

**DISTRICT OF COLUMBIA  
DEPARTMENT OF TRANSPORTATION**

**REQUEST FOR QUALIFICATIONS**

**PROGRAM MANAGEMENT/CONSTRUCTION MANAGEMENT CONSULTANT  
FOR  
SOUTH CAPITOL STREET CORRIDOR – PHASE 1**



**September 5, 2016**

Contract Identification No.:	DCKA-2016-Q-0540
Contracting Officer:	Mr. Steve Wishod Contracting Officer <a href="mailto:steven.wishod@dc.gov">steven.wishod@dc.gov</a>
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**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 firms (“Offerors”) interested in providing Program Management and Construction Management Consultant Services (“PM/CM”) for the South Capitol Street Corridor – Phase 1 Design/Build Project (“Project”) within Southeast Washington, DC.

Selection of a Consultant will be made using a qualifications-based process.

**2. Project Background.**

a. The Project includes one of the most important corridors and widely-used bridges in Washington, D.C. The Project will transform the existing corridor into an urban gateway to the District’s monumental core and the U.S. Capitol. The complete South Capitol Street Corridor Project consists of five unique segments, however, only Segments 1 and 2 are being constructed as part of the Project. The details of Segments 1 and 2 are as follows:

(1) Segment 1

- (a) Removal and replacement of the Frederick Douglass Memorial Bridge.
- (b) Construction of the bridge approach ovals, connection to adjacent streets, and reconstruction of adjacent streets
- (c) Realignment of South Capitol Street within the limits of the Project.

(2) Segment 2

- (a) Replacement of the Interstate 295 bridges within the limits of the Project
- (b) Reconstruction of the Interstate 295/Suitland Parkway Interchange.

b. The Project is an active procurement. Design/Build Teams have been shortlisted, and the Final Request for Proposals (“Project RFP”) was released on March 25, 2016 with an anticipated Notice to Proceed #1 no later than February 10, 2017. The Project RFP is attached hereto as Exhibit A. Some of the major goals of a Design/Build Agreement (“DBA”) with the future Design/Build Contractor for the Project are as follows:

(1) Design and construct improvements within the South Capitol Street Corridor that transform South Capitol Street into a grand urban boulevard consistent with the Anacostia Waterfront Initiative.

- (a) Replace the existing Frederick Douglass Memorial Bridge with a new iconic structure that reflects the traditions of great civic design in the District.
- (b) Develop public spaces within the ovals which provide opportunities for future commemorative works integrated with a network of urban open spaces throughout the project.

- (2) Improve connectivity, traffic mobility, and safety and operational characteristics in the Project corridor. Maintain worker and public safety while minimizing impacts to local residents, businesses, and the traveling public during construction.
  - (3) Incorporate aesthetic and sustainable materials and elements throughout the corridor reflecting the natural and historic resources of the area. Ensure compliance with all environmental requirements related to the protection of all natural and historic resources in the area.
  - (4) Achieve Project Final Completion on, or prior to, December 31, 2020.
- c. For more information about the Project, visit the currently available website at <https://www.anacostiawaterfront.org/awi-transportation-projects/south-capitol-street-corridor/>. This web site may be discontinued without notice.

### **3. Project Scope.**

In response to the complexity of the design/build procurement, and the need to effectively deliver the Project within the allocated time and budget, DDOT is soliciting A/E consultants to provide needed management support under a PM/CM contract (the "Contract"). Under the terms and conditions of the Contract, the successful Offeror will serve as a management extension of DDOT staff, assisting in the successful delivery of the Project.

### **4. Responsibilities of Consultant.**

- a. Consultant shall perform its services consistent with the skill and care ordinarily provided by program managers and construction manager-agents practicing in the Washington, D.C. metropolitan area on projects of a similar type, cost, and size. The Consultant shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.
- b. Construction management and inspection services shall be provided in consistence with the DBA, the Technical Provisions issued as part of the Project RFP, the Project Quality Manual (when approved), DDOT Standard Specifications for Highways and Structures (2013) as applicable and to the extent not superseded by the DBA, Technical Provisions or Project Quality Manual, and in accordance with the DDOT Construction Management Manual (2010), collectively, the "Standards", all of which are hereby incorporated herein by reference, including any amendments or revisions thereto. If there is a conflict between the provisions of the Construction Management Manual and the Contract, then Consultant shall provide the greater quantity or better quality, unless directed otherwise by the District.
- c. In its role as construction manager-agent, Consultant shall represent the District of Columbia (the "District") in a fiduciary capacity.
- d. In the conduct of all activities required for or otherwise related to the performance of the construction management duties of this contract, Consultant 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 ("CMAA") Code of Professional Ethics which is hereby incorporated by reference. Consultant, however, shall not be required to be a member of CMAA.
- e. Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project.

