

**DISTRICT OF COLUMBIA  
DEPARTMENT OF TRANSPORTATION**

**REQUEST FOR QUALIFICATIONS**

**CONSTRUCTION MANAGEMENT CONSULTANT  
FOR  
I-295/MALCOLM X AVENUE SE  
INTERCHANGE IMPROVEMENTS PROJECT**



**November 22, 2017**

Contract Identification No.:	<b>DCKA-2018-Q-0005</b>
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**1. Introduction.**

The District of Columbia Office of Contracting and Procurement, for and on behalf of the District of Columbia Department of Transportation (“DDOT”), pursuant to the Procurement Practices Reform Act of 2010, and the Procurement Integrity, Transparency, and Accountability Amendment Act of 2016, is issuing this Request for Qualifications (“RFQ”) to solicit Statements of Qualifications (“SOQ”)s from firms (“Offerors”) interested in providing Construction Management-Agent Consultant Services (“CM”) as a consultant (“Consultant”) to the District of Columbia (the “District”) for the I-295/Malcolm X Avenue SE Interchange Improvements Project (the “Project”).

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

**2. Project Background.**

The Project scope includes the reconstruction of the I-295 interchange with Malcolm X Avenue SE, including modified ramps and a new access roadway to the St. Elizabeth’s West Campus. The projected improvements are between Firth Sterling Avenue SE, on the north, and, approximately, the South Capitol Street/Martin Luther King, Jr. Avenue SE intersection to the south. The Project will provide transportation improvements to serve the proposed Department of Homeland Security (“DHS”) headquarters consolidation on the St. Elizabeth’s West Campus. The engineer of record for the Project (“Project Engineer”) is a subcontractor to an A/E firm retained by the U.S. General Services Administration (“GSA”). The construction documents prepared by the Project Engineer will be transferred to the District of Columbia (“District”).

The Project documents are located at <https://dtap.ddot.dc.gov/Projects>.

Drawings, technical specifications and other I-295 Malcolm X Interchange related documents are available for view and download at:

<https://dtap.ddot.dc.gov/Projects/SolicitationDetail/L3Z5b1VQbzNGdE090?solNum=DCKA-2018-B-0006>.

**3. Contract Scope.**

In response to the complexity of the construction 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, including inspection and other technical services, under a 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 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 DDOT Standard Specifications for Highways and Structures (2013) (found at: <https://ddot.dc.gov/page/standard-specifications-highways-and-structures>), DDOT Construction

Management Manual (May 2010) (found at: <https://ddot.dc.gov/page/construction-management-manual>), and AASHTO LRFD Bridge Construction Specifications, collectively, the “Standards”, and the contract for construction of the Project with a construction contractor (the “Construction Agreement”), all of which are hereby incorporated herein by reference, including any amendments or revisions thereto. “Construction Agreement” shall mean all of the contract documents comprising the contract between the District and the construction Contractor for the Project. If the Construction Agreement has not been executed before the Contract, then DDOT’s standard form of construction contract shall apply until such time as the Construction Agreement is executed. If there is a conflict between the provisions of the DDOT Construction Management Manual and the Contract, then Consultant shall provide the greater quantity or better quality, unless directed otherwise by the District.

- c. 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 contractually-specified version of the District of Columbia Department of Transportation (DDOT) Standard Specifications for Highways and Structures.
- d. In its role as construction manager-agent, Consultant shall represent the District in a fiduciary capacity.
- e. 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.
- f. Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project.
- g. 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.
- h. 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.
- i. Consultant shall not have responsibility for the construction means, methods, techniques, sequences or procedures for the work of construction contractors or Contractors for all or any portion of the Project.
- j. 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.

- k. Consultant shall provide sufficient staff to monitor and manage work whenever the Contractor is granted permission to work. The work times may extend beyond normal working hours or be at night or on weekends.
- l. Consultant shall contract for or employ at Consultant's expense, subcontractors to the extent deemed necessary for the work, with the prior written consent of DDOT.
- m. Consultant shall consult with normal and customary employees, agencies, and/or representatives of the District of Columbia regarding the work of the Contract.
- n. Consultant shall work effectively with other District of Columbia and federal agencies.
- o. Consultant shall abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.
- p. Consultant shall perform its services in accordance with all applicable District and federal, laws, codes, regulations, standards, guidelines, and orders.
- q. 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. Construction Management Services.**

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

- a. **Scheduling.**
  - (1) Perform a detailed review, including of all activities, sequences, durations, and critical path of the baseline schedule that will be submitted by the Contractor to DDOT for acceptance or rejection. Provide detailed comments and evaluation of Contractor's proposed schedule submittal to DDOT.
  - (2) Monitor the activities of the 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) Regularly review and comment on the updated Schedule from the Contractor as required by the Construction Agreement. The Schedule shall include activity sequences and durations, allocation of labor and materials, review and processing of shop drawings and other submittals, and procurement and delivery of materials and products including those

with long lead times. The Schedule shall include the activities of the Contractor and the District, including DDOT review times.

