at the time of notification.

Oral interviews of no longer than 60 minutes will be conducted. The interview will begin with a 30-minute presentation by the Offeror followed by questions from the committee members.

Evaluation of the Oral Presentation/Interview will be as follows:

- (1) In-depth team understanding of the NHS Routes and the District’s Federal Aid Pavement Restoration Program – maximum score of 5 points
- (2) Offeror understanding of key stakeholders, permitting requirements, and strategy for public engagement – maximum score of 5 points
- (3) Offeror understanding of key issues and potential mitigation measures – maximum score of 5 points
- (4) Offeror discussion of how quality will be incorporated throughout construction management activities – maximum score of 10 points
- (5) Offeror's demonstrated in-depth knowledge of project scope, potential required services, proposed project approach, and items 10.a(1) through 10.a(5) above, in response to questions from Evaluation Board – maximum score of 15 points.

Maximum possible subtotal: 40 points

c. Scoring Methodology.

The Evaluation Board will review the submittals with reference to the evaluation factors specified in Sections 10.a and 10.b in accordance with the rating scale provided in this Section and will assign a quantitative rating for each of the evaluation factors.

(1) Rating Scale

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; Proposer did not address the factor.
1	Poor	Marginally meets the minimum requirements; major deficiencies which may be correctable.

2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

(2) Application of Rating Scale

The rating scale is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the Offeror's score for each factor. The Offeror's total score will be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to fifty (50) points, using the Rating Scale above, if the District evaluates the Proposer's response as "Good," then the score for that evaluation factor is 4/5 of 50, or 40 points.

If sub-factors are applied, the Offeror's total score will be determined by adding the Offeror's score for each sub-factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub-factors of twenty (20) points each, using the Rating Scale above, if the District evaluates the Offeror's response as "Good" for the first sub-factor and "Poor" for the second sub-factor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first sub-factor plus 1/5 of 20 or 4 for the second sub-factor, for a total of 20 for the entire factor.

EXHIBIT A

PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISE AND NON-DISADVANTAGED BUSINESS ENTERPRISE FIRMS

Policy: The District Department of Transportation (DDOT) has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The District Department of Transportation (DDOT) has received Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the District Department of Transportation (DDOT) has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the District Department of Transportation (DDOT) to ensure that DBEs are defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also our policy:

- To ensure nondiscrimination in the award and administration of DOT - assisted contracts;
- To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
- To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
- To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
- To help remove barriers to the participation of DBEs in DOT assisted contracts;
- To assist the development of firms that can compete successfully in the market place outside the DBE Program.

Lisa Gregory, Esq., Chief Office of Civil Rights has been delegated as the DBE Liaison Officer. In that capacity, the Chief Office of Civil Rights is responsible for implementing all aspects of the DBE program. Implementation of the DBE program is accorded the same priority as compliance with all other legal obligations incurred by the District Department of Transportation (DDOT) in its financial assistance agreements with the U.S. Department of Transportation.

The District Department of Transportation (DDOT) has disseminated this policy statement to the DDOT's Executive Team and all of the components of our organization. We have distributed this statement to DBE and non-DBE business communities that perform work for us on DOT-assisted contracts on The District Department of Transportation (DDOT) website and on the agency bidders' document.

Sincerely,

Leif A. Dormsjo
Director, District Department of Transportation

Definitions -The following definitions apply to this contract:

- A. **“Disadvantaged business”** means a small business concern, (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.
- B. **“Small business concern means”**, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in § 26.65(b).
- C. Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
 - Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
 - “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
 - “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
 - “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
 - “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
 - “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
 - Women;
 - Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

The Contracting Officer shall make a rebuttable prerogative that individuals in the above groups are socially and economically disadvantaged. This prerogative shall be based on criteria set forth in 49 CFR Part 26. The Contracting Officer also may determine, on a case-by-case basis, that individuals who are not members of one of the above groups are socially and economically disadvantaged.

PROMPT PAYMENT/DBE CONTRACT COMPLIANCE SYSTEM

Prompt Payment: The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than **no later than 7 days** from the receipt of each payment the prime contract receives from The District Department of Transportation (DDOT) .The prime contractor agrees further to return retainage payments to each subcontractor within **no later than 7 days** after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the DDOT. This clause applies to both "DBE and non-DBE subcontracts."
Failure to do so shall be grounds for appropriate action against the party involved (e.g.: findings of non-responsibility for future contracts and/or suspension and debarment).