- f. Consultant shall not engage in any activity, or accept any employment, interest or compensation that would reasonably appear to compromise the Consultant's judgment with respect to this Project, except with DDOT's prior knowledge and prior written consent.
- g. In the conduct of all activities required for or otherwise related to the performance of the Contract, Consultant shall conform to and uphold all established ethical principles and professional standards of practice governing consulting engineers in the District of Columbia, and in any jurisdiction where the Consultant may be licensed or registered.
- h. Consultant shall not have responsibility for the construction means, methods, techniques, sequences or procedures for the work of construction contractors or the Design/Build Contractor for all or any portion of the Project.
- i. Consultant shall provide all necessary expertise and services, and shall have and maintain appropriate licenses that meet District of Columbia requirements, all so that Consultant shall professionally and diligently prosecute the work authorized.
- j. Consultant shall contract for or employ at Consultant's expense, subcontractors to the extent deemed necessary for the work, after submitting a list of such subcontractors to the District for the prior written consent of the District which shall not be unreasonably withheld. Consultant shall not be required to subcontract with any potential subcontractor to whom it has a reasonable objection.
- k. Consultant shall consult with normal and customary employees, agencies, and/or representatives of the District of Columbia regarding the work of the Contract.
- l. Consultant shall work effectively with other District of Columbia and federal agencies.
- m. Consultant shall abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.
- n. Consultant shall perform its services in accordance with all applicable District and federal, laws, codes, regulations, standards, guidelines, and orders.
- o. Consultant agrees that it shall recognize that in the performance of the Contract that it may receive certain information submitted to the District government on a proprietary basis by third parties, information which relates to potential or actual claims against the District government, or information which relates to matters in dispute or litigation. Unless the District consents to a particular disclosure, the Consultant shall use such information exclusively in the performance of the Contract and shall forever hold inviolate and protect from disclosure all such information, except disclosures required by applicable law or court order. The Consultant also agrees that, to the extent it is permitted to disclose such information, it will make such disclosures only to those individuals who need to know such information in order to perform required tasks in their official capacity and will restrict access to such information to such individuals.

**5. Program Management Services.**

Consultant shall provide Program Management services including:

- a. Usual and customary program management of all elements designated under the Project.
- b. Preparation of official correspondence pertaining to the Project under the direction of DDOT.
- c. Design Reviews:
  - (1) The Consultant shall coordinate all design reviews, conduct DDOT's design reviews, and codes and Standards reviews, and prepare design review matrix. For each design submission from the Design/Build Contractor, the Consultant shall coordinate with the reviewing parties as necessary to reconcile any conflicting comments and consolidate all reconciled design review comments into a single design review report.

- (2) The Consultant shall assist in ensuring that all comments are resolved to DDOT's reasonable satisfaction and in compliance with the Conformed Contract (as defined in the DBA). For each design submission after the first-reviewed submission, the Consultant shall check the submission to ensure that all comments on the prior submission have been incorporated or otherwise addressed, and shall include a summary of any unresolved comments in the design review matrix.
  - (3) Prior to the first scheduled design review, the Consultant shall prepare and submit to DDOT for approval a procedure for conducting all design reviews required under this Contract. The procedure must include, to the extent ascertainable, a list of anticipated participants, the responsibilities of participants, the physical location of design reviews, and a detailed schedule of review activities.
- d. Provide yearly updates to the Project's Financial Plan.
- e. Compliance monitoring in the following areas: Disadvantaged Business Enterprise (DBE); Workforce Development; Local Labor Hiring Preference Pilot Program, and Project Labor Agreement.
- f. Provide construction management training as follows:
- (1) In consultation with DDOT Office of Civil Rights, Consultant shall develop a mentoring/training program for construction management trainees. This plan shall be approved by DDOT prior to implementation.
  - (2) Consultant shall conduct, at minimum, two (2) opportunities for individuals to achieve certification in one of the following areas: concrete, soils, traffic control, or flagging. Based upon the selected areas of focus, Consultant shall determine the appropriate number of classes to successfully obtain certification.
  - (3) Consultant shall provide training staff and materials for all classes. Résumés of individuals providing instruction shall be submitted to DDOT for approval.
  - (4) Within 60 days of completion, Consultant shall report on the employment status of each participant.
- g. Provide electronic data collection management and support. Institute and administer project controls including, without limitation, document control utilizing a web-based application. The requirements of Sections 6.h(3) and 6.h(4) shall also apply to the pre-construction and non-construction phases and activities of the Project.
- h. Provide contract compliance and monitoring.
- i. Pre-construction and non-construction change orders:
- (1) Consultant shall document and prepare all requests for changes, either from a Design/Build Contractor or DDOT, including any changes that may revise contract price or contract time for performance.
  - (2) Consultant shall provide review, evaluation, recommendation, and reports, to DDOT for Change Order Requests prepared by the Design/Build Contractor.
  - (3) Consultant shall assist DDOT in negotiating Design/Build Contractor change proposals.
  - (4) Consultant shall prepare independent construction cost estimates as the government estimate to be used in negotiations of change orders. Such independent estimates shall be compliant with the requirements of the DBA, including cost categories and mark-ups as defined in the DBA.