- (4) Program the Contractor's approved CPM (using Primavera P6) into a computer or receive the Contractor's data files and monitor the schedule using using Primavera P6 software.
- (5) If, at any time, it appears that the Schedule will not be met, then Consultant shall recommend corrective action to DDOT and the Contractor.
- (6) Assess delays attributable to the Contractor.

**b. Layout and Controls.**

- (1) Verify the accuracy of the Contractor's field measurements, base lines, and benchmarks as set forth in the Construction Agreement for the Project.
- (2) Check base line points and benchmarks for surveys when directed by the project engineer. Report all discrepancies in the established base lines and benchmarks to the Project Engineer and recommend solutions. Provide other surveying services as may be requested by the DDOT Chief Engineer (the "Engineer").
- (3) Coordinate with the Contractor with respect to the measurements to be taken, as required by the Construction Agreement, for the purpose of determining excavation and fill quantities. Verify the accuracy of the Contractor's measurements prior to the Contractor's proceeding with such work.
- (4) Verify that the Contractor makes all field measurements of the existing construction, as required by the Construction Agreement, which may affect the construction, e.g., elevations of existing bridge girders and beams, and location of existing bearing center lines. Verify the accuracy of the Contractor's measurements.
- (5) After the Contractor has established its controls and detailed layouts, verify and monitor such controls and layout for conformance with the Construction Agreement requirements. Depending upon the Construction Agreement details, such verification shall include all abutments, piers, walls, footings, pile locations, sewers, water lines, superstructures, beam seats at supports, anchor bolt locations, bents, curbs, gutters, roadways or any other construction feature requiring layout. Such verification shall be performed prior to construction and in a manner such that there will be no delay to the Contractor. Report all discrepancies found to DDOT and the Project Engineer and recommend action for resolution to the Contractor.

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

- (1) Review and comment on Contractor's Quality Management Plan, including quality control ("QC"), and Contractor's proposed testing laboratories. Consultant shall review and comment on laboratory certifications which may be submitted to DDOT for approval.
- (2) Monitor the quality of materials and work in place in order to confirm compliance with the Construction Agreement and industry quality standards. This shall include (i) processing of shop drawings and other submittals as described below in this Section 5, (ii)

conducting and monitoring of all testing both on-site and off-site, (iii) observation and inspection (when inspection is specifically required by this Contract) of the work being installed, (iv) and gathering of certifications, warranties, and guarantees.

- (3) Verify that tests are conducted as scheduled in accordance with the Construction Agreement.
- (4) Witness all major tests.
- (5) Review test results for Construction Agreement compliance. Notify DDOT of any testing failures and I recommend corrective action, and oversee approved corrective action and retesting.
- (6) Provide independent quality management including independent audit and verification of all elements of the construction work. Consultant shall submit test samples to the DDOT lab or such other lab as may be designated by DDOT. If such other lab is not under contract to DDOT, then, as a part of such services, if directed by DDOT, Consultant shall hire such independent testing laboratories for Quality Assurance ("QA")/QC tests, as required. The laboratory certification shall be submitted to DDOT for approval. Consistent with such services, Consultant shall conduct onsite testing of construction materials, and shall obtain and submit sampling for testing to the DDOT QA/QC testing laboratory in accordance with the Construction Agreement documents, and as specified below. Consultant shall review proposed tests in advance with DDOT.
- (7) Obtain and submit materials and samples for testing to the DDOT QA/QC Division as specified in the Construction Agreement. Such materials and samples shall be identified with material or product name, intended use, source, date of submission, person submitting, and Project name and number. These materials and/or products shall include: job mix formulas, mix designs and composition materials for bituminous mixtures, Portland-Cement-Concrete, masonry concrete, tack coat, prime coat, base course, embankment fill, structural backfill, steel reinforcement, water-stop, curing compounds, sealers, welded wire fabric, brick, post tensioning wire, strands, bars, tendon grout mix, neoprene bearings, anchor bolts, paint and any other material requiring testing by the DDOT QA/QC Division pursuant to the contract documents for the construction contract.
- (8) The Contractor shall be responsible for the performance of bituminous and Portland cement concrete plant inspections. The Consultant shall notify the DDOT QA/QC Division of planned Portland cement concrete and asphaltic concrete placement at least one (1) day in advance of such planned work. The Consultant shall perform testing of concrete at the job site and shall ensure the temperature of asphalt mixes delivered to the job site conforms to the Construction Agreement requirements.
- (9) CM shall coordinate scheduling of compaction testing with a DDOT QA/QC inspector during trench backfilling.
- (10) As directed by the Chief Engineer, provide shop and field inspection services for fabricated and rolled structural steel, and other metal work, including carbon and alloy steel, steel and iron castings, rockers, pins and shoes, welding, expansion and fixed dam