DBE Contract Compliance System: This contract is subject to contract compliance tracking, and the prime contractor and any subcontractors are required to provide any noted and/or requested contract compliance-related data electronically in the Contract Compliance System. The prime contractor and all subcontractors are responsible for responding by any noted response date or due date to any instructions or request for information, and to check the Contract Compliance System on a regular basis to manage contact information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contact information is accurate and up-to-date. District DOT's Office of Civil Rights may require additional information related to the contract to be provided electronically through the system at any time before, during, or after contract award.

Information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract. The Contract Compliance System is web-based and can be accessed at the following Internet address: <https://ddot.dbesystem.com>

Your firm **MUST** log into the system to review and update the required information **within 10 business days of receiving "NTP" from DDOT**. Please be advised that as the Prime Vendor, you are responsible for ensuring that all required information is entered, that it is accurate, and that your subcontractors verify payments received. Failure to cooperate with the Office of Civil Rights may result in breach of contract.

The Prime must upload and report the following items:

- Upload all signed agreements between the Prime and DBE firms well as the non-DBE subcontracts on the Contract Compliance System.

- Prime must report all payments to DBE firms and all subcontractors to the [Contract Compliance System](#) by the 15th of the month for the previous month activity under this project even if no activity for a month.
- A completed DDOT DBE Contractor Payment form and a copy of all cancelled check payments to DBE firms and all subcontractors should be Upload to [Contract Compliance System](#) by the 15th of the month for the previous month activity. A form MUST be completed monthly even if no activity for a month. (Attached)
“Failure to do so shall be grounds for appropriate action against the party involved (e.g.: findings of non-responsibility for future contracts and/or suspension and debarment).”

This online system allows vendors to actively support our efforts to achieve diversity participation, maintain accurate contact information, and report subcontractor payment details. As a Prime Vendor, you are required to log in to review and update certain specific information regarding payments to your subcontractors, and all contact information (name, address, phone, fax, email) for your firm and the subcontractors. You can also identify who in your firm should be our main contact for each of your contracts. To begin, follow the steps below:

1. Visit <https://ddot.dbesystem.com>. Follow the on-screen directions to **look up your account** and then access the secure system. Contact Customer Support via any of the system links if you have any questions while attempting to access your account.
2. **Review and update all contact and contract information** as necessary for your firm and subcontractors.
3. **Ask your subcontractors to log in** to review and confirm amount reported for each time period.

Each month from contract award until close out you are also required to log-in and report payment information. Payment information is reported by completing the pending **Contract Audits** which can be accessed from your Dashboard by clicking on “Contract Audits”. For each monthly audit, click on “Incomplete” in the Status column and report the amounts paid to each subcontractor during the month. You will also report the amount paid to you as the prime for the time period.

Repeat these steps for any additional incomplete audits on this or additional contracts that are assigned to you in the system.

You may also register for upcoming training sessions to learn more about system functionality, as well as classes that focus specifically on reporting payment to subcontractors. To register, click on “Training Classes” under Help & Tools from any screen in the system and click RSVP next to the “Contract Compliance Reporting – Vendor Training.” You can also access the training classes without logging in here <https://ddot.diversitycompliance.com/events.asp> Additional information is available by clicking on the “Information for Vendors” link on the right-hand side of the home page under System Links.

There is no cost to Contractors for this service. You may add as many users to you your account as necessary to report and view contract compliance data (please do not share accounts between people). If you require technical assistance during the process, please use the online support form or email DDOT@dbesystem.com.

Please contact the Office of Civil Rights for any of the following:

- If a DBE firm requires additional technical assistance in order to complete satisfactory performance on this project.
- Change Orders that affect the contract amount affects the DBE Goal. Please contact OCR if there are any change orders processed for this contract.
- If need arises that a joint check arrangement may be executed. You are required to contact OCR **prior** to execution of any joint check arrangement. A joint check arrangement must be approved by OCR!

To obtain additional information on DBE Compliance, please contact the Office of Civil Rights

Mohammed Kabir, PHR/Sr. EO Federal Compliance Officer

Office of Civil Rights
District Department of Transportation
55 M Street, SE, 3rd floor
Washington, DC 20003
(202) 299-2190

Mohammed.Kabir@dc.gov

CONTRACT ASSURANCE /DBE CONTRACT GOALS:

CONTRACT ASSURANCE

The Contractor, Sub-recipient, Sub-Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out all the applicable requirements of 49 C.F.R. Part 26 in the award and administration of USDOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as DDOT deems appropriate.

