

**DISTRICT OF COLUMBIA  
DEPARTMENT OF TRANSPORTATION**

**REQUEST FOR QUALIFICATIONS**

**CONSTRUCTION MANAGEMENT SUPPORT SERVICES  
FOR  
ASSET PRESERVATION AND PREVENTIVE MAINTENANCE OF  
TUNNELS IN THE DISTRICT OF COLUMBIA**



**December 14, 2017**

Contract Identification No.: DCKA-2018-Q-0014

Contracting Officer: Margaret Platek  
Contracting Officer  
[margaret.platek@dc.gov](mailto:margaret.platek@dc.gov)

Technical Questions: [TunnelsMaintenance@dc.gov](mailto:TunnelsMaintenance@dc.gov)

## A. INTRODUCTION.

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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 Engineering Consultant Services (as the “Consultant”) for the Asset Preservation and Preventive Maintenance of Tunnels in the District of Columbia (the “Project”).

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

## B. PROJECT BACKGROUND.

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In 2005, the District Department of Transportation entered into a long term performance-based asset preservation and maintenance program through which a private contractor provides maintenance services for the District’s sixteen (16). In conjunction with this maintenance contract, FHWA requires the District to engage services of a consultant to provide the DDOT tunnel Management staff with required technical assistance, asset evaluation support services, IT services, and required tunnel asset inspection services. **Task-1** of the required services shall be to provide contract management/administrative support services to DDOT tunnel management staff to facilitate the documentation of tunnel maintenance service activities by the tunnel Operation and Maintenance Contractor, assess the O&M Contractor’s performance, evaluate the condition of all tunnel assets on a quarterly basis, and provide IT systems administration and support for DDOT’s Central Tunnel Control Room. **Task-2** shall require the provision of NTIS tunnel inspection services relative to FHWA’s recent tunnel inspection mandates that include: complete tunnel element inspections, associated technical support, and other IT services required to enable DDOT to comply with the biennial reporting requirements associated with the National Tunnel Inspection Standards (NTIS) and the Specifications for National Tunnel Inventory (SNTI). **Task-3** shall require configuration guidance for DDOT’s Cityworks asset management system (AMS) and migration from SABER TMMS, which the O&M Contractor currently is required to utilize to manage and document all of their tunnel maintenance activities, and which DDOT uses to track the O&M contractor’s performance, and to document the condition of the District’s tunnel assets relative to the established asset performance standards.

The period of performance shall begin pursuant to issuance of an authorizing task order and shall extend through a two-year base period with the option to extend the contract through three successive one year option periods for the management of the following tunnel facilities, (collectivity “Tunnels”):

1. I-395 Mall Tunnel [Structure No. 1142]: Complex Tunnel
2. I-395 Air Rights Tunnel [Structure No. 1143]: Complex Tunnel
3. 9th St Tunnel [Structure No. 173]: Complex Tunnel
4. 12th St North Tunnel [Structure No. 172(N tunnel)]: Complex Tunnel

5. 12th St South Tunnel [Structure No. 172(S Tunnel)]
6. Thomas Circle Tunnel [Structure No. 99]
7. Scott Circle Tunnel [Structure No. 100]
8. DuPont Circle Roadway Tunnel [Structure No. 101]
9. Washington Circle Tunnel [Structure No. 102]
10. 12th St SW Tunnel at Southwest Fwy [Structure No. 1113]
11. I-395 Ramp A Tunnel at Southwest Fwy [Structure No. 1101]
12. E St NW Expressway Tunnel [Structure No. 1209]
13. Potomac Parkway Tunnel at Virginia Ave NW [Structure No. 1302]
14. Virginia Ave Tunnel at 23rd Street [Structure No. 10]
15. Barney Circle Tunnel [Structure No. 1410]
16. Barney Circle Ramp Tunnel [Structure No. 1409]

The Project documents are located at <http://DTAP.DDOT.dc.gov>.

## **C. SECTION C: SPECIFICATIONS/WORK STATEMENT**

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### **C.1 BACKGROUND**

In 2005, the District Department of Transportation entered into a long term performance-based asset preservation and maintenance program through which a private contractor provides maintenance services for the District's sixteen (16) tunnels. In conjunction with this maintenance contract, FHWA requires the District to engage services of a consultant to provide the DDOT tunnel Management staff with required technical assistance, asset evaluation support services, IT services, and required tunnel asset inspection services.

### **C.2 SCOPE**

In response to the complexity of this Project, and the need to effectively deliver the Project within the allocated time and budget, DDOT is soliciting A/E consultants to provide needed support services under an engineering consulting contract (the "Contract"). Under the terms and conditions of the Contract, the successful Offeror shall provide management support, and technical services to the DDOT tunnel management staff and, by so doing, assist in the successful delivery of all phases/tasks of the Project.

- C.2.1** The required services shall be to provide contract management/administrative support services to DDOT tunnel management staff, and to facilitate the documentation of tunnel maintenance service activities by the tunnel Operation and Maintenance Contractor, assess the O&M Contractor's performance, evaluate the condition of all tunnel assets on a quarterly basis, and provide IT systems administration and support for DDOT's Central Tunnel Control Room.
- C.2.2** Provisions of the NTIS tunnel inspection services is required relative to FHWA's recent tunnel inspection mandates that include: complete tunnel element inspections, associated technical support, and other IT services required to enable DDOT to comply with the biennial reporting requirements associated with the National Tunnel Inspection Standards (NTIS) and the Specifications for National Tunnel Inventory (SNTI).
- C.2.3** Configuration guidance shall be required for DDOT's Cityworks asset management system (AMS) and migration from SABER TMMS, which the O&M Contractor currently is required to utilize to manage and document all of their tunnel maintenance activities, and which DDOT uses to track the O&M contractor's performance, and to document the condition of the District's tunnel assets relative to the established asset performance standards.

### C.3 APPLICABLE DOCUMENTS

Except as otherwise specified in the Contract Documents, or otherwise directed by the District, references to standards, codes, or criteria, or to the latest version of standards, codes, or criteria, shall mean the latest version in effect on the Final Proposal Due Date.

#### C.3.1 DEFINITIONS

- C.3.2** "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.
- C.3.3** "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.3.4** Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—
- C.3.5** Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.

- C.3.6** Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
- C.3.7** “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
- C.3.8** “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;
- C.3.9** “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
- C.3.10** “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;
- C.3.11** “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
- C.3.12** Women;
- C.3.13** Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.

## C.4 ACRONYMS

BI – Business Intelligence

CA – Contract Administrator

DDOT – District Department of Transportation

DDOT IT/DBA staff – Information Technology/Database Administration Staff

DDOT TMS – DDOT Tunnel Management System

DSE – Direct Salary Expense

ELM – Equipment Labor and Material

ETL – Saber MMS – Extract, Transform, Load

FHWA – Federal Highway Authority

LRS – Linear Referencing System

MIS – Management Information System  
MMS – Maintenance Management System  
NFPA – National Fire Protection Association  
NTIS - National Tunnel Inspection Standards  
NTP – Notice to Proceed  
O&M – Operations and Maintenance  
PEB – Performance Evaluation Board  
SA – System Administration  
Saber MMS – Saber Maintenance Management System  
SNTI – Specifications for the National Tunnel Inventory July 2015 Edition  
TAM – Tunnel Asset Management  
TIM – Tunnel Inspection Manual  
TMMS – Tunnel Maintenance Management System  
TMMS – Tunnel Maintenance Management System

## C.5 TASK DESCRIPTIONS

### C.5.1 TASK I – GENERAL CONTRACT MANAGEMENT SUPPORT

***C.5.1.1 Task 1.1 -- Consultant shall provide general contract management support to the District Department of Transportation (DDOT) by assisting the DDOT project manager for tunnels, in the daily management of the project, and on an as needed basis for additional special technical support and analysis. In order to accomplish the required level of service the consultant shall have thorough knowledge of the requirements of performance-based contracting related to tunnels that include management, rehabilitation and preventive maintenance services, along with thorough knowledge of performance measures governing performance-based contracting. Duties include, but are not limited to, the following:***

C.5.1.1.1 Coordinate the agenda and date for project meetings with all organizations involved in the project. Actively participate in the meetings, provide project materials, capture accurate record of the various sub-projects and issues discussed, and prepare draft minutes for review by project participants. Make required corrections to the minutes as needed, and distribute the final version to all parties.