facilities, anchor bolts, roadway load transfer assemblies, fabrication of steel girders and beams and other prefabricated elements, handrailing, guardrailing, galvanizing, surface preparation and painting, epoxy coatings of reinforcing steel, and inspection of other material that is heated, rolled, fabricated or welded during all phases of fabrication and painting at the fabricator's plant pursuant to the Construction Agreement. Submit resumes of qualified personnel to perform the shop inspection duties. The assigned shop inspector shall prepare reports and data confirming materials and fabrications are in compliance with the approved shop drawings and the Construction Agreement documents.

- (11) Maintain daily quality management audit reports throughout the duration of the Project.
- (12) Schedule weekly quality management meetings with the Contractor.
- (13) It is anticipated that construction documents for the Project will be 100% complete prior to the engagement of Consultant. Perform constructability reviews for each element of the construction work. The constructability review shall be an independent and structured review of construction documents by experienced, qualified construction professionals to determine that
  - (a) the work requirements are clear,
  - (b) the documents are coordinated,
  - (c) the ease with which the Project can be built using industry-accepted means and methods as designed,
  - (d) the documents assist in accurate pricing, and
  - (e) the documents assist in construction and project administration to result in reduced impacts to the Project.

**d. Requests for Information.**

- (1) Receive and respond to Requests for Information ("RFI" in the singular, "RFIs" in the plural) from the Contractor, including clarifications of the contract documents and resolution of field conditions that may represent a change to the Construction Agreement conditions, all in a timely manner and within the maximum period of time permitted by the Construction Agreement so as not to cause delay to the construction.
- (2) Provide review, evaluation, recommendation, and reports to DDOT for RFIs prepared by the 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.
- (3) Maintain a log of all RFIs.
- (4) Return questionable, spurious, excessive, dilatory, or abusive RFIs to the Contractor.
- (5) Provide recommendations to DDOT as to whether the response to an RFI requires and adjustment in the Construction Agreement price or time for performance.

- (6) Advise DDOT as to whether a response to an RFI requires additional design or technical documentation.

**e. Project Administration.**

- (1) Provide onsite staff, sufficient in number and qualifications, to carry out daily inspections and coordination of all construction activities on the project as they are being performed, resolve field construction problems, and provide 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. Maintain the job log to contain, without limitation, a daily record of weather conditions, work performed by the Contractor including the progress thereof, material deliveries, identification of equipment at the site, number of laborers, labor issues and disputes, and any other pertinent information required by DDOT or the Standards.
- (3) Endeavor to ensure that the Contractor's work is completed by the Contractor in strict accordance with the Construction Agreement, including, without limitation, plans and specifications, required quality standards, the contract performance period, and the contract price.
- (4) Notify DDOT of any defects or deficiencies in the construction work. Consultant shall have the authority to reject construction work that does not conform to the Construction Agreement. A failure of Consultant to reject construction work shall not constitute acceptance of such work or a waiver of the requirements of the Project construction contract documents. Observe construction and make recommendations to DDOT concerning construction progress, quality of construction, and conformance with the contract documents. Subject to the specific requirements of the Contract with respect to specific required inspections and observations, Consultant shall not, however, be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.
- (5) If it appears that the 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) Obtain and forward to DDOT Contractor's evidence of insurance, consent of sureties, releases and waivers of liens, and other documentation required of Contractor.
- (7) Schedule and conduct pre-construction conferences prior to the commencement of construction for each element of the construction work. Such conferences shall detail proposed construction means, methods and sequencing, effects on traffic, and potential Schedule impacts.
- (8) Prepare and distribute an agenda for each Consultant-hosted Project meeting, in advance of the meeting date. Consultant representation at all meetings shall include individuals having knowledge of the agenda topics, and authority to make decisions and commit resources on behalf of Consultant. Consultant shall 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. Minutes must

be provided within seven calendar days after each meeting. Consultant shall reply to correspondence from DDOT, other agencies and entities with jurisdiction over the Project, and Contractor within seven (7) calendar days.