- j. Provide strategic planning for the program, including, but not limited to, relationships between the Project and other projects and programs.
- k. To the extent not the responsibility of the Design/Build Contractor, assist DDOT with (i) coordination with utility companies, other government agencies, or stakeholders and DDOT partners, consultants, and private entities, (ii) developing, acquiring, or modifying memoranda of understanding or agreement with local and/or federal government agencies, and (iii) the development of any other memoranda of understanding or agreement if not sufficiently covered by the DBA.
- l. Assist DDOT in the development of the Frederick Douglass Community Communications Committee, and facilitate quarterly meetings.
- m. Program Quality Management, including Quality Assurance and Quality Control, including development of a project quality manual.
- n. Provide weekly project status reports summarizing progress, upcoming potential traffic impacts, and issues of concern in a format approved by DDOT. Provide progress reports to DDOT on at least a monthly basis, or as otherwise required by DDOT, containing the following information :
  - (1) Percentages of completion;
  - (2) Construction work completed for the period;
  - (3) Defects and deficiencies;
  - (4) Planned and actual construction budget status;
  - (5) Progress photos;
  - (6) Project schedule update;
  - (7) Submittal schedule and status report, including remaining and outstanding submittals;
  - (8) RFI, Change Order, Force Account Change Order, and Letter Directive status reports;
  - (9) QA/QC, testing, and inspection reports;
  - (10) Status of nonconforming and rejected construction work;
  - (11) Consultant's daily logs;
  - (12) Jobsite safety evaluation including incident reports;
  - (13) Cumulative total of the Project costs of the construction work to date including the Consultant's compensation; and
  - (14) Other relevant information as required by DDOT or the Standards.
- o. Drafting of "white papers" and other technical publications, and applications necessary for decision-making by DDOT, external stakeholders or DDOT partners; or for the successful completion of design or construction for the Project.
- p. Assist in, and provide support for, public engagement, including Project website hosting, Project website updates, and Project website management; assist DDOT with coordination with various groups as necessary; monitor, document, and present program activities to ensure that the program status and direction are clearly and accurately understood by stakeholders, courts, governing agencies, interested third parties, and the public at large; graphics product support; and development of media materials necessary to present project activities to stakeholders, other agencies and/or the public.
- q. Consultant shall be responsible for confirming and tracking that all Project-related permits obtained by DDOT are current and renewed on time, and advising DDOT as to whether the Project construction work is within the requirements of the permits from the respective regulating agencies, including, but not limited to, the District Department of Energy and Environment, U.S. Army Corps of Engineers, and U.S. Coast Guard, to the extent not the responsibility of the Design/Build Contractor.

- r. Manage program to ensure that key program management team staff and functions are operating properly and communicating regularly.
- s. Make recommendations to DDOT for a “lessons learned” process for the Project.
- t. Provide program leadership and foster a culture of innovation, excellence, collaboration, and mutual support on the Project.
- u. Attend and participate in all meetings including, without limitation, on-site construction meetings, and meetings with the District of Columbia, federal and regional agencies, as required by DDOT.
- v. Provide oversight of other professional services and construction management firms, if any, under contract with the District of Columbia for the Project, if needed.
- w. Prepare and distribute an agenda for each Consultant-hosted Project meeting, in advance of the meeting date. At a minimum, unless Consultant’s QA/QC plan includes a more stringent standard, Consultant shall (i) provide representation at all meetings that shall include individuals having knowledge of the agenda topics, and authority to make decisions and commit resources on behalf of Consultant, (ii) provide minutes of all Consultant-hosted Project meetings and presentations to all attendees identifying new and unresolved old action items and the responsible party for each such item, (iii) maintain a resolution matrix of such issues in DDOT-approved format, (iv) provide minutes within seven calendar days after each meeting, and (v) reply to correspondence from DDOT, other agencies and entities with jurisdiction over the Project, and Design-Build Contractor within seven (7) calendar days.
- x. Provide progress reports, including cost and schedule information/updates, pre-construction and non-construction activities, and other program reports as defined by and required by DDOT, to DDOT on at least a monthly basis, and using the format and content requirements provided by DDOT. During the construction phase, these reports may be combined with the construction management progress reports required by Section 6 below.
- y. Assist with the preparation of any additional RFQs and RFPs for the Project, however, Consultant shall not provide any engineering design services.
- z. Review and comment on any proposed changes in Design/Build Contractor’s pricing at the end of each design phase or sub-phase, and participate in cost control management of the Project to ensure that the Project can be constructed for the authorized budget amount.
- aa. Participate in and contribute to value engineering and value analysis exercises as required for the Project.
- bb. Evaluate and review design errors and omissions, rendering professional opinions to DDOT, and assisting DDOT in recovery efforts if necessary. Assist DDOT and other District agencies, as required, in the review, evaluation, and negotiation of claims from the Design/Build Contractor, and other claims arising out of the Project.
- cc. When reviewing, evaluating, monitoring, coordinating, and reporting with respect to the services of other consultants and contractors, Consultant shall apply all applicable District and federal, laws, codes, regulations, standards, guidelines, and orders, including, without limitation, the then-current version of the Standards.
- dd. Review Design/Build Contractor’s requests for payment and make recommendations to DDOT as to non-payment, or payment in whole or in part. A recommendation to DDOT for payment of a request for payment from Design/Build Contractor shall mean that, to the best of Consultant’s knowledge, information, and belief, for design work, such design work has progressed to the point indicated in the recommendation, has met the requirements of the Conformed Contract, and has been properly accepted or meets the requirements for acceptance by DDOT pursuant to the terms of the DBA. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion and Final Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor

deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by Consultant.

**6. Construction Management Services.**

Consultant shall provide all usual and customary construction management of all construction of the Project, including, without limitation:

**a. Scheduling.**

- (1) Review and comment on the Design/Build Contractor's Project schedule and all subsequent updates including payment schedules.
- (2) Monitor the activities of the Design/Build Contractor to ensure that the construction work is performed in accordance with a DDOT-approved construction schedule ("Schedule") and to ensure that DDOT tasks and activities comply with the Schedule.
- (3) If, at any time, it appears that the Schedule will not be met, then Consultant shall recommend corrective action to DDOT.
- (4) Make recommendations to DDOT with respect to assessment of delays caused by the Design/Build Contractor.

**b. Quality Management, Testing, and Inspection.**

- (1) Review and comment on Design/Build Contractor's Quality Management Plan, including quality assurance and quality control ("QA/QC"), and whether Design/Builder's proposed testing laboratories meet required certification standards.
- (2) Monitor the quality of materials and work in place in order to confirm compliance with the Conformed Contract, and industry quality standards if not specified in the Conformed Contract. This shall include processing of shop drawings and other submittals as described below in this Section 6, monitoring of all testing both on-site and off-site, observation of the work being installed, and gathering of certifications, warranties, and guarantees.
- (3) If directed by DDOT, verify that scheduled tests are conducted as scheduled, and witness all major tests.
- (4) Review test results for contract compliance. Notify DDOT of any testing failures and recommend corrective action to DDOT. Oversee approved corrective action and retesting.
- (5) Provide independent quality management including independent audit and verification of all elements of the construction work.
- (6) Maintain daily quality management audit reports throughout the duration of the Project.
- (7) Schedule weekly quality management meetings during construction with the Design/Build Contractor.

**c. Requests for Information.**

- (1) Receive and respond to Requests for Information ("RFI" in the singular, "RFIs" in the plural) from the Design-Build Contractor, including clarifications of the contract documents and resolution of field conditions that may represent a change to the Design/Build Agreement conditions, all in a timely manner and within the maximum period of time permitted by the Design/Build Agreement so as not to cause delay to the construction.

- (2) Provide review, evaluation, recommendation, and reports to DDOT for RFIs prepared by the Design/Build Contractor that may substantially impact the operational character of the Project, Project schedule, or Project budget or that are not in conformance with DDOT design and construction standards, including, without limitation, (i) provide recommendations to DDOT as to whether the response to an RFI requires and adjustment in the Design/Build Agreement price or time for performance, and (ii) advise DDOT as to whether a response to an RFI requires additional design or technical documentation.
- (3) Maintain a log of all RFIs.
- (4) Return questionable, spurious, excessive, dilatory, or abusive RFIs to the Design-Build Contractor.

d. **Project Administration.**

- (1) Provide onsite staff, sufficient in number and qualifications, to carry out Consultant's duties under this Contract including, without limitation, inspections, advising DDOT with respect to the resolution of field construction problems, and providing input for design changes, on the Project.
- (2) Maintain a job log using the DDOT standard Daily Inspection Report form which is attached hereto as Exhibit B.
- (3) Endeavor to ensure that the Design-Build Contractor's work is completed by the Design-Build Contractor in strict accordance with the Design-Build Agreement, including, without limitation, plans and specifications, required quality standards, the contract performance period, and the contract price. Observe construction and make recommendations to DDOT concerning construction progress, quality of construction, and conformance with the contract documents. Consultant, however, shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
- (4) Notify DDOT of any defects or deficiencies observed in the construction work.
- (5) If it appears that the Design-Build Contractor is failing to meet any of the requirements of its contract, then Consultant shall recommend actions to be taken by DDOT in response to such failure.
- (6) Assist DDOT, as required, in obtaining Contractor's evidence of insurance, consent of sureties, releases and waivers of liens, and other documentation required of Design/Build Contractor.
- (7) Attend pre-construction conferences prior to the commencement of construction for each element of the construction work.
- (8) Verify that Design-Build Contractor's field measurements, base lines, and benchmarks, as set forth in the Project construction contract documents for the Project, to the best of Consultant's knowledge, information, and belief, are in accordance with such requirements.
- (9) When the construction work or a designated portion thereof achieves substantial completion as may be defined in the Design/Build Agreement, Consultant shall certify to DDOT such substantial completion.
- (10) Evaluate the final completion, as defined in the Design/Build Agreement, of the construction work and shall advise DDOT when the construction work is ready for final inspection. Consultant shall convene and conduct a final acceptance conference, and shall develop punch list items, jointly with Design/Build Contractor, that require action prior to final acceptance.
- (11) Assist DDOT in coordinating the construction work with DOEE, the District of Columbia Water and Sewer Authority, the Federal Highway Administration (FHWA), Washington