- C.5.1.1.2 Review all required submittals from the tunnels O&M contractor, and provide comments on the required daily, weekly, monthly, and quarterly submissions of work plans, reports, and assessments. Distribute these deliverables to all project partners, and collect and compile comments for review by DDOT. Evaluate deliverables for technical validity, and compliance with contractual requirements, and measure the performance of the O&M Contractor relative to the satisfaction of applicable contract performance standards for all deliverables.
- C.5.1.1.3 Provide assistance, as required, in the preparation of technical presentations on DDOT's innovative, performance-based asset preservation approach to tunnel maintenance management. Through DDOT, communicate with FHWA, and other interested parties, about the status of the tunnel asset preservation and maintenance project.
- C.5.1.1.4 Provide project information when requested to assist DDOT personnel during contract closeout.
- C.5.1.1.5 Provide information systems maintenance and support, and other required services, for the DDOT Tunnels Maintenance Contract record keeping software, Saber, and/or its successor- Cityworks, including asset condition data collection and input.
- C.5.1.1.6 Ensure that the existing Project Portal, that serves as the central repository for project documentation is constantly maintained.
- C.5.1.1.7 Ensure maintenance, hosting, and provide control, and access to the Tunnels Maintenance Contract record keeping software (Saber and/or its successor – Cityworks AMS), and the FHWA Tunnel Management System software.
- C.5.1.1.8 Provide supplemental technical engineering support as required, and assist the DDOT tunnel project manager as requested in any other way needed to achieve project goals.

***C.5.1.2 Task 1.2 -- Initial Asset Inventory and Asset Condition Survey***

- C.5.1.2.1 The Consultant shall perform an initial, comprehensive asset inventory and condition survey of all tunnel assets, at the beginning of their contract performance period, in order to establish a baseline of current tunnel asset conditions. The inventory shall be implemented using the final GIS asset data design (C.5.2.2).
- C.5.1.2.2 The initial quarterly evaluation of the condition of 25% of selected tunnel assets shall commence three months after the asset condition baseline is established. Quarterly evaluations of tunnel assets shall consist of an in-depth, objective, independent, technical engineering evaluation of the condition of each asset, relative to the corresponding performance standard and baseline condition for each asset. The consultant shall perform duties that include, but are not limited to the following:
  - C.5.1.2.2.1 Using DDOT-supplied base inventory, perform a gap analysis to determine if asset inventory is complete and accounts for the inventory, work order management and inspection needs of the Tunnel Management Team.

- C.5.1.2.2.2 Using industry-standard GIS data collection methods, perform an initial GIS-based asset inventory (C.5.2.2) for all tunnel facilities, equipment and tunnel components. The data collection process shall establish the desired high standard in terms of format and quality for asset data gathering moving forward.
- C.5.1.2.2.3 Using Cityworks inspection forms (C.5.3.1.1.2), conduct an in-depth, objective, engineering evaluation of the current condition of all tunnel assets, to establish the asset condition baseline and to facilitate direct condition comparison in the future.
- C.5.1.2.2.4 Use state-of-the-art technology and state-of-the-practice methods in data collection to ensure accuracy. The use of laptops and standard electronic forms are required so that inspection results may be directly entered into Cityworks inspection forms while in the field. Add images taken with digital cameras to capture a visual record of the condition of the various assets, and incorporate that information into the initial condition assessment.
- C.5.1.2.2.5 Using DDOT business intelligence (BI) tools such as Tableau (with Cityworks as the primary data source); evaluate each asset for compliance with the appropriate performance measures. Using same tools summarize the results of the evaluation to establish the asset baseline conditions. Compile the evaluation results in an asset condition report. Submitted reports shall be consistent in format and quality to facilitate comparisons of tunnel asset conditions in the future.

### ***C.5.1.3 Task 1.3 -- Daily on-site tunnel inspection services***

- C.5.1.3.1 An inspector shall be provided to conduct daily on-site inspection of all tunnels to supplement the general contract support to the District Department of Transportation (DDOT) by conducting constant, routine, daily inspection of all tunnel assets, and of the daily maintenance activities of the O&M contractor. The inspector shall have thorough knowledge and understanding of performance based contracting and related performance standards, and shall have working knowledge of Cityworks AMS, the Saber Tunnels Maintenance Contract record keeping software, and/or its successor [DDOT will provide training]. The inspector shall be provided with necessary safety equipment required to execute this service, including an adequately equipped rental vehicle. The duties of the inspector shall include, but shall not be limited to, the following:
- C.5.1.3.2 Serve as a member of the D.C. Tunnel Asset Management Team. Meet weekly with DDOT project management personnel, and attend bi-weekly operations meetings. Serve as on-site liaison with DDOT during tunnel related emergencies.
- C.5.1.3.3 Perform daily drive-through of all tunnels, and daily walk-throughs of the tunnel support areas and fan rooms.
- C.5.1.3.4 Perform daily routine surveys/inspections of the various tunnel elements, including, but not limited to tunnel fan operation controls and mechanical systems, lighting systems, safety features, signals and communication systems. Provide documentation of such activities and associated status findings to the DDOT project manager and a reference to the related Cityworks activity record (inspection or work order).

- C.5.1.3.5 Ensure that all maintenance and inspection activity is logged into DDOT's Cityworks AMS.
- C.5.1.3.6 Monitor maintenance work associated with all DDOT tunnels to verify that it is done in accordance with the terms and requirements of the contract.
- C.5.1.3.7 Identify and document asset deficiencies that do not meet the performance standards or other terms of the contract.
- C.5.1.3.8 Verify the completion of time-critical maintenance tasks.
- C.5.1.3.9 Verify that all identified asset deficiencies, including those identified in quarterly evaluations, are correctly entered into Saber, and/or its successor– Cityworks AMS, and follow up to ensure that scheduled remedies or corrective work is being done within the required timeframe.

#### ***C.5.1.4 Task 1.4 -- Quarterly Evaluations***

- C.5.1.4.1 At the end of each contract quarter, the DDOT Tunnel Management staff and the Consultant, along with the O&M Contractor shall conduct visual field inspections and technical testing, as appropriate, on a 25% sample of all tunnel assets covered by the contract. Evaluators shall examine the condition of the selected tunnel assets including but not limited to: tunnel ventilation fans and other mechanical systems, tunnel lighting systems, and electrical equipment associated with the Mall, Air Rights, 9th and 12th Street tunnels, along with a random sampling of assets associated with the other twelve (12) non-complex tunnels. A review of all maintenance activity records, and the O&M Contractor's performance for each quarter, shall also be conducted to determine the level of compliance with the contract requirements. The consultant shall perform duties that include:
- C.5.1.4.2 Evaluate the O&M contractor's performance on a quarterly basis, and calculate any disincentive fees to be assessed utilizing the established and required "Points Tally System" (a framework for tabulating penalty fees for late work orders and management deliverables, or failures to identify asset deficiencies, which DDOT shall apply to applicable contract line item (CLIN) at the end of each quarter).
- C.5.1.4.3 At the end of each quarterly evaluation period, the consultant shall calculate and submit to DDOT the recommended disincentive fee (as necessary) that DDOT will review and apply, based on the O&M contractor's points tally for each applicable CLIN.
- C.5.1.4.4 The consultant shall provide a technical evaluation of the current condition of the inspected tunnel assets which should be entered into DDOT's Cityworks AMS as an asset condition evaluation.

- C.5.1.4.5 The consultant shall prepare a quarterly report that includes details of the field inspection results stored in Cityworks along with minutes of the required associated review meeting, copies of the evaluators' written asset evaluation ratings and comments, a comparison of those ratings with previous quarters, and a high-level comparison with the established asset condition baseline. The report shall convey the general condition level of the inspected assets, the performance level of the O&M contractor, and prevailing deficiencies and recommendation of associated disincentives to be assessed, along with documented concerns and recommendations. The quarterly report shall also be a key source of documentation for the application of disincentives payments by the O&M Contractor. The quarterly reports shall be an official DDOT document prepared with the assistance of the Support Services Consultant.
- C.5.1.4.6 To the greatest extent possible, reports should be 'data-driven', relying on the asset characteristics and conditions reports drawn directly from Cityworks and/or the asset inventory database.

***C.5.1.5 Task 1.5 -- Annual Report:***

- C.5.1.5.1 An annual evaluation report shall be generated at the end of each contract year. The fourth quarter evaluation shall consist of an in-depth, objective, and independent, engineering assessment of the prevailing condition of selected tunnel assets, and the performance of the O&M Contractor by utilizing the contract requirements and the established asset performance standards. The required Annual Report shall include the results of all quarterly reports and describe the progress attained through the twelve month period relative to the performance standards and the stated project goals. The following additional services shall also be performed by the consultant as a part of the fourth quarter evaluation and the annual report development process:
- C.5.1.5.1.1 Facilitate the Performance Evaluation Board (PEB) meeting, and present all required information to enable board members to make informed decisions, and provide documentation of the results.
- C.5.1.5.1.2 Work with DDOT project management staff to determine the random sampling of assets prior to the inspection and asset condition assessment process.
- C.5.1.5.1.3 Conduct an in-depth, objective engineering evaluation, of the current condition of the selected samples of assets, and the O&M Contractor's performance that would directly be related to the assessed condition of those inspected assets, as it relates to the applicable performance measures.
- C.5.1.5.1.4 The data collected shall be consistent in format and quality to the established baseline data and the data collected during previous evaluation periods to facilitate direct asset comparisons; all asset evaluations should be entered into DDOT's Cityworks AMS as an asset condition evaluation.
- C.5.1.5.1.5 Use state-of-the-art technology and state-of-the-practice methods in the data collection process, to ensure accuracy. The use of laptops or relevant mobile technologies should be leveraged when adding evaluation results into DDOT's Cityworks AMS. Use digital cameras to capture the prevailing condition of the various assets, store these images into Cityworks and incorporate those files into the annual report.