- (9) Consultant shall be responsible for assuring that all Project-related permits are current and renewed on time and that the Project construction work is within the requirements of the permits from the respective regulating agencies, including, but not limited to, District Department of Energy and Environment (“DOEE”), National Park Service (“NPS”), and the District of Columbia Department of Consumer and Regulatory Affairs (“DCRA”).
- (10) Record the progress of the Project. On a monthly basis, or as otherwise required by DDOT, Consultant shall submit written progress reports to DDOT containing the information below:
  - (a) Percentages of completion;
  - (b) Construction work completed for the period;
  - (c) Defects and deficiencies;
  - (d) Planned and actual construction budget status;
  - (e) Progress photos;
  - (f) Project schedule update;
  - (g) Submittal schedule and status report, including remaining and outstanding submittals;
  - (h) RFI, Change Order, Force Account Change Order, and Letter Directive status reports;
  - (i) QA/QC, testing, and inspection reports;
  - (j) Status of nonconforming and rejected construction work;
  - (k) Consultant’s daily logs;
  - (l) Jobsite safety evaluation including incident reports;
  - (m) Cumulative total of the Project costs of the construction work to date including the Consultant’s compensation; and
  - (n) Other relevant information as required by DDOT or the Standards.
- (11) Observe construction and make recommendations to DDOT concerning construction progress, quality of construction, and conformance with the Construction Agreement.
- (12) When the construction work or a designated portion thereof achieves substantial completion as may be defined in the Construction Agreement, Consultant shall certify to DDOT such substantial completion.

- (13) Evaluate the final completion, as defined in the Construction 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, independently of Contractor, that require action prior to final acceptance.
- (14) Coordinate the construction work with the GSA, DDOE, the District of Columbia Water and Sewer Authority, the Federal Highway Administration (“FHWA”), Washington Gas, PEPCO, WMATA, NPS, U.S. Army Corps of Engineers, Advisory Neighborhood Commissions, and other agencies and organizations as applicable.
- (15) Confirm that the construction meets Americans With Disabilities Act (“ADA”) compliance including, without limitation, checking layout and formwork before concrete pours, and checking post-pour dimensions and slopes for conformance. Consultant shall assist in the preparation of solutions to achieve ADA compliance when constraints or limitations are encountered in the field.
- (16) Assist in the assessment of utility conflicts, provide recommendations if conflicts are encountered, and facilitate coordination between multiple disciplines, stakeholders, and agencies.
- (17) Evaluate and review design errors and omissions, rendering professional opinions to DDOT, and assisting DDOT in recovery efforts if necessary.
- (18) Assist DDOT and other District agencies, as required, in the review and evaluation of claims from the Contractor.
- (19) Provide Disadvantaged Business Enterprise (“DBE”) compliance monitoring of Contractor’s DBE program. Provide regular status reports to DDOT.
- (20) Provide SEP-14 monitoring of Contractor’s compliance. Provide regular status reports to DDOT.

**f. Submittals.**

- (1) Consultant shall support processing of Contractor submittals.
- (2) Consultant shall maintain a log of Contractor submittals, and shall manage the process of submittal review and approval.
- (3) Consultant shall distribute submittals with a transmittal form to the Project Engineer, DDOT, NPS, GSA, PEPCO, Washington Gas, and/or DC Water as may be required by the Construction Agreement, project agreements, and project permits within three (3) business days.
- (4) Consultant shall endeavor to ensure that all required Contractor submittals are timely.
- (5) Consultant shall check each submittal for completeness and conformance with construction documents. Consultant shall return incomplete or nonconforming submittals to the Contractor. Consultant shall forward complete and conforming submittals to DDOT.

- (6) Consultant's review shall include, but is not limited to, the following items:
- (a) Structural steel: confirm materials, member sizes and connection details are in compliance with contract drawings and special provisions. Girder grade, camber and sweep diagrams will only be spot checked.
  - (b) Retaining Wall shop drawings, calculations, and constructability
  - (c) Bearing components: confirm materials, member sizes and connection details are in compliance with the Construction Agreement.
  - (d) Reinforcing steel: review the bar sizes, quantities, and dimensions to ensure compliance with reinforcing details and schedules in contract drawings.
  - (e) Bridge deck: review the panel sizes, types and connection details to ensure compliance with the Construction Agreement. Review order of panel placement sequence.
  - (f) MSE walls: review the wall details and geometry for compliance with the Construction Agreement.
  - (g) Bridge railings: review railing and post details for compliance with the Construction Agreement and coordination between bridge and wall units.
  - (h) Expansion Joints: Joint sizes, types, details and installation for compliance with the approved shop drawing and the Construction Agreement.
  - (i) Temporary structures
  - (j) Demolition drawings
  - (k) Construction staging, erection process, and other works
- (7) Consultant shall coordinate the resolution of rejected submittals.

**g. Traffic Management Plan ("TMP") and Maintenance of Traffic ("MOT").**

Conduct the implementation of the TMP plan and approved MOT plan during construction, and update the DDOT traffic control officer, pursuant to the TMP. Perform evaluation of the TMP implementation and update the record as required by the TMP and construction documents. Maintain a current copy of the TMP at all times. Review the provisions of the TMP, including each phase, with Consultant's project team and with the Contractor sufficiently in advance so as to implement the recommendation.