Gas, PEPCO, WMATA, the National Park Service, U.S. Army Corps of Engineers, U.S. Coast Guard, Advisory Neighborhood Commissions, and other agencies and organizations, as applicable, and to the extent not the responsibility of the Design/Build Contractor.

- (12) Assist in the assessment of utility conflicts, provide recommendations if conflicts are encountered, and facilitate coordination between multiple disciplines, stakeholders, and agencies, to the extent not the responsibility of the Design/Build Contractor.

e. **Submittals.**

- (1) Consultant shall support processing of Design/Build Contractor submittals.
- (2) Consultant shall maintain a log of Design/Build Contractor submittals, and shall manage the process of submittal review and approval.
- (3) Consultant shall endeavor to ensure that all required Design/Build Contractor submittals are timely, however, Design/Build Contractor shall ultimately remain responsible for its timeliness.
- (4) Consultant shall check each submittal for completeness and conformance with construction documents. Consultant shall return incomplete or nonconforming submittals to the Design/Build Contractor. Consultant shall forward complete and conforming submittals to DDOT.
- (5) Consultant shall coordinate the resolution of rejected submittals.

f. **Changes to the Construction Work.**

- (1) Consultant shall document and prepare all requests for changes, either from a Design/Build Contractor or DDOT, including any changes that may revise contract price or contract time for performance.
- (2) Consultant shall provide review, evaluation, recommendation, and reports, to DDOT for Change Order Requests prepared by the Design/Build Contractor.
- (3) Consultant shall assist DDOT in negotiating Design/Build Contractor change proposals.
- (4) Consultant shall prepare independent construction cost estimates as the government estimate to be used in negotiations of change orders. Such independent estimates shall be compliant with the requirements of the DBA, including cost categories and mark-ups as defined in the DBA.

g. **Project Safety.**

- (1) Monitor the Design/Build Contractor for conformance with contractual safety requirements, and with applicable regulatory requirements, and shall bring all observed violations to the attention of the Design/Build Contractor. The Consultant team is not responsible for the safety of the Design/Build Contractor's work force and methods of construction, but shall require correction of observed situations that are potentially dangerous to workers, the public and the project, and shall order the termination of work that poses a serious and imminent danger to public safety or substantial property damage.
- (2) Report immediately all accidents requiring medical attention or property damage to the DDOT Project Manager.
- (3) Report any site inspection or request for a site inspection by any federal or District safety, health or environmental authority to the DDOT Project Manager.

- (4) Cooperate with officials of other agencies (federal and District) who are vested with authority to enforce requirements of applicable regulatory safety and health requirements.
- (5) Take action consistent with Design/Build Contractor's approved Safety Plan and Project Management Plan.

h. **Project Records.**

- (1) Review and comment on final as-built drawings submitted by Design/Build Contractor. Monitor adequacy of Design/Build Contractor's as-built drawings regularly throughout the Project.
- (2) Prepare, maintain and secure, and keep current, using the document control system provided by DDOT, all construction contract records including, without limitation, correspondence, submittals (including annotations), pending and approved change orders including supporting documentation, "value engineering" recommendations, RFIs and responses thereto, claims including supporting documentation, partial payments, meeting minutes, daily inspection reports, construction estimates, as-built drawings, specifications, submittals, safety reports, shop inspections, accident reports, monthly status reports, safety plans and incident reports, non-compliance and rejection notices, and other relevant information as required by DDOT or the Standards.
- (3) All project records shall be uploaded to the Project E-Builder site. Final records will be uploaded to the Project SharePoint site. Consultant shall enter into such data-sharing and data protection agreements as may be necessary, and as required by DDOT, for Consultant to perform its duties in this subsection (3).
- (4) Using the document control system provided by DDOT, all project records shall be made available to DDOT and, upon completion of the Project, shall be available to DDOT at its principal offices. Assist DDOT in managing its contract with a third-party vendor for the document control system.
- (5) Track and monitor the preparation of documentation for close-out. Close-out includes the set-up of preventive maintenance programs, management of warranties and asset preservation for each project executed.