- C.5.1.5.1.6 Within the samples chosen, evaluate each asset for compliance with the performance measures. Summarize the results of the asset evaluation and compare such with the baseline conditions.
- C.5.1.5.1.7 Report whether or not the assets have met the performance measures. Compile the inspection results in an annual report describing the O&M contractor's overall performance, noting exceptional and/or deficient performance where applicable. The annual report shall be consistent in format and quality with the required quarterly reports, to facilitate ease in the comparisons of asset conditions, and also establish a high and unique standard for future annual reports.
- C.5.1.5.2 The annual report shall make recommendations, based on the objective scoring of asset conditions, for the application by DDOT of incentive payments to or disincentive payments from the O&M Contractor, as per contract requirements.
- C.5.1.5.3 The report shall assess and document asset condition progress toward the stated goals of the project.
- C.5.1.5.4 To the greatest extent possible, reports should be 'data-driven', relying on the asset characteristics and conditions reports drawn directly from Cityworks and/or the asset inventory database.

***C.5.1.6 Task 1.6 -- Required As Needed Technical Support Services***

- C.5.1.6.1 As new capital projects are being executed to update or enhance aging tunnel equipment, additional technical support services are needed to assist the tunnel management staff in evaluating technical proposals from the O&M contractor for equipment selection, upgrades, and equipment commissioning. Therefore, supplemental technical engineering support shall be provided, on an as needed basis, to assist the DDOT tunnel project manager to achieve such project goals.
- C.5.1.6.2 The consultant shall assist DDOT in the development of a "Concept of Operations" document that would cover the required execution of all tunnel asset management activities, including all aspects of major and minor emergency response activities within each of the sixteen DC tunnels. The document shall include an assessment of all required emergency response equipment needs, and shall document the role of all critical city agency personnel in the execution of emergency response activities relative to all DDOT tunnel facilities. This Concept of operation agreement shall also serve to familiarize all the city's first responders with existing tunnel infrastructure and operational factors to enable the appropriate level of emergency response. This official document shall be updated annually to include lessons learned, and to ensure the establishment of current contacts, operational, and resource information.
- C.5.1.6.3 In addition, the existing Air Rights Tunnel is currently being extended, and new equipment is in the process of being ordered and installed. That equipment will require commissioning, to ensure optimum functionality to the benefit of DDOT. As a result, the following scope of services related to equipment commissioning is specifically required to support DDOT's interests in the Air Rights Tunnel enhancement project. The consultant shall perform such duties that include, but are not limited to the following:
- C.5.1.6.3.1 Attend Pre-Commissioning Activity Coordination Meeting.

- C.5.1.6.3.2 Attend Commissioning Meetings, scheduled as necessary, and with increasing frequency as tunnel control systems, and mechanical and electrical equipment are being installed.
- C.5.1.6.3.3 Review qualifications of Contractor's testing agency and staff.
- C.5.1.6.3.4 Review Contractor's testing and inspection schedule of work.
- C.5.1.6.3.5 Attend and observe the Commissioning process
- C.5.1.6.3.6 Review Contractor's certified written reports for each completed test.
- C.5.1.6.3.7 Perform monthly review of the Contractor's testing and inspection log.
- C.5.1.6.3.8 Review Contractors equipment documentation (Shop Drawings, Product Data and Warranties).
- C.5.1.6.3.9 Perform monthly review of Commissioning Agents documents, forms, and reports related to the Commissioning process.
- C.5.1.6.3.10 Review Commissioning Plan, including revisions performed as the project conditions change.
- C.5.1.6.3.11 Review Pre-Functional, Startup and Integrated Systems Test checklists for specific equipment and systems.
- C.5.1.6.3.12 Attend/witness the testing and commissioning of tunnel systems.
- C.5.1.6.3.13 Review the Contractor's training plan and participate in training sessions.
- C.5.1.6.3.14 Review Commissioning Agent's issues log documenting deficiencies identified/found during the testing.
- C.5.1.6.3.15 Review operation and maintenance documentation for completeness.
- C.5.1.6.3.16 Review the Final Commissioning Report including the executive summary, equipment list, completed checklists, and recommendation for Substantial Completion.
- C.5.1.6.3.17 Provide progress reports to DDOT at critical stages of the commissioning process.
- C.5.1.6.3.18 Attend project Close-Out Conferences.

### ***C.5.1.7 Task 1.7 -- Central Tunnel Control Room IT Operations and Maintenance Support***

- C.5.1.7.1 The objective of this required service is to support the operation and maintenance of the Tunnel Control Room IT systems, keeping IT systems viable with supported vendor releases or off-the-shelf applications software upgrades. Operations and maintenance on IT systems shall include all software and hardware associated with Servers, Workstations, web-based applications, networking, monitors, and associated peripherals. The consultant shall perform duties that include, but are not limited to the following:

- C.5.1.7.1.1 IT Operational Support
- C.5.1.7.1.2 Software Maintenance and Upgrades
- C.5.1.7.1.3 Infrastructure Management Services (IMS)
- C.5.1.7.1.4 Configuration Management
- C.5.1.7.1.5 Network/Hardware Support
- C.5.1.7.1.6 Help Desk/IT Support
- C.5.1.7.1.7 Resource Management
- C.5.1.7.1.8 Backup and Recovery Management
- C.5.1.7.1.9 Installation, Configuration, and Tuning
- C.5.1.7.1.10 Electronic Software Licensing Services including license: deployment, management, tracking, upgrading, etc.
- C.5.1.7.1.11 System Management
- C.5.1.7.1.12 IT Operation and Maintenance Planning
- C.5.1.7.1.13 IT Infrastructure Optimization
- C.5.1.7.2 Essential IT Functions and Responsibilities: The Consultant shall provide Systems Administration (SA) support for the DDOT Central Tunnel Control Room. Required services include provisioning, installation/configuration, operation, and maintenance of systems hardware, and software, and related infrastructure. The systems to be supported shall include: Crestron DigitalMedia and Control systems, VMware, Linux, and Windows systems that support Video distribution infrastructure; Cisco, VMware, Linux, Windows and Application systems that support Asset Management; Responsibilities on these systems include SA engineering and provisioning, operations and support, and maintenance.
  - C.5.1.7.2.1 Systems Administration Engineering and Provisioning Responsibilities:
    - C.5.1.7.2.1.1 *Engineering of SA-related solutions.*
    - C.5.1.7.2.1.2 *Install new / rebuild existing servers, and configure hardware, monitors, peripherals, services, settings, directories, storage, etc. in accordance with standards and project/operational requirements.*
    - C.5.1.7.2.1.3 *Install and configure systems such as support CCTV infrastructure applications or Asset Management applications.*
    - C.5.1.7.2.1.4 *Develop and maintain installation, configuration and disaster recovery procedures.*
    - C.5.1.7.2.1.5 *Contribute to and maintain system standards.*

- C.5.1.7.2.1.6 Research and recommend innovative, and, where possible, automated approaches for system administration tasks. Identify approaches that leverage our resources and provide economies of scale.*
- C.5.1.7.2.2 IT Operations and Support Responsibilities:**
- C.5.1.7.2.2.1 Perform daily system monitoring, verifying the integrity and availability of all hardware, server resources, systems and key processes, reviewing system and application logs, and verifying completion of scheduled jobs such as backups.*
- C.5.1.7.2.2.2 Perform regular security monitoring to identify any possible intrusions.*
- C.5.1.7.2.2.3 Perform regularly scheduled backup operations, ensuring all required file systems and system data are successfully backed up to the appropriate media, recovery tapes or disks are created, and media is recycled and sent off site as necessary.*
- C.5.1.7.2.2.4 Perform regular file archival and purge as necessary.*
- C.5.1.7.2.2.5 Create, change, and delete user accounts per request.*
- C.5.1.7.2.2.6 Repair and recover from hardware or software failures. Coordinate and communicate with impacted constituencies.*
- C.5.1.7.2.3 IT Maintenance Responsibilities:**
- C.5.1.7.2.3.1 Apply OS patches and upgrades on a regular basis, and upgrade administrative tools and utilities. Configure / add new services as necessary.*
- C.5.1.7.2.3.2 Upgrade and configure system software that supports Video Distribution infrastructure applications or Asset Management applications per project or operational needs.*
- C.5.1.7.2.3.3 Maintain operational, configuration, or other procedures.*
- C.5.1.7.2.3.4 Perform periodic performance reporting to support capacity planning.*
- C.5.1.7.2.3.5 Perform ongoing performance tuning, hardware upgrades, and resource optimization as required. Configure CPU, memory, and disk partitions as required.*
- C.5.1.7.2.3.6 Maintain data center environmental and monitoring equipment.*
- C.5.1.7.2.3.7 Monitor, and perform periodic testing of disaster recovery readiness for all systems, including critical power back-up, handoff between redundant systems, and system recovery procedures.*
- C.5.1.8 *Task I - Overall Objectives:***
- C.5.1.8.1** Obtain thorough and competent management of tunnel asset preservation and performance-based contracting.