Furthermore, Title VI of the Civil Rights Act of 1964 assures that no person or group of persons may, on the grounds of race, color, national origin, sex, age, handicap or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any and all programs or activities administered by DDOT. For further information regarding Title VI, please contact the Office of Civil Rights, 55 M Street S.E. 3rd Floor. Washington, DC 20003. Our telephone number is: (202) 671-2620

The above information is applicable to every Contractor including every tier of sub-Contractors, subcontractors, supplier or service providers on this project. It is the responsibility of the prime Contractor, and all sub-Contractors, subcontractors, suppliers and service providers to ensure equal opportunity for all firms to participate on this project.

DBE CONTRACT GOALS:

The bidder shall subcontract ten percent (**10%**) of the dollar value of the total amount of this DOT-assisted contract to qualified DBE subcontractors. A complete DBE plan containing a list of DBE firms to be utilized on this project or documentation demonstrating good faith efforts to meet the goal on this project must be submitted within five (5) working days subsequent to bid opening to:

DDOT
Office of Contracting and Procurement
55 M Street S.E. 7th Floor
Washington, DC 20003

Because a DBE contract goal has been established for this contract, only bidders who demonstrate good faith efforts to meet this goal will be considered responsive by doing either of the following:

- (A) Providing a DBE Plan that includes documentation that it has obtained enough DBE participation to meet the goal; or
- (B) Providing documentation that it has made adequate good faith efforts to meet the goal, even though it did not succeed.

(A) DBE Plan shall include, but is not limited to the following:

- The names and addresses of DBE firms that will participate in the contract;
- A description of the work that each DBE will perform;
- The dollar amount of the participation of each DBE firm participating;
- Written documentation of the bidder/offeror's commitment to use a DBE subcontractor whose participation it submits to meet a contract goal;
- Written confirmation from the DBE that it is participating in the contract as provided in the prime contractor's commitment; and
- If the contract goal is not met, evidence of good faith efforts, as described below shall be submitted.

(B) Documentation of Adequate Good Faith Efforts Bidders who are unable to document that it has obtained enough DBE participation to meet the goal, must provide documentation showing that it made adequate good faith efforts to meet the goal, even though it did not succeed.

Demonstrating good faith efforts means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

The following is a list of types of actions which will be considered as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

- Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have

the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own force.
- Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (a) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

(b) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

5. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal.

6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal

minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

The Office of Civil Rights takes the process of substitution of DBE firms on federal-aid contracts very seriously. Therefore, substitution of DBE firms will not be considered without proper written documentation and until all efforts to correct any disagreements have been made and both parties agree to the substitution.

- **"No terminations or substitutions of DBEs are allowed without the written prior approval by the Office of Civil Rights and following all requirements in 49 CFR Part 26.53 (f) (1)-(6)."** If a substitution is necessary the new firm must be within the same NAIC Code as the previous DBE firm and must be approved by the Office of Civil Rights. All requests should be submitted to Mohammed Kabir, PHR, Sr. EO Local and Federal Compliance Officer, Office of Civil Rights, 55 M Street, SE 3rd Floor, Washington, DC 20003.

DDOT/WMATA DBE Directory:

Our DBE Directory is a great resource for our Prime Contractors to identify partners that are DBE Certificated with District Department of Transportation and Washington Metropolitan Area Transit Authority. Our DBE Directory is updated daily.

<http://ddotfiles.com/db/DBE/dbe.php>

If a proposed partner from the Prime Contractors is not in the DDOT DBE Directory. Please contact our office.

Leutisha Stills, Equal Opportunity/DBE Program Specialist

DDOT Office of Civil Rights
55 M Street, S.E., 3rd Floor
Washington, D.C. 20003
(202) 671-0479
Leutisha.Stills@dc.gov

Catherine Svoboda, DBE & Compliance Specialist

WMATA - DBE

600 Fifth Street, NW, 3C

Washington, DC 20001

202-962-1854

csvoboda@wmata.com

http://www.wmata.com/business/disadvantaged_business_enterprise/dbe_search.cfm

The above-referenced contract has DBE Utilization goals which you are required to meet as a material term of your contract. A Contractor's failure to carry out its commitment regarding DBE participation in the course of the Contract's performance may constitute a material breach of the Contract; and failure to meet commitments may result in withholding of payments under the Contract, contractual penalties, disqualification and any other remedy provided. It is the Contractor's responsibility to report on its DBE participation.