i. **Payments to Contractor.**

- (1) Observe the progress of construction to determine whether construction has progressed to the points or percentages of completion claimed in Design/Build Contractor's requests for payment to DDOT.
- (2) Maintain detailed accounting records for construction work reasonably requiring accounting records for the purposes of DDOT's review and payment.
- (3) Review Design/Build Contractor's requests for payment and make recommendations to DDOT as to non-payment, or payment in whole or in part.
- (4) A recommendation to DDOT for payment of a request for payment from Design/Build Contractor shall mean that, to the best of Consultant's knowledge, information, and belief, for construction work, that the construction work has progressed to the point indicated in the recommendation, and that the quality of the construction work is in accordance with the Project contract documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion and Final Completion, (2) to results of subsequent tests and

inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by Consultant.

**7. Conflicts.**

If, at any time during the performance of the Contract, any (i) actual, potential, or perceived conflict of interest, (ii) appearance of impropriety, or (iii) actual, potential, or perceived self-dealing, on the part of Consultant, should arise because of the inclusion of both project management and construction management scope of services elements under the Contract (“Services Conflict”), then the District may, at its sole discretion, unilaterally remove such elements of service giving rise to the Services Conflict from the scope of the Contract and equitably adjust the Contract Price accordingly.

The Consultant awarded this contract will be excluded from competing as a bidder or offeror either as a prime contractor or consultant, or as a member of any team, for any future South Capitol Street Corridor Phase I Project consulting, professional services, design, construction, design-build, and construction management projects during the life of this Contract, unless released by DDOT at DDOT’s sole option and discretion. As of the date of this RFQ, there are no known other South Capitol Street Corridor Phase I Projects. If a subconsultant is not otherwise conflicted out, DDOT intends, upon request, to allow participation by such subconsultants on future South Capitol Street projects during the life of this Contract.

Offerors must provide information regarding all potential organization conflicts of interest in their Statements of Qualifications, including all relevant facts concerning any past, present, or currently planned interests that may present an organizational conflict of interest, as required by 23 CFR § 636.116. The Contracting Officer will determine whether an organizational conflict of interest exists and what actions are necessary to avoid, neutralize, or mitigate such conflict. See also 27 DCMR § 2222.

**8. Key Personnel.**

In response to the anticipated scope for the Project, DDOT has identified the following key personnel positions. The successful Offeror will not be allowed to change Key Personnel named in response to this RFQ, except with the Contracting Officer’s prior written approval. Each person will be required to be co-located with DDOT personnel and the Design/Build Contractor’s staff, or as otherwise specified by DDOT.

(a) **Program Manager** – The Program Manager will be responsible for the overall management and delivery of the Project. The Program Manager will be responsible for ensuring that personnel and other resources are made available when needed. The Program Manager must be a professional engineer licensed in the District of Columbia (or have the ability to become licensed within six months of the date of the Contract), and have at least 20 years’ experience in a comparable function on at least two similar projects. The Program Manager will be expected to possess the following qualifications and abilities:

- (1) Strong and effective management skills capable of providing overall direction, coordination and accomplishment of contractual functions and requirements on the procurement of design and construction services.
- (2) Ability to establish and maintain effective working relationships with, and evaluate the work of consultants, contractors, construction managers, and others.
- (3) Use of tact and discretion in dealing with those contacted in the course of the work.

- (4) Fostering development of excellent and responsible architectural and engineering design and construction.
  - (5) Ability to communicate effectively, orally and in writing especially on technical subjects; expertise in preparing written reports, correspondence, and in briefing clients and management personnel.
  - (6) Ability to analyze contract documents and construction projects for code deficiencies with respect to District and federal requirements.
  - (7) General knowledge of construction methods and techniques.
  - (8) Ability to interpret architectural and engineering drawings and specifications, and to coordinate them.
  - (9) Knowledge of and familiarity with related engineering fields sufficient to ensure that areas of overlapping responsibilities between technical disciplines receive proper consideration.
  - (10) Ability to lead construction contractors and construction managers relative to activities on project construction sites and to analyze construction requests for information, change order requests, change orders, and payment applications.
  - (11) Knowledge of construction site reporting systems, to monitor and control projects, such as CPM scheduling and project cost status reporting.
  - (12) Employ computer applications to collect, analyze, and communicate information.
- (b) **Construction Quality Manager** – This individual will be responsible for overseeing the construction management of the Project so as to deliver construction activities with quality work, on time, and on budget within the protocols and procedures of DDOT and the contractual requirements. This person must have demonstrated experience in complex urban highway, bridge, transit and river crossing projects, and have at least 25 years’ experience in the construction industry, and performed a comparable independent quality management function within the last 10 years.
- (c) **Contract Manager** – This individual will be responsible for ensuring the Project adheres to all contractual and environmental requirements. This person shall be fully knowledgeable in design/build contracts, contract interpretation, DDOT’s protocols and requirements and design standard interpretation. This person must have demonstrated experience in both design and construction of complex urban highway, bridge, transit and river crossing projects, be a licensed professional engineer, have at least 15 years’ relevant experience, and performed a comparable function within the last five years.
- (d) **Bridge Design Quality Manager** – The Bridge Design Quality Manager will be responsible for overseeing the bridge design of the Project, including, without limitation, the new Frederick Douglass Memorial Bridge, so as to ensure that all structural activities are delivered with quality work, on time, and within budget in accordance with DDOT and contractually-required standards. The Bridge Quality Design Manager shall be responsible for independent audit and verification of all elements of the bridge design, retaining walls, and all other structural elements. The Bridge Design Quality Manager shall have proven skills in planning, design, scheduling, cost estimating, and a thorough knowledge of all local and federal requirements of structural design. The Bridge Design Quality Manager must be a licensed professional engineer, and have at least 15 years’ experience of relevant experience on at least two (2) signature, iconic bridges, and performed a comparable function within the last 10 years.