- C.5.1.8.2 Complete and comprehensive documentation of the prosecution of the tunnel asset preservation preventive maintenance contract; extent of the achievement of project goals; lessons learned that may be applied to future contracts.
- C.5.1.8.3 Discover and evaluate trends within the asset condition testing data that may be useful in fostering enhancements in the future management and maintenance of those assets

### ***C.5.1.9 Task I - Deliverables***

- C.5.1.9.1 General Contract Management Support Deliverables:
  - C.5.1.9.1.1 Meeting agendas to be delivered at least 1 business day before project meetings including minutes and notes as needed.
  - C.5.1.9.1.2 Provide feedback meeting presentation materials including draft and final feedback meeting minutes
  - C.5.1.9.1.3 Final meeting minutes to be delivered to project partners and posted to the Web-portal within 5 days of receipt of comments.
  - C.5.1.9.1.4 Provide gap analysis for tunnels asset inventory to ensure accuracy and completeness of asset design.
  - C.5.1.9.1.5 Provide a comprehensive and detailed inventory of all tunnel assets, and a baseline evaluation of the current condition of those assets relative to the established performance measures
  - C.5.1.9.1.6 Provide cameras and other testing related equipment as needed
  - C.5.1.9.1.7 Provide reports, maps, charts, forms, draft letters, memoranda, comments and other documents as requested.
  - C.5.1.9.1.8 Provide daily logs of the tunnel inspector's daily activities and findings in a format and on a schedule of the DDOT PM's choosing.
  - C.5.1.9.1.9 Provide written comments on the O&M contractor's deliverables, as directed by the DDOT COTR.
  - C.5.1.9.1.10 Provide access to the Saber MMS or its successor for members of the DDOT Tunnels Team as directed by the DDOT PM.
  - C.5.1.9.1.11 Provide two technical presentations per contract year, including follow-up on audience questions and feedback.
  - C.5.1.9.1.12 Provide recommendations on asset management, configuration and customization of DDOT's Cityworks AMS for tunnel assets.
  - C.5.1.9.1.13 Provide configuration recommendations for and migrating assets, inspection data, and maintenance workflows to Cityworks to replace the current Saber MMS.
  - C.5.1.9.1.14 Coordinate with the DDOT PM to provide flexible technical engineering support as needed

- C.5.1.9.1.15 Provide progress reports to DDOT at critical stages of tunnel equipment commissioning processes
- C.5.1.9.1.16 Provide ongoing IT support for Tunnel Control Room operation and IT systems.
- C.5.1.9.1.17 Develop and maintain the following documents: an installation and configuration manual, a systems maintenance manual, a disaster recovery procedures manual, a Concept of Operation document, and a training manual for the Tunnel Control Room operation and IT systems.
- C.5.1.9.2 Quarterly Evaluation Deliverables:
  - C.5.1.9.2.1 Quarterly asset condition status report including all supporting documentation (draft and final)
  - C.5.1.9.2.2 Draft recommendations for the O&M contractor's quarterly performance, including disincentives (if required).
  - C.5.1.9.2.3 Report of major deficiencies observed during the evaluation inspection process, including recommendations for resolution of those issues
- C.5.1.9.3 Annual Evaluation and Report Deliverables:
  - C.5.1.9.3.1 Evaluation of sample condition data for the four quarterly field evaluations compared to other recent quarterly evaluation results.
  - C.5.1.9.3.2 Draft and final materials package for the PEB meeting.
  - C.5.1.9.3.3 Draft and final annual asset condition report including recommendations to the Contracting Officer for year-end incentives/disincentives based upon PEB results.
  - C.5.1.9.3.4 Detailed meeting agendas, minutes and notes as required.

## **C.5.2 TASK II - NTIS AND SNTI, TUNNEL INSPECTION SUPPORT**

The FHWA National Tunnel Inspection Standards (NTIS) became effective in August 2015. These new regulations require all highway tunnel owners to inspect tunnels every 2 years and submit inventory updates and element inspection results to FHWA. The NTIS requires detailed element inspections for structural, mechanical tunnel ventilation systems, tunnel lighting systems, tunnel equipment control systems and electrical systems, etc. In order to comply with these new regulations, DDOT must establish and carry out an NTIS-compliant inspection program for its 16 tunnels within the District. This initiative shall include development of a DDOT Tunnel Inspection Manual, compiling an inventory of the DDOT tunnel assets covered by NTIS, implement an automated system for the storage and retrieval of inventory and inspection data, develop scoring, and reporting tools necessary for DDOT to submit the required information to FHWA in a timely manner.

**C.5.2.1 Task 2.1 -- Tunnel Inspection Manual (TIM):**

- C.5.2.1.1 The consultant shall develop a DDOT-specific Tunnel Inspection Manual (TIM) for each tunnel that includes tunnel inspection procedures, scope of required inspections, required documentation, and ensures compatibility with FHWA's Tunnel Operations Maintenance Inspection and Evaluation (TOMIE) Manual and the Specifications for the National Tunnel Inventory (SNTI). TOMIE provides uniform and consistent guidance on the operation, maintenance, inspection, and evaluation of tunnel elements. The SNTI details the requirements for inspection, and elements that must be reported following each inspection. Applicable sections of TOMIE and SNTI should be incorporated into DDOT's TIM document. The consultant shall:
  - C.5.2.1.2 Develop a DDOT TIM that includes the NTIS inspection standards applicable to each tunnel asset.
  - C.5.2.1.3 Develop a digital version of the DDOT TIM within the d. Wiki as a digital, searchable Web resource.
  - C.5.2.1.4 Document required tests and evaluations of equipment conditions in accordance with the system condition definitions in SNTI.
  - C.5.2.1.5 Complete Cityworks inspection forms developed for each asset in support of Task 3 to store inspection results, and associated condition assessments, photos.
  - C.5.2.1.6 Establish any additional user-defined elements necessary to fully define the mechanical ventilation, tunnel lighting, electrical, equipment monitoring and control, communications, and surveillance and detection systems present, if any, in each of the District's tunnels. Where appropriate, these systems should be referenced or captured as part of the GIS asset inventory, reference section C.5.1.2.1.
  - C.5.2.1.7 Produce a feature/object model which illustrates the element and subcomponent conditions into the SNTI-defined elements. The model should be referenced from the GIS asset inventory, reference section C.5.1.2.1.
  - C.5.2.1.8 Revise the DDOT TIM during follow-up inspection cycles based on input from the DDOT tunnel Project Manager and updates or upgrades to DDOT's tunnel assets. All updates should also be entered into the Digital TIM within the d. Wiki.
  - C.5.2.1.9 Revise and update Cityworks inspection templates to match any corresponding changes to the DDOT TIM

**C.5.2.2 Task 2.2 -- GIS Inventory of NTIS Tunnel Assets:**

- C.5.2.2.1 An initial tunnel inventory must be established and coded to facilitate data management and data entry in the field. This inventory shall include relevant characteristics of each tunnel, for example, square feet of ceilings, linear feet of traffic barriers, square feet of tunnel walls, etc. A review of existing drawings must be performed to quantify each element prior to the initial fieldwork. The GIS asset design should accommodate for multiple feature types and also account for non-spatial but related components and sub-components, managed as tables within DDOT's enterprise GIS database. The inventory data is to be updated with each biennial inspection and prepared in the appropriate format for DDOT submittal to FHWA. The consultant shall perform duties that include but are not limited to the following:
- C.5.2.2.2 Design a GIS asset model tailored for the specific needs of the DDOT TMS, which will integrate with Cityworks AMS for work orders and inspections. GIS database will be implemented within DDOT's enterprise relational database (Oracle 12c).
- C.5.2.2.3 Where appropriate, point and linear assets should be referenced and associated to other DDOT systems, such as the GIS Linear Referencing System (LRS).
- C.5.2.2.4 Review existing Saber MMS inventory with MSI numbers.
- C.5.2.2.5 Update Saber MMS inventory based on outside data and field observations.
- C.5.2.2.6 In coordination with DDOT IT/DBA staff, extract, transform and load (ETL) Saber MMS asset, inspection and work history into Cityworks GIS asset data model.
- C.5.2.2.7 Merge the inventories of structural assets from the tunnels maintenance program and the Tunnel Management System to cover the structural assets mandated for inspection under NTIS
- C.5.2.2.8 Structure and format inventory based on DDOT input and SNTI specifications.
- C.5.2.2.9 Provide a hierarchical description and graphical object model of DDOT tunnel assets structured to meet NTIS guidelines
- C.5.2.2.10 Update tunnel GIS, facility, component inventory data as appropriate with each biennial inspection.