**h. Changes to the Construction Work.**

- (1) Consultant shall document and prepare all requests for changes, either from 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 Contractor.

- (3) Consultant shall assist DDOT in negotiating Contractor change proposals.
- (4) Consultant shall prepare independent construction cost estimates as back-up for the government estimate to be used in negotiations of change orders. Such independent estimates shall be comprised of labor, equipment, and material breakdowns. Such independent estimates shall be compliant with the requirements of the Construction Agreement, including cost categories and mark-ups as defined in the Construction Agreement.

**i. Project Safety.**

- (1) Monitor the Contractor for conformance with contractual safety requirements, and with applicable regulatory requirements, and bring all observed violations to the attention of the Contractor. The Consultant team is not responsible for the safety of the 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. Consultant shall immediately report to the DDOT Project Manager and Chief Engineer, for recommended termination, any work that poses a serious and imminent danger to public safety or substantial property damage.
- (2) Provide a certified work zone specialist to perform reviews, monitor work zone safety requirements, and report work zone safety issues to the Contractor.
- (3) Report immediately all accidents requiring medical attention or property damage to the DDOT Project Manager and the Deputy Chief Engineer.
- (4) 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 and the Deputy Chief Engineer.
- (5) Cooperate with officials of other agencies (federal and District) who are vested with authority to enforce requirements of applicable regulatory safety and health requirements.
- (6) Take action consistent with Contractor's approved Safety Plan and Project Management Plan.

**j. Project Records.**

- (1) Maintain one complete record set of Project construction contract drawings (red-lined as-built drawing set) on which the Consultant shall annotate, in a timely manner, all deviations, field changes, changes accomplished by change order, force account change order, amendment to the contract for construction, or directive letter, including, without limitation, as-constructed depths of footings and structural elements, and horizontal and vertical locations of underground electrical and utility facilities referenced to survey data.
- (2) Review and comment on final as-built drawings submitted by Contractor. Monitor adequacy of Contractor's as-built drawings regularly throughout the Project.

- (3) Prepare, maintain and secure at the job site, and keep current, all Construction Agreement 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.
- (4) All Project records shall be uploaded to the Project SharePoint site. Consultant shall enter into such data-sharing and data protection agreements as be necessary, and as required by DDOT, for Consultant to perform its duties in this subsection (4).
- (5) Provide an accurate red-lined as-built drawing set reflecting final as-built conditions created in Bentley Systems MicroStation.
- (6) Prepare all final reports required by DDOT including the final payment voucher, material certification, and analysis of overrun and underrun of quantities. Analyze and report on the Contractor's time of completion and prepare any justifiable time extension or recommend assessment of liquidated damages and incentive or disincentive charges as appropriate. Provide to DDOT all Project records in accordance with DDOT Standards and requirements.
- (7) All Project Records as defined in this Section 5.j shall be made available to DDOT and, upon completion of the Project, shall be delivered to DDOT at its principal offices. Return to DDOT any original calculations, survey notes, engineering or other data provided by DDOT. Provide certifications thereon of all original as-built plans, calculations, maps, engineering data, final estimates and any other engineering data produced by the Consultant. Documents prepared by the Consultant and its subcontractors in performance of their work with respect to the Project shall be delivered to, and become the property of, DDOT.
- (8) Follow the DDOT check-list for project close out, prepare all the documents and close the construction project. If there are outstanding issues, then prepare a project memo listing the outstanding issues, transfer all documents to the DDOT project manager, upload all as-built plans, specifications, calculations, shop drawings, RFIs, Change Orders, materials approvals, meeting minutes, invoices, reports, etc. in approved electronic format to the DDOT project document control system in a timely manner with DDOT project manager approval.
- (9) Track and monitor the preparation of all documentation required for close-out. Close-out includes the set-up of preventive maintenance programs, management of warranties and asset preservation for each project executed. The Consultant shall be responsible for all necessary program close-out financial reports.
- (10) Maintain all books, documents, papers, accounting records and other evidence pertaining to Consultant's costs, expenses, and fees incurred during the performance of the work under this Project, including all work performed during the preparation of proposals. Such

materials shall be made available at the Consultant's office at all reasonable times during the period of this Contract and for three (3) years from the date of final payment under this Contract. Copies of these materials shall be furnished upon request by DDOT (both in hardcopy and electronic copy format).

**k. Payments to Contractor.**

- (1) Accurately measure and record all quantities of pay items that are to be paid under the Project construction contract documents.
- (2) Observe the progress of construction to determine whether construction has progressed to the points or percentages of completion claimed in Contractor's requests for payment to DDOT.
- (3) Maintain detailed accounting records for construction work subject to unit cost billing, work billed in whole or in part on the basis of Contractor's actual costs of labor and materials, and other construction work reasonably requiring accounting records for the purposes of DDOT's review and payment.
- (4) Review Contractor's requests for payment and make recommendations to DDOT as to non-payment, or payment in whole or in part.
- (5) A recommendation to DDOT for payment of a request for payment from 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 Construction Agreement. 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 Construction Agreement prior to completion, and (4) to specific qualifications expressed by Consultant.