- (e) **Roadway Design Quality Manager** – The Roadway Design Quality Manager will be responsible for overseeing the non-structural design components of the project. The Roadway Quality Design Manager shall be responsible for independent audit and verification of the design to ensure compliance with DDOT standards, industry standards, and overall contract compliance. The Roadway Design Quality Manager shall have proven skills in planning and design of roadway facilities, utility mitigation, maintenance of traffic, analysis and implementation of corridor-wide traffic plans, signal plans and Intelligent Transportation Systems. The Roadway Design Quality Manager must be a licensed professional engineer, and have at least 10 years’ of relevant experience, and performed a comparable function within the last five years.
- (f) **Project Controls Manager** – This Project Controls Manager will be responsible for overseeing all of the project controls management for the project. The Project Controls Manager shall have proven skills in developing, implementing and tracking project schedules, documentation, and change order and claim management. This person shall have a thorough understanding of Primavera program management software, E-Builder Capital Management/Construction Management program, and Microsoft SharePoint. Project Controls Manager shall review baseline schedules and update schedules and help the Program Manager to prepare recommendations in a report to DDOT for rejection or approval of the schedules. Project Controls Manager is preferred to have a minimum of four years of construction experience.
- (g) **Civic Engagement Manager** – The Civic Engagement Manager shall manage all project information, traffic advisories, provide DDOT assistance in briefings for elected officials, manage a public information plan, and engage and inform the public on the implementation of the project. This person shall work in conjunction with DDOT’s Public Information Office. The Civic Engagement Manager shall help the Program Manager in responding professionally, timely, and courteously, to concerns about the Project 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 Civic Engagement Manager working together with the Program Manager shall refer all media inquiries to the DDOT Public Information Office and immediately report any visits by the media to the Project or Project offices to the DDOT Deputy Chief Engineer. The Civic Engagement Manager will be responsible for coordinating all external project meetings, including, without limitation, those for the Frederick Douglass Community Communications Committee.
- (h) **Contract Compliance Manager** – The Contract Compliance Manger will be responsible for overseeing all compliance and reporting aspects of the project. The Contract Compliance Manager shall have demonstrated expertise in DBE compliance and reporting, labor statistical reporting, and workforce development. The Contract Compliance Manager shall support the Contract Manager in assuring the project adheres to all contractual requirements and provides all necessary reports.

Outside of the Key Personnel, specific staff positions and responsibilities will be developed jointly between DDOT and the successful Offeror so as to meet the required scope of services for the Project.

## 9. **Contract.**

At the conclusion of this procurement, the successful Offeror will have the opportunity to be awarded one fixed-price contract with a firm or guaranteed maximum ceiling price, subject to adjustment as defined in the Contract, for the project management and construction management of the Project. The Contract will

provide for adjustment of the price for additional services not included in the Contract, schedule extensions beyond a certain allowable threshold, and other equitable circumstances as may be defined in the Contract. The Contract will also contain a Contract Line Item Number for a labor hour pool for various contingencies. The Contract will have a base term of two (2) years, with three (3) one (1) year options. Based upon current forecasts and projections, DDOT currently estimates this opportunity to be between \$30 million to \$40 million if all five (5) years of the contract are exercised, however, this is subject to change. No particular contract amount minimum guarantee is made.