**C.5.2.3 Task 2.3 -- Scoring and Reporting Tools:**

- C.5.2.3.1 The District currently utilizes the FHWA Tunnel Management System for storing structural condition data on its tunnel assets. Conditions are updated on a quarterly basis for a sampling of the tunnel assets as part of the ongoing maintenance contract. The NTIS Inspection program will require the development of new data collection tools and reporting methodology in order to store and report NTIS inspection information. The tool development activity shall be continually updated and refined based on results in the field, and DDOT input. The consultant shall perform duties that include but are not limited to the following:
- C.5.2.3.2 Develop a data collection and reporting methodology that will satisfy DDOT's NTIS reporting requirements.

- C.5.2.3.3 Develop scoring and reporting tools to document the results of the NTIS inspections.
- C.5.2.3.4 Develop initial options and recommendations for the format/and platform to be used for condition storage and reporting within DDOT's Cityworks AMS.
- C.5.2.3.5 Develop scoring inspection templates in Cityworks for the tunnel assets to be evaluated during the NTIS inspection.
- C.5.2.3.6 Develop a protocol for reporting deficiencies identified during the mapping of NTIS inventory elements to the tunnel assets covered by DDOT's Tunnels and Roadway Maintenance Programs.
- C.5.2.3.7 Develop a protocol to extract and provide NTIS-compliant summary inspection reports from Cityworks AMS.

#### ***C.5.2.4 Task 2.4 -- Biennial Inspections***

- C.5.2.4.1 The NTIS requires all initial tunnel inspections must be completed and results submitted to FHWA within 2 years of the effective date of August 13, 2015. Subsequently, each tunnel is to be inspected 22 to 24 months after the previous biennial inspection. The District of Columbia currently has 16 structures included in the National Tunnel Inventory. Of these, four tunnels have mechanical ventilation systems and are considered complex. All of the tunnels have lighting and electrical distribution systems that will require inspection under this effort. The consultant shall perform duties that include but are not limited to the following:
  - C.5.2.4.2 Perform first round of tunnel inspections as an initial inspection per SNTI Section 1.5., and subsequent inspections as routine inspections per SNTI Section 1.5.
  - C.5.2.4.3 Perform inspections in accordance with DDOT's TIM procedures, scope, and documentation requirements as established in Task 2.1 (reference section C.5.1.2.2.1 above).
  - C.5.2.4.4 Evaluate each tunnel for its conformance with NFPA 502
  - C.5.2.4.5 Document the findings of the fire life safety evaluations in each Tunnel report.
  - C.5.2.4.6 Assess condition of mechanical and electrical systems at the subcomponent level.
  - C.5.2.4.7 Provide written inspection reports documenting compliance with established procedures, including findings, and recommendations.
  - C.5.2.4.8 Compile completed SNTI element templates, including the condition assessment for each system and element required by FHWA.

#### ***C.5.2.5 Task II – Overall Objectives:***

- C.5.2.5.1 Successful DDOT implementation of the federal mandates as set forth in MAP-21 and the new NTIS standards.
- C.5.2.5.2 Providing the required tunnel inspection results as close as possible relative to the August 2017 FHWA deadline.
- C.5.2.5.3 Completion of 50% of the initial inspection and reporting (Phase 1) within 6 months of notice to proceed (NTP).
- C.5.2.5.4 Completion of the remaining 50% of the initial inspection and reporting (Phase 2) within 12 months of notice to proceed (NTP).
- C.5.2.5.5 Meeting the FHWA requirement that assets be inspected every 22 to 24 months.

**C.5.2.6 Task II - Deliverables:**

- C.5.2.6.1 Tunnel Inspection Manual
  - C.5.2.6.1.1 Draft of TIM and electronic TIM for the Mall Tunnel, and the 12<sup>th</sup>. Street North Tunnel, along with 50% of the non-complex tunnels to be delivered for DDOT consideration within 5 weeks of NTP.
  - C.5.2.6.1.2 Final TIM and electronic TIM to be delivered for DDOT review within 2 weeks of receipt of comments regarding the draft version. Updated TIM to be delivered for DDOT consideration as directed by the DDOT PM during Option Year 1.
  - C.5.2.6.1.3 Draft of TIM and electronic TIM for the Air Rights Tunnel, and the 9<sup>th</sup>. Street Tunnel along with 50% of the remaining non-complex tunnels to be delivered for DDOT consideration within 10 weeks of NTP.
  - C.5.2.6.1.4 Final TIM and electronic TIM to be delivered for DDOT for review within 2 weeks of receipt of comments regarding the draft version.
  - C.5.2.6.1.5 Updated TIM to be delivered for DDOT consideration as directed by the DDOT PM during Option Year 1.
  - C.5.2.6.1.6 Updated TIM covering all tunnels to be delivered for DDOT consideration as directed by the DDOT PM during Option Year 2.
  - C.5.2.6.1.7 Updated TIM covering all tunnels to be delivered for DDOT consideration as directed by the DDOT PM during Option Year 3.
- C.5.2.6.2 GIS-Based Tunnel Asset Inventory
  - C.5.2.6.2.1 Draft of tunnel GIS asset model and data schema to be delivered within 4 weeks of NTP.
  - C.5.2.6.2.2 Final tunnel GIS asset model and data schema to be delivered within 1 week of receipt of comments regarding the draft version.

- C.5.2.6.2.3 Draft tunnel inventory to be delivered within 8 weeks of receipt of final tunnel GIS asset inventory model and data schema.
- C.5.2.6.2.4 Final tunnel inventory to be delivered within 5 business days of receipt of comments regarding the draft version.
- C.5.2.6.2.5 Updated tunnel inventory to be developed as directed by DDOT during Option Year 1.
- C.5.2.6.2.6 Updated tunnel inventory to be developed as directed by DDOT during Option Year 2.
- C.5.2.6.2.7 Updated tunnel inventory to be developed as directed by DDOT during Option Year 3.
- C.5.2.6.3 NTIS Inspection Tools
  - C.5.2.6.3.1 Initial options and recommendations for tools/platforms to be used for NTIS inspection data reporting and storage. All recommendations should integrate with Cityworks AMS. To be delivered within 8 weeks of NTP.
  - C.5.2.6.3.2 Scoring templates for all tunnel assets to be inspected per the NTIS inventory, to be delivered within 5 business days of receipt of DDOT input regarding scoring and reporting tools.
  - C.5.2.6.3.3 During Option Year 1, provide updated scoring templates and data collection tools as directed by the DDOT PM.
  - C.5.2.6.3.4 During Option Year 2, provide updated scoring templates and data collection tools as directed by the DDOT PM.
  - C.5.2.6.3.5 During Option Year 3, provide updated scoring templates and data collection tools as directed by the DDOT PM.
- C.5.2.6.4 NTIS Inspection Results
  - C.5.2.6.4.1 During the contract Base Period, provide NTIS initial inspection results (both Phase 1 and Phase 2) in a format keeping with the TIM to be developed under Task 2.1 and addressing the assets inventoried in Task 2.2, to be delivered within 12 months of NTP.
  - C.5.2.6.4.2 During Option Year 1, provide NTIS follow-up inspection results for Phase 1 by August 1, 2019.
  - C.5.2.6.4.3 During Option Year 2, provide NTIS follow-up inspection results for Phase 2 by August 1, 2020.
  - C.5.2.6.4.4 During Option Year 3, provide NTIS follow-up inspection results for Phase 1 by August 1, 2021.

***C.5.2.7 Key Delivery Milestones for Task II***

- C.5.2.7.1 The period of performance associated with task - 2 scope of services shall include the following critical blocks of time:

- C.5.2.7.1.1 Both development phases of the TIM, which shall include complex and non-complex tunnels shall be completed within 7 and 12 weeks of NTP respectively.
- C.5.2.7.1.2 Phase 1, the initial inspection and reporting on 50% of the complex, and 50% of non-complex tunnels shall be completed within 6 months of NTP.
- C.5.2.7.1.3 Phase 2, the remaining tunnel inspection and reporting shall be completed within 12 months of NTP

### **C.5.3 TASK III - CONFIGURATION AND IMPLEMENTATION SUPPORT FOR CITYWORKS AND MIGRATION FROM SABER TMMS**

This initiative calls for the migration to a web-based system to replace SABER as the District of Columbia's primary tunnel maintenance management system (TMMS), which all tunnel maintenance contractors working for the District will be required to utilize in their daily operations. The proposed platform is already in place at DDOT: Cityworks AMS - a web-based, enterprise-grade software framework that encompasses project, task, and asset management; user role configurability; user-tailored reporting; extensive audit functionality and information security.