**l. Public Information and Engagement.**

- (1) Assist DDOT and the selected Contractor with coordination with utility companies, other government agencies or stakeholders. Assist in the development of any memoranda of understanding or agreement.
- (2) Drafting of "white papers" and other technical publications, applications, and proposals necessary for decision-making by DDOT, external stakeholders or DDOT partners; or for the successful completion of construction for the Project
- (3) In collaboration with DDOT, design and develop written and graphical presentation materials (such as Microsoft PowerPoint slideshow presentations, posters, display boards, renderings, flyers, and brochures) to be used by the DDOT Project program management team and their staff at public meetings and project outreach opportunities.
- (4) Public policy support.

- (5) 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.
- (6) Provide program coordination within DDOT, and among DDOT, external stakeholders, DDOT partners, consultants, and private entities.

**m. Training and Special Experimental Project No. 14 (“SEP-14”).**

- (1) Provide construction management training as follows:
  - (a) 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.
  - (b) 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.
  - (c) Consultant shall provide training staff and materials for all classes. Résumés of individuals providing instruction shall be submitted to DDOT for approval.
  - (d) Within 60 days of completion, Consultant shall report on the employment status of each participant.
- (2) Monitor Contractor’s compliance with the District’s local hiring program known as First Source Employment Program, as permitted by FHWA pursuant to DDOT’s SEP-14 application to FHWA for authorization of locally-based hiring preferences for this Project (“SEP-14 Application”). Coordinate compliance with DDOT’s Office of Civil Rights. Coordinate and administer DDOT’s compliance with FHWA requirements pursuant to the SEP-14 Application, including any required submittals and reports to FHWA.

**The Consultant 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 design, construction, and construction management projects for or directly related to the Project during the life of this Contract, unless released by DDOT at DDOT’s sole option and discretion.**

**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.**

## 6. Key Personnel and Other Personnel Requirements.

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 for good cause, and only with the Contracting Officer's written approval. Each person will be required to be co-located with DDOT personnel and the Contractor's staff, or as otherwise specified by DDOT.

- a. **Project Manager** – The Project Manager will be responsible for the overall management and delivery of the Project. The Project Manager will be responsible for ensuring that personnel and other resources are made available when needed. The Project Manager must be a professional engineer licensed in the District of Columbia, and have at least 15 years' experience in a comparable function. The Project 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) Ability to oversee all compliance and reporting aspects of the project including DBE compliance and reporting, labor statistical reporting, and workforce development.

(13) Employ computer applications to collect, analyze, and communicate information.

- b. Project Engineer** – This individual will be responsible for monitoring the day-to-day activities of construction of the Project so as to endeavor to ensure that the construction is delivered in strict accordance with the Construction Agreement, within the approved Schedule, within the approved budget, in accordance with the protocols and procedures of DDOT, environmental requirements and all contractual requirements. This person shall be fully knowledgeable in construction contracts, contract interpretation, DDOT's protocols and requirements and design standard interpretation.

The Consultant's Project Engineer shall meet the following requirement: The Project Engineer shall be an experienced, registered professional engineer, licensed in the District of Columbia. The Project Engineer shall hold a Bachelor of Science Degree in Civil Engineering or Structural Engineering with ten (10) years of bridge and highway construction experience who has worked on projects similar in size and complexity to this Project.

- c. Lead Inspector:** The inspection team lead will be responsible for the daily activity of the construction by making sure the Inspector daily reports are properly logged, the contractors 2-weeks look ahead schedule is within the approved project schedule, and the construction quality control / quality assurance are followed as per the contract documents. The lead inspector makes sure everyone in the inspection team maintains their certification current, provides daily report to the project engineer with the attachments of the inspectors daily report.

(1) NICET-certified by as a Transportation Engineering Technician Construction, Level II or higher, with a minimum of ten (10) years of bridge/highway construction experience acceptable to the Engineer.

(2) Have a minimum of fifteen (15) years full time experience, acceptable to the Engineer, as a construction engineer or inspector on bridge/highway construction, with a State, County, federal or municipal department of transportation.

(3) Be licensed as a professional Engineer with a minimum of three (3) year of bridge/highway construction experience acceptable to the Engineer.

(4) Be certified as an Engineer-in-Training with five (5) years of bridge/highway construction experience acceptable to the Engineer.