All Offerors shall note that the Contract will contain the following provisions:

- a. The maximum allowable mark-up for subconsultants by the Consultant shall be limited to no more than five percent (5%). This amount will be converted to a fixed dollar amount for each subcontract.
- 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 Consultant'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 Consultant and its subconsultants 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. Consultant'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. Subconsultant's (at all tiers) indirect cost rates are subject to the same requirements. Consultant shall provide separate indirect cost rates for home office and co-location. Consultant'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. Consultants 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. Consultant'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. Consultant'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, without limitation, certified payroll for all subconsultants. Certified payroll will be required to be submitted annually throughout the life of the Contract.
- h. [intentionally omitted]
- i. If subconsultants are agreed upon by DDOT and the successful Offeror during negotiations between the Offeror and DDOT, then the Consultant 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., 2005-2103 Rev. 16 Date of Revision 7/8/2015 (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 Consultant, 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, (ii) a Change Order, or (iii) a Force Account Change Order, or (iv) 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) Consultant'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 Consultant'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 Consultant 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.

## 10. **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 Architect/Engineering ("A/E") firm as the Consultant. 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 13 of this RFQ.

### b. **Qualifications-Based Selection.**

Consultant 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 1104, 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.

**c. Award.**

At the conclusion of the RFQ submission process and the interviews, DDOT intends to award a fixed-price contract with a firm or guaranteed maximum ceiling price, subject to adjustment as defined in the Contract, for the project management and construction management of the Project. The Contract will also have a Contract Line Item Number for a labor hour pool for various contingencies. The Contract will have a base period of two (2) years with three (3) one (1) year options for a potential total of five (5) years. The Contract will provide for adjustment of the price for additional services not included in the Contract, schedule extensions beyond a certain allowable threshold, and other equitable circumstances as may be defined in the Contract.

**d. Schedule.**

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

Advertise Project	September 5, 2016
Last Day to Submit Questions	September 23, 2016
Submittal Due Date	October 14, 2016
Hold Discussions/Interviews	November 10, 2016
Selection and Negotiations	Dec. 16 – Jan. 23, 2017
Award and NTP	January 30, 2016

**11. 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 13 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.

Failure to submit the items required in this Section 11.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. Subconsultants.**

Offeror must Identify any subconsultants that are included as part of Offeror's proposed team, including their role-related experience for the AWI Project. Offeror must list projects for which the subconsultant(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 10 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 20 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 October 14, 2016, at the following location:

Mr. Steve Wishod  
Contracting Officer  
Office of Contracting and Procurement  
District Department of Transportation  
55 M Street, SE  
4<sup>th</sup> 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.**

DDOT may evaluate the response to this RFQ based on the anticipated completion of all or any portion of the Project. DDOT reserves the right to divide the Project into multiple parts, to reject any and all Qualifications, and to re-solicit for new Qualifications, or to reject any and all submissions and temporarily or permanently abandon the Project or any portion thereof. 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 the Project 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 subconsultants.)

**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, consultants, 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.

**12. DBE Goal.**

A 19.6% 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. Offerors are encouraged to submit ideas for increasing and encouraging DBE participation.

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 C.

**13. 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.**

Consultant 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 (35 points)
- (2) Specialized experience and technical competence in the types of work required as stated above in Sections 5 and 6. (25 points)
- (3) Capacity to accomplish the work in the required time. (10 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 13.a(1) through 13.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 10.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 90 minutes will be conducted. The interview will begin with a 60-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 Project – 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) Demonstrated capability of Offeror that Offeror's team used has used best practice, new technologies, and innovation on past projects, and will show how it will be implemented on the Project to ensure successful delivery – maximum score of 10 points
- (5) Offeror discussion of how quality will be incorporated throughout design and construction activities – maximum score of 10 points
- (6) Offeror's demonstrated in-depth knowledge of project scope, potential required services, proposed project approach, and items 13.b(1) through 13.b(5) above, in response to questions from Evaluation Board – maximum score of 15 points.

Maximum possible subtotal: 50 points

c. **Scoring Methodology.**

The Evaluation Board will review the submittals with reference to the evaluation factors specified in Sections 13.a and 13.b in accordance with the rating scale provided in this Section and will assign a quantitative rating for each of the evaluation factors.

d. **Rating Scale**

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
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.

e. **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.

**EXHIBIT A – REQUEST FOR PROPOSALS (redacted)**

**EXHIBIT B – DDOT DAILY REPORT FORM**

## EXHIBIT C

### 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 15<sup>th</sup> 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 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](mailto: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, 3<sup>rd</sup> floor  
Washington, DC 20003  
(202) 299-2190

[Mohammed.Kabir@dc.gov](mailto:Mohammed.Kabir@dc.gov)

**CONTRACT ASSURANCE /DBE CONTRACT GOALS:**

***CONTRACT ASSURANCE***

The Contractor, Sub-recipient, Sub-consultant 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. 3<sup>rd</sup> Floor. Washington, DC 20003. Our telephone number is: (202) 671-2620

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

**DBE CONTRACT GOALS:**

The bidder shall subcontract 19.6% 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.

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

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

(D) 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.

- i. 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.
- ii. 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.

- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- viii. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- ix. 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 7th 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](mailto: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](mailto:csvoboda@wmata.com)

[http://www.wmata.com/business/disadvantaged\\_business\\_enterprise/dbe\\_search.cfm](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.***