The existing SABER tunnel maintenance management system is an approximately thirteen-year-old, proprietary system, and has limited capabilities relative to current data collection and asset evaluation needs. A new, non-proprietary, automated system must be created to satisfy new requirements, including the accommodation of FHWA mandated asset element data collection relative to the NTIS and SNTI initiatives. The Asset Management Division's review of SABER's current level of functionality has determined that in addition to being a closed, proprietary system, its client-server system architecture limits its ability to support the evolving accessibility and integration requirements of a decentralized, collaborative project environment.

SABER no longer possesses the required flexibility to address the specific, and evolving needs of the District's performance based asset management framework; therefore, a new path forward with Cityworks AMS is sought, which will enable the development of a unique tunnel asset maintenance management system appropriate for the management and maintenance of DDOT's sixteen (16) tunnels now, and in the future. Additionally, Cityworks provides much-needed integration with related asset groups within DDOT, such as roadway maintenance and construction, roadway lighting, traffic operations and others. The trend in the District for the foreseeable future will be to continue the maintenance of its tunnels through the use of performance-based contracting. As DDOT is in the vanguard of agencies exploring the benefits and challenges of performance-based asset management, it is appropriate that the unique solution implemented for managing the next tunnel preventive maintenance contract should push beyond the inadequate boundaries of a typical transportation asset management system or computerized maintenance management system (CMMS).

**C.5.3.1 Task 3.1 -- Cityworks TMMS Design, Configuration and Implementation Plan**

- C.5.3.1.1 The consultant shall use Cityworks as the platform for the DDOT web-based Tunnel Maintenance Management System (TMMS) that will include, as a minimum, all the features of SABER that are currently being utilized by DDOT (based on past experience with SABER) along with all identified core functionality required to support DDOT's oversight of asset inventory, asset condition, maintenance activities, contractor performance tracking, any other data-management, collaboration, and tracking requirements unique to a "performance-based" asset management environment, plus all other features as outlined in the configuration subtasks below:
- C.5.3.1.1.1 Design and configure Cityworks tunnel Work Order and Task templates for all relevant tunnel assets and components, referencing legacy SABER work order types and also considering additional input on other work order requirements from the DDOT Tunnels Team.
- C.5.3.1.1.2 Design and configure Cityworks tunnel Inspection templates for tunnel assets and components in support of NTIS/TOMIE requirements and also considering additional input on other inspection requirements from the DDOT Tunnels Team.
- C.5.3.1.1.3 Create additional design and configurations; include additional Cityworks features as appropriate such as equipment, labor and material (ELM), work cycles, asset analytics or other Cityworks features that would enhance the quality of the tunnels asset management effort.
- C.5.3.1.1.4 Using Cityworks Javascript API, design Cityworks customizations in support of relevant tunnel asset needs.
- C.5.3.1.1.5 Documentation of the asset maintenance and inspection step-by-step workflows.
- C.5.3.1.1.6 Create a detailed Cityworks implementation plan for the DDOT tunnels asset team which includes:
- C.5.3.1.1.6.1 *The asset management design/configuration to be deployed as well as any intended customizations to Cityworks.*
- C.5.3.1.1.6.2 *Summary of training to be provided.*
- C.5.3.1.1.6.3 *Detailed schedule for implementation/deployment*

**C.5.3.2 Task 3.2 -- Cityworks TMMS Implementation and Training**

- C.5.3.2.1 Prior to the implementation of Cityworks TMMS, the Consultant shall provide detailed training on how to use Cityworks. Additionally, training will be provided on all Cityworks TMMS administrative, inspection and maintenance workflows, how to perform asset analytics and create dashboards. Contractor will create a printable training guide, training 'hands on' examples and other materials in support of the 'train the trainer' session. All training materials will be posted as training wiki pages within the d. Wiki.

- C.5.3.2.2 The Contractor shall configure DDOT's Tableau environment to provide real-time summaries, dashboards and other innovative visualizations which will allow the DDOT Tunnels Team to have complete visibility of not only their assets but also the performance-based contract items relevant to the condition scoring and maintenance of the tunnel assets. The data source will be Cityworks – taking the associated asset condition scores, inspection results, work order information and other asset data to create dashboards. Additionally, all quarterly and annual reports (Ref Task 1.4) shall be as data-driven as possible, utilizing same data.
- C.5.3.2.3 Under the direction of DDOT's PMO/IT team, the consultant shall perform duties that include but are not limited to the following:
- C.5.3.2.3.1 Configure dashboards using GIS, Cityworks data and/or Tableau that provide 'real-time' visualizations of all tunnel assets maintenance condition and work order summaries.
- C.5.3.2.3.2 Configure dashboards using GIS, Cityworks data and/or Tableau that provide 'real-time' visualizations of all tunnel assets inspection progress and status.
- C.5.3.2.3.3 Configure dashboards using GIS, Cityworks data and/or Tableau that provide 'real-time' visualization of tunnel assets and related work from other asset teams (such as roadway maintenance roadway striping, etc.)
- C.5.3.2.3.4 Configure dashboards using Tableau that provide 'real-time' visualization of Contractor Performance, including items relevant to performance-based asset management.
- C.5.3.2.3.5 Configure dashboards using Tableau that provide 'real-time' visualization of Key Performance Indicator tools to summarize and display critical performance items.
- C.5.3.2.3.6 Create quarterly data-driven summaries, using Cityworks data and other asset information that inform the required quarterly reports found within Task 1.4.
- C.5.3.2.3.7 Create annual data-driven summaries, using Cityworks data and other asset information that inform the required quarterly reports found within Task 1.4

### ***C.5.3.3 Key Delivery Milestones for Task - III***

- C.5.3.3.1 All Cityworks accounts shall be provided by DDOT. All Cityworks system updates, upgrades required patches and new versions of the Cityworks platform are the responsibility of DDOT. Development, Testing and Production Cityworks environments will be made available by DDOT. The period of performance associated with task - 3 scope of services shall include the following critical blocks of time:
- C.5.3.3.1.1 The consultant shall perform all Cityworks TMMS design, configuration/development activities, Beta test the Cityworks TMMS and deploy the fully functional new system for initial use by DDOT within twelve (12) months of receiving the notice to proceed.
- C.5.3.3.1.2 Cityworks Training shall be completed 1 week prior to implementation.

C.5.3.3.2 Two years (24 months) of technical support, including phone and e-mail support, shall be provided by the consultant and such services shall begin once the Cityworks TMMS system deployment is complete, fully functional and acceptable by DDOT for final deployment and use by the Tunnels Asset Management team. The consultant/designer/vendor shall generate eight (8) quarterly data sets for DDOT records over the two year period following the system development, acceptance by DDOT, and final deployment for use by the Tunnels Asset Management team.

**C.5.3.4 Task III - Deliverables:**

- C.5.3.4.1 Configuration of the tunnels GIS asset group within Cityworks to leverage the asset inventory GIS feature/object database created in Task 2.2.
- C.5.3.4.2 Development of Cityworks tunnel maintenance work order and task templates for all relevant tunnels assets.
- C.5.3.4.3 Development of Cityworks tunnel maintenance inspection templates for all relevant tunnels assets.
- C.5.3.4.4 Development of other Cityworks capabilities and features as needed for all relevant tunnels assets.
- C.5.3.4.5 Provide configuration guidance for Preventive Maintenance Scheduling within Cityworks which supports flexible options for planning and visualizing upcoming work.
- C.5.3.4.6 Provide configuration guidance for Asset Condition Tracking within Cityworks which reflects real-time asset condition as a function of the Cityworks conditions inspections and work orders on each asset. Condition scoring is relative to established performance standards and supports the trending of asset condition over time
- C.5.3.4.7 Draft implementation plan for TMMS Cityworks configuration to be delivered within 8 weeks of NTP.
- C.5.3.4.8 Final implementation plan for TMMS Cityworks to be delivered within 1 week of receipt of comments regarding the draft version.
- C.5.3.4.9 Create tunnels Cityworks training guide and provide training for all relevant tunnel personnel for inspection and maintenance workflows. All training documents are to be posted on d. Wiki.
- C.5.3.4.10 Create tunnels Cityworks training guide and provide training for administrative and supervisory staff on review and approval workflows, asset analytics, ELM and other advanced topics. All training documents are to be posted on d. Wiki.
- C.5.3.4.11 A shared document library to contain all project documentation
- C.5.3.4.12 A shared calendar view of tunnel maintenance activities, including other related maintenance and construction activities of other asset groups, using available Cityworks or Protrack+ APIs or other map/Web services provided by DDOT.
- C.5.3.4.13 A shared contact list