- d. 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/claim management. This person shall have a thorough understanding of Primavera program management software, 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 experience in work of similar character and scope.

e. **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 Project 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 Project 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.

f. **Other Personnel**

- (1) The Consultant’s staff shall consist of a sufficient number of trained engineers and inspection personnel, as approved by the Engineer, to adequately and competently perform the requirements of this Contract. Fifty percent of the technical personnel, other than the Key Personnel, assigned to the project must meet one of the following requirements:
  - (a) Be American Concrete Institute (ACI), Washington Area Council of Engineering Laboratories (WACEL) and/or Mid-Atlantic Region Technician Certification Program (MARTCP) certified by as an Engineering Technician Construction, with a minimum of four (4) years of bridge/highway construction experience acceptable to the Engineer;
  - (b) Have a minimum of six (6) years full time experience, acceptable to the Engineer, as a construction engineer or inspector on bridge/highway construction, with a State, County, federal or municipal department of transportation;
  - (c) Be licensed as a professional Engineer with a minimum of one (1) year of bridge/highway construction experience acceptable to the Engineer; or.
  - (d) Be certified as an Engineer-in-Training with three (3) years of bridge/highway construction experience acceptable to the Engineer.
- (2) In lieu of the above requirements, the remaining fifty (50) percent of consultant technical personnel assigned to the Project shall meet any of the following requirements:
  - (a) Hold a Bachelor of Science Degree in Civil Engineering with two (2) years of bridge/highway construction experience acceptable to the Engineer or a Bachelor of Science Degree in Civil Engineering Technology with three (3) years of highway construction experience acceptable to the Engineer; or

- (b) Hold an Associate Degree in Civil Engineering Technology with four (4) years of bridge/highway construction experience acceptable to the Engineer.

**7. Contract.**

At the conclusion of this procurement, the successful Offeror will have the opportunity to be awarded one fixed-price contract with a 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, and a labor hour pool. The Contract will have a base term of two (2) years, with two (2) one-year options. Based upon current forecasts and projections, DDOT currently estimates this opportunity to be between \$10 million to \$15 million if all four 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 for Consultant and subconsultants 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 15-4281 (Rev. 7) Date of Revision August 1, 2017 (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 modification of the Contract which means (i) a written amendment to the Contract signed by both parties, (2) a Change Order, or (3) a Force Account Change Order, or (4) a Directive Letter
  - (3) 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 General Provisions for Federally Funded Agreements and the OCP Standard Contract Provisions; if there is a conflict between the General Provisions for Federally Funded Agreements and the OCP Standard Provisions, then the General Provisions for Federally Funded Agreements 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.

**o. Insurance**

General Requirements. The Consultant at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Consultant shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company strength rating of A- and FSC IX or higher. The Consultant shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Consultant and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insured for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Consultant or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Consultant or its subcontractors, and not the additional insured. The additional insured status under the Consultant's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Consultant's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Consultant or its subcontractors, or anyone for whom the Consultant or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Consultant and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant and subcontractors. All insurance required by subparagraphs (1), (2), and (3) shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

- (1) Commercial General Liability Insurance ("CGL"). The Consultant shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed

operations of the Consultant, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

- (2) Automobile Liability Insurance. The Consultant shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Consultant, with minimum per accident limits equal to the greater of (i) the limits set forth in the Consultant commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- (3) Workers' Compensation Insurance. The Consultant shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- (4) Employer's Liability Insurance. The Consultant shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- (5) Professional Liability Insurance (Errors & Omissions) - The Consultant shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Consultant warrants that any applicable retroactive date precedes the date the Consultant first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
- (6) Commercial Umbrella Liability. The Consultant shall provide evidence satisfactory to the CO of commercial umbrella liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Consultant's umbrella liability policy or (ii) \$20,000,000 per occurrence and \$20,000,000 in the annual aggregate, following the form and in excess of the underlying employers' liability, commercial general liability, commercial automobile liability, professional liability policies, with an effective date that is concurrent with such liability policies. All required liability coverages must be scheduled under the umbrella or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision

must be amended in accordance with this requirement and principles of vertical exhaustion.

- (7) Primary and Noncontributory Insurance. The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
- (8) Duration. The Consultant shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for two years following final acceptance of the work performed under this contract.
- (9) Liability. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONSULTANT'S LIABILITY UNDER THIS CONTRACT.**
- (10) Consultant's Property. Consultant and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- (11) Measure of Payment. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Consultant shall include all of the costs of insurance and bonds in the contract price.
- (12) Notification. The Consultant shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Consultant shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Consultant shall provide written notification to the Contracting Officer of the cancellation or expiration of any insurance required by this Section 7.o. The Consultant shall provide such written notice within five (5) business days of the date the Consultant is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first. The Consultant will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- (13) Evidence of Insurance. The Consultant shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia  
Margaret Platek, Contracting Officer  
Office of Contracting and Procurement  
c/o DDOT  
55 M ST SE Ste 700  
Washington, DC 20003

The CO may request and the Consultant shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Consultant expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

Consultant shall provide a full copy of any policy to the District within three business days after written request by the Contracting Officer.