- C.5.3.4.14 Project Announcements
- C.5.3.4.15 Create a Tableau-based asset maintenance and conditions dashboard to summarize and display critical performance items
- C.5.3.4.16 Create a Tableau-based inspection status dashboard to summarize and display critical performance items
- C.5.3.4.17 Create a Tableau-based Key Performance Indicator tools to summarize and display critical performance items
- C.5.3.4.18 Create a Tableau-based Contractor Performance Tracking dashboard, that supports the assignment and tallying of points tied to contractor performance metrics, and the assessment of disincentives derived from those metrics
- C.5.3.4.19 Role-based Dashboard templates in both Cityworks and Tableau
- C.5.3.4.20 Allowance for future expansion and integration

## C.6 KEY PERSONNEL AND OTHER PERSONNEL REQUIREMENTS.

- C.6.1** The Key Personnel specified in the Contract are considered to be essential to the work being performed hereunder. All Key Personnel must be approved by DDOT prior to their participation on the project. Prior to assigning any Key Personnel to the project, the Contractor shall provide the CA with evidence that the individual meets the minimum experience and qualifications of the Contract. Prior to making substitutions of any Key Personnel, the Contractor shall provide evidence that the substituting individual meets the minimum experience and qualifications of the Contract.
- C.6.2** Daily Operations Tunnel Inspection and Tunnel Asset evaluation support service staff shall demonstrate the following skills and experiences:
  - C.6.2.1** *Experience and knowledge of the requirements of performance-based contracting in general and specific knowledge of tunnel contracts that provides management, rehabilitation, and preventive maintenance services.*
  - C.6.2.2** *Experience and knowledge of performance measures governing performance-based contracting and the approach toward the development of such measures.*
  - C.6.2.3** *Understanding and experience with the management, maintenance and condition evaluation of tunnel structures, high voltage electrical systems, tunnel lighting systems, tunnel equipment control systems, and mechanical tunnel ventilation assets similar to those found in the District's tunnels*

- C.6.2.4** *Understanding and experience associated with tunnel equipment upgrades, the commissioning of tunnel equipment and controls for tunnel ventilation systems, electrical systems and tunnel safety equipment*
- C.6.2.5** *Strong familiarity with DDOT Tunnel Assets and experience providing field inspection services*
- C.6.2.6** *Experience providing asset evaluation support services for performance based contracting*
- C.6.2.7** *Understanding facilitating the achievement of project goals. (provide examples)*
- C.6.2.8** *Skills in writing letters, reports, memoranda, tunnel inspection manuals, etc.*
- C.6.2.9** *Skills in operating mobile/wireless technology such as mobile phones and/or tablets which will be used to fill out Web-based digital inspection forms.*
- C.6.2.10** *Skills in facilitating and presenting project accomplishments to many audiences.*
- C.6.2.11** *Knowledge of FHWA and DDOT policies, procedures and associated specifications.*
- C.6.3** IT Systems Administration support staff – shall be required to have at least Four to Six years system administration experience, a Bachelor (4-year) degree, with a technical major, such as engineering or computer science, Systems Administration/System Engineer certification in Unix/Linux and Microsoft, and Crestron DigitalMedia Engineer 4K certification (DMC-E-4K).
- C.6.4** GIS and Cityworks implementation staff – shall have at minimum a Bachelor’s degree (BS) in Geography, Planning, Computer Science or equivalent experience, working experience of 3+ years in GIS database design, knowledge of Software Development Life Cycle and knowledge of Application of SQL Database Concepts. Cityworks implementation staff must have 2+ years of Cityworks implementation experience, proven knowledge of ‘best practice’ CMMS deployments as well as deep familiarity with the ISO 55000 asset management specification.
- C.6.5** Project Manager – The Project Manager will be responsible for the overall management and delivery of the Project. The Project Manager shall be responsible for ensuring that personnel and other resources are made available when needed. Project Manager shall hold a Bachelor of Science Degree in Civil Engineering with ten (10) years of tunnel maintenance and inspection-related experience who has worked on projects similar in size and complexity to this Project. The Project Manager must be a professional engineer licensed in the District of Columbia.

**C.6.6** NTIS Inspection Team Leader -- The Team Leader is the person on-site who is in charge of the tunnel inspection team. This person is responsible for inspection planning, preparing, performing and reporting to include coordinating the field work. The team leader is responsible for evaluating the deficiencies, quality checking of the inspection data, and making sure that the tunnel inspection reports are complete, accurate, and legible. The team leader should also conduct safety briefings as needed. The team leader shall be able to provide recommendations for the repair of defective items and must initiating appropriate actions when critical findings are discovered. Refer to the NTIS for the complete requirements. The team leader must be a nationally certified tunnel inspector. Team leaders must be on site at all times for initial inspections, routine inspections, and in-depth inspections. Additionally, the team leader is required to meet at least one of the following:

**C.6.6.1** *Registered professional engineer and at least 6 months of tunnel or bridge inspection experience*

**C.6.6.2** *5 years of tunnel or bridge inspection experience.*

**C.6.6.3** *Appropriate combination of education and experience as described in the National Tunnel Inspection Standards (NTIS).*

## **D. CONTRACT TERMS AND CONDITIONS.**

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At the conclusion of this procurement, the successful Offeror will have the opportunity to be awarded a fixed price contract for the Project. The Contract will have a base term of two (2) years, with three (3) one (1) year options. Based upon current forecasts and projections, DDOT currently estimates this opportunity to be between \$5 million to \$12 million if all five (5) years of the contract are exercised, however, this is subject to change. No particular contract amount minimum guarantee is made.

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

- a. The maximum allowable mark-up for sub-consultants 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 task order.
- b. Direct Salary Expense (“DSE”) is defined as the actual salaries, expressed on an hourly wage basis, prior to deductions for employment taxes (such as FICA, Medicare, income tax withholding) and employee-paid benefits, of all personnel, including 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 sub-consultants including, but not limited to,

Key Personnel as defined in this RFQ, engineers, architects, officers, principals, associates, CADD technicians, designers, job captains, draftspeople, 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. Sub-consultant'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 sub-consultants. Certified payroll will be required to be submitted annually throughout the life of the Contract.
- h. Task orders may be agreed to on the basis of any permissible means of compensation, such as lump sum, cost plus fixed fee, cost per unit of work, or specific rates of compensation, as appropriate to the task order.
- i. If sub-consultants 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 ("Federal Standard Contract Provisions").
  - (2) The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts (2010) ("OCP Standard Contract Provisions").
  - (3) U.S. Department of Labor SCA Wage Determination-WD No., 2005-2103 Rev. 16 Date of Revision 7/8/2015 (or more recent version). Available at: <http://www.wdol.gov/sca.aspx>

(4) Fair Criminal Record Screening: The Consultant will be required to comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152).

(5) Other provisions as applicable or as determined by the District of Columbia. Offerors are advised to consult “Required Solicitation Documents” found at <http://ocp.dc.gov/node/599822>.

k. “Contract Documents” shall mean

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

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

- (1) The Contract, as modified, including the Federal Standard Contract Provisions and the OCP Standard Contract Provisions; if there is a conflict between the Federal Standard Contract Provisions and the OCP Standard Provisions, then the Federal Standard Contract Provisions shall prevail;
- (2) Contract attachments other than the Federal and OCP Standard Contract Provisions, unless in conflict with applicable law or regulation
- (3) In the following order: Task Order statement of work, Task Order attachments associated with the particular Task Order, and Consultant’s Task Order quote or proposal
- (4) 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

## **INSURANCE**

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO 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 CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Contractor 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 Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds 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 Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor'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 Contractor'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 Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may

be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor 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 Grantee and subcontractors.

1. Commercial General Liability Insurance (“CGL”) - The Contractor 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 Contractor, 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 Contractor 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 Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s 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 Contractor 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.

Employer’s Liability Insurance - The Contractor 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.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$10,000,000 per occurrence or claim, \$10,000,000 aggregate. Coverage shall be sufficiently broad to respond

to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

5. Employment Practices Liability - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims which the District of Columbia would be named as a co-defendant in claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. The policy shall include an endorsement naming the District of Columbia as a co-defendant or additional insured and shall also include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of not less than \$1,000,000 for each wrongful act and \$2,000,000 annual aggregate for each wrongful act.
6. Professional Liability Insurance (Errors & Omissions) - The Contractor 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 \$5,000,000 per claim or per occurrence for each wrongful act and \$10,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor 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.
7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$10,000,000 per occurrence and \$10,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/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.

B. 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.

C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

D. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

E. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

F. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

G. NOTIFICATION. The Contractor 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 Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

H. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

Government of the District of Columbia  
Mail to the attention of:  
Margaret Platek, Contracting Officer  
District Department of Transportation  
55 M Street SE, Suite 700  
Washington, DC 20003

## **E. SELECTION PROCESS.**

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### **E.1 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 8 of this RFQ.

### **E.2 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 1004, of the United States Code (“USC”). This procurement will be use a multi-step qualifications-based selection process.

- (1) In step one, an Evaluation Board appointed by the Contracting Officer, will:
  - (a) Evaluate each submitted response.
  - (b) Evaluate the firms in accordance with the criteria set forth in this RFQ.
  - (c) Prepare a selection report for the Contracting Officer recommending, in order of preference, at least three (3) firms that are evaluated to be the most highly qualified to perform the required services.
- (2) In step two, the Contracting Officer will review the recommendations of the Evaluation Board and will, with the advice of appropriate technical and staff representatives, make the final selection. The final selection shall be a listing, in order of preference, of the firms considered most highly qualified to perform the work. If the firm listed as the most preferred is not recommended as the most highly qualified by the Evaluation Board, then the Contracting Officer will include in the contract file a written explanation of the reason for the selection. All firms on the final selection list will be considered "selected firms" with which the Contracting Officer may negotiate.
- (3) In step three, negotiations will start with the highest-ranked among the listed selected firms. If negotiations are not successful with an Offeror, then the Contracting Officer will proceed to the next highest-ranked Offeror. The Contracting Officer may request rates, hourly rates by position, profit factors, overhead rates, and other pricing information from Offerors, except that the Contracting Officer may not initiate negotiations of indirect cost rates (as that term is defined under applicable federal law and regulation). Pricing may be part of negotiations in step three. Pricing may also be negotiated on a task order basis.

### E.3 AWARD.

At the conclusion of the RFQ submission process and the interviews if held, DDOT intends to award one fixed price contract for the tunnel maintenance management support service Project. The Contract will have a base period of two (2) years with three (3) one (1) year options for a potential total of five (5) years. The terms of individual task orders, including price, may be negotiated in response to the issuance of a Request for Task Order Proposal by DDOT.

#### a. Schedule.

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

Advertise Project	December 14, 2017
Pre-proposal Meeting	N/A
Last Day to Submit Questions	January 2, 2018
Submittal of Proposals	January 19, 2018
Selection and Presentations	February-March 2018
Award and NTP	Spring 2018

## F. SUBMITTAL PROCESS AND REQUIREMENTS.

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Adequate delivery of services require past experience and skills that shall be demonstrated in required submissions. All Offerors must submit documentation to demonstrate their past experience and skills as required along with resumes to document the qualifications and experience of key personnel involved in the project, including additional submittals as indicated below with their proposal. Failure to provide any of the required documentation shall be cause for proposal to be deemed non-responsible and rejected.

All Offerors must submit examples of comparable projects (supporting asset preservation of tunnels) successfully completed within the past 5 years, and a detailed description of the projects, including completion date, contract cost, and services provided. The client's contact information shall be included. These submitted qualifying projects must have been contracted to the Offeror, preferably as prime, but relevant sub-consultant experience would be considered.

All Offerors must submit a Staffing Plan that shall include: Daily Operations Tunnel Inspection and Tunnel Asset Evaluation support service staff, IT Systems Administrator, Software Development staff, Engineers and Inspectors with appropriate FHWA/NTIS certifications, and with experience levels as required in Section 3.4 of this RFQ.

## F.1 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 8 of this RFQ.

### a. 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 F.1.a, may result in the submittal being deemed non-responsive.

### b. 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>.

**c. Amendments.**

Offerors shall acknowledge receipt of any amendment to this solicitation.

**d. Sub-consultants.**

Offeror must identify any sub-consultants that are included as part of Offeror's proposed team, Offeror must list projects for which the sub-consultant(s) has worked with the Offeror.

**e. 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 January 19, 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 up to January 2, 2018.
- (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).

**f. 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.

**g. 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.

**h. 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.

**i. 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.

**j. 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.

**k. 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.

**l. 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.

**m. 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 F.1.a(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 sub-consultants.)

**n. 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.

**o. 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 RFQ.

## **G. DBE GOAL.**

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A   3  % 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 B.

## **H. EVALUATION AND SELECTION.**

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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. Offerors will be ranked by the Evaluation Board in descending order based on the total combined score comprised of the evaluation criteria score, 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, and Key Personnel experience as described in Section 3.4 of this RFQ. (Maximum 30 points)
  - A. Education/Training and registration, where required, of key personnel associated with the accomplishment of each task. (Maximum 10 points)
  - B. Professional qualifications and required certification of staff necessary for satisfactory completion of the required NTIS and SNTI tunnel element inspection services, to facilitate required documentation, and reporting requirements. Along with The staff’s familiarity with applicable Federal and DDOT regulations, standards specifications, and procedures. (Maximum 10 points)
  - C. Qualifications of IT Systems Administration support staff and Software Development staff. (Maximum 10 points)
- (2) Specialized experience and technical competence in the types of work required as stated in Section 3.4 of this RFQ including, without limitation, Offeror’s prior experience in the following: (Maximum 30 points)
  - A. Firm’s specialized experience and technical expertise associated with performance-based tunnel asset preservation, preventive maintenance, rehabilitation and management contracts or contracts of a similar nature. Along with knowledge of the application of performance measures that govern performance based contracting and the conceptual approach toward the development of such measures. (Maximum 10 points)

- B. Specialized experience in providing management support services, evaluating and documenting the condition of tunnel assets: Tunnel structure, tunnel lighting systems, high voltage electrical systems, tunnel equipment control systems, mechanical tunnel ventilation systems and associated components thereof. Experience associated with tunnel equipment upgrades and the commissioning of equipment controls, and all other tunnel systems. Experience in the development of tunnel inspection manuals (Maximum 10 points)
  - C. Specialized experience, technical expertise, and sustained engagement in the development, implementation, and technical support of Cityworks asset management, and maintenance management solutions, and the ability to provide ongoing hardware, software, infrastructure, systems administration, operations, and life cycle maintenance support for audio/video distribution and computing networks in operations center and control room environments. (Maximum 10 points)
- (3) Past performance on similar contracts with the District, other government entities, and private industry in terms of quality of work, compliance with performance Schedule and cost control. (Maximum 30 Points)
- A. Firm's past performance in providing management support service as described in the scope of services for projects that are comparable, in performance-based contracts, in software development, in IT support contracts and NTIS inspection and asset condition documentation contracts of a similar nature, with the District, other government entities, and/or private industry. (Maximum 25 points)
  - B. Overall team record of work as prime on similar projects or other similar consulting work as sub-consultant. (Maximum 5 points)
- (4) Capacity to accomplish the work in the required time limitation. (Maximum 10 points)
- A. Resources and capacity to provide required materials, ability to complete and deliver the required services within the time limitations, as described in the scope of work. (Maximum 5 points)
  - B. Previous record of on-time completion of similar tasks. (Maximum 5 points)

The Offerors scoring the highest in criteria categories (1) through (4) above will be invited to participate in interview as described in Section E.2(2). The Offerors selected to participate will be notified in writing. Refer to the Schedule in Section E.3(a) for estimated dates (which are subject to change). Specific information and other details will be provided at the time of notification.

**b. Scoring Methodology.**

The Evaluation Board will review the submittals with reference to the evaluation factors specified in Section 8.a, in accordance with the rating scale provided in this Section, and will assign a quantitative rating for each of the evaluation factors.

**c. 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.

**d. Application of Rating Scale**

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

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

**EXHIBIT B****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 contract information and contract records. The prime contractor is responsible for ensuring all subcontractors have completed all requested items and that their contract information is accurate and up-to-date. District DOT's Office of Civil Rights may require additional information related to the contract to be provided electronically through the system at any time before, during, or after contract award.

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

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

#### **The Prime must upload and report the following items:**

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

- Prime must report all payments to DBE firms and all subcontractors to the [Contract Compliance System](#) by the 15<sup>th</sup> of the month for the previous month activity under this project even if no activity for a month.
- A completed DDOT DBE Contractor Payment form and a copy of all cancelled check payments to DBE firms and all subcontractors should be Upload to [Contract Compliance System](#) by the 15th of the month for the previous month activity. A form MUST be completed monthly even if no activity for a month. (Attached)

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

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

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

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

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

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

There is no cost to Contractors for this service. You may add as many users to 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 (\_\_\_3\_\_\_%) 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

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.

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

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

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.
- 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.
- 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.
- 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.
- Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 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.***