- (14) Disclosure of Information. The Consultant agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Consultant, its agents, employees, servants or subcontractors in the performance of this contract.
- (15) Carrier Ratings. All Consultant's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide strength rating of at least A- and FSC IX (or the equivalent by any other rating agency) and licensed in the in the District.

## 8. 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 11 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"), and Title 40, Sections 1101 through 1104, of the United States Code ("USC"). This procurement will use a multi-step qualifications-based selection process.

- (16) 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.
- (17) 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.
- (18) In step three, negotiations will start with the highest-ranked among the listed selected firms. If negotiations are not successful with an Offeror, then the Contracting Officer will proceed to the next highest-ranked Offeror. The Contracting Officer may request rates, hourly rates by position, profit factors, overhead rates, and other pricing information from Offerors, except that the Contracting Officer may not initiate negotiations of indirect cost rates (as that term is defined under applicable federal law and regulation). Pricing may be part of negotiations in step three. Pricing may also be negotiated on a task order basis.

**c. Award.**

At the conclusion of the RFQ submission process and the interviews, DDOT intends to award a fixed-price contract with a 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 have a base period of two (2) years with two (2) one- year options for a potential total of four (4) 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	November 22, 2017
Pre-proposal Meeting	Monday, December 4, 2017
Last Day to Submit Questions	Friday, December 22, 2017
Submittal of Proposals	Tuesday, January 16, 2018
Hold Discussions/Interviews	Wednesday, February 28, 2018
Selection and Negotiations	Thursday, March 15, 2018
Award and NTP	Spring 2018

## **9. 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 11 of this RFQ.

### **b. Minimum Requirements.**

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

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

Failure to submit the items required in this Section 9.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> and <https://dtap.ddot.dc.gov/Projects>.

### **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. 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 **Tuesday, January 16, 2018**, at the following location:

Margaret Platek  
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 no later than **Friday, December 22, 2017**. Questions must be submitted to: [I295MalcolmXCM@dc.gov](mailto:I295MalcolmXCM@dc.gov).
- (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 apply jointly if the formation of the joint venture is in process as described in Section 9.b(1)(d) Two firm may not, however, be awarded a contract 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.

**10. DBE Goal.**

A seven percent (7%) DBE subcontracting goal for firms certified as DBE's in accordance with Title 49, Subtitle A, Part 26 of the CFR has been established for this federally-assisted contract. The contract will be subject to all applicable Federal regulations including Title VI of the Civil Rights Acts of 1964. If Offeror does not meet the DBE goal, then Offeror will be required to demonstrate good faith efforts in accordance with Title 49, Subtitle A, Part 26 of the CFR.

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

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

For additional information, refer to Exhibit A.

**11. 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 4 and 5. (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 11.a(1) through 11.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 8.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 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 11.b(1) through 11.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 11.a and 11.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

### 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,

Jeffrey M. Marootian  
Interim 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 15<sup>th</sup> of the month for the previous month activity. A form MUST be completed monthly even if no activity for a month. (Attached)

***“Failure to do so shall be grounds for appropriate action against the party involved (e.g.: findings of non-responsibility for future contracts and/or suspension and debarment).”***

This online system allows vendors to actively support our efforts to achieve diversity participation, maintain accurate contact information, and report subcontractor payment details. As a Prime Vendor, you are required to log in to review and update certain specific information regarding payments to your subcontractors, and all contact information (name, address, phone, fax, email) for your firm and the subcontractors.

You can also identify who in your firm should be our main contact for each of your contracts. To begin, follow the steps below:

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

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

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

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

There is no cost to Contractors for this service. You may add as many users to you your account as necessary to report and view contract compliance data (please do not share accounts between people). If you require technical assistance during the process, please use the online support form or email [DDOT@dbesystem.com](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 seven percent (7%) of the dollar value of the total amount of this DOT-assisted contract to qualified DBE subcontractors. A complete DBE plan containing a list of DBE firms to be utilized on this project or documentation demonstrating good faith efforts to meet the goal on this project must be submitted within five (5) working days subsequent to bid opening to:

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

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

(A) Providing a DBE Plan that includes documentation that it has obtained enough DBE participation to meet the goal; or

(B) Providing documentation that it has made adequate good faith efforts to meet the goal, even though it did not succeed.

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

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

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

Demonstrating good faith efforts means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part

which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.

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

- Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
- Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own force.
- Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- (a) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.  
  
(b) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

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

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

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

8. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

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

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

#### **DDOT/WMATA DBE Directory:**

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

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

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

***Leutisha Stills, Equal Opportunity/DBE Program Specialist***

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