

SOLICITATION, OFFER, AND AWARD			1. Caption Design Services for the DC PLUG Program			Page of Pages 1 of 31*				
2. Contract Number		3. Solicitation Number DCKA-2019-Q-0041		4. Type of Solicitation Sealed Bid (IFB) Sealed Proposals (RFP) Sole Source <input checked="" type="checkbox"/> Request for Qualifications Emergency		5. Date Issued 5/7/2019		6. Type of Market <input type="checkbox"/> Open <input checked="" type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside		
7. Issued By: District Department of Transportation Office of Contracting and Procurement 55 M Street, SE – Suite 700S Washington, DC 20003					8. Address Offer to: Office of Contracting and Procurement Department of Transportation 55 M Street, SE, 4 th Floor Washington, DC 20003					
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"										
SOLICITATION										
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at address in 8 above until 2:00 pm local time on May 28, 2019										
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.										
10. For Information Contact		A. Name Ana Rangel , Contracting Officer			B. Telephone (Area Code) 202 (Number) 524-8136 (Ext)			C. E-mail Address ana.rangel@dc.gov		
11. Table of Contents										
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.			
X		Solicitation/Contract Form	1	X	8	Contract	13			
X	1	Introduction	2							
X	2	Project Background	2	X	9	Selection Process	13			
x	3	Contract Scope	4							
X	4	Responsibilities of Consultant	4			Submittal Process and Requirements	20			
x	5	Scope of Work	6	X	10					
X	6	Scope of Potential Additional Services	11	X	11	SBE/CBE and First Source Requirements	24			
X	7	Key Personnel	12	X	12	Evaluation and Selection	25			
OFFER										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>180</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.										
13 Not Applicable										
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):		Amendment Number		Date		Amendment Number		Date		
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract						
15B. Telephone			15 C. Check if remittance address is different from above - Refer to Section G			17. Signature		18. Offer Date		
(Area Code)	(Number)	(Ext)								
AWARD (TO BE COMPLETED BY GOVERNMENT)										
19. Accepted as to Items Numbered			20. Amount			21. Accounting and Appropriation				
22. Name of Contracting Officer (Type or Print) Government of the District of Columbia				23. Signature of Contracting Officer (District of Columbia)  Office of Contracting & Procurement			24. Award Date			
*Excludes attachments, If any										

1. **Introduction.**

The District of Columbia Office of Contracting and Procurement (“OCP”), for and on behalf of The District of Columbia Department of Transportation (“DDOT”) (the “District”), pursuant to the Procurement Practices Reform Act of 2010 (“PPRA”), and 27 D.C.M.R §§ 2600 – 2699, is issuing this Request for Qualifications (“RFQ”) to solicit Statements of Qualifications (“SOQ”s) from engineering firms (“Offerors”) interested in providing professional engineering services for administration, preparation of design plans and specifications and related services as a design consultant (“Consultant”) for certain Feeders of the DC PLUG program (the “Project”). This RFQ outlines the technical expertise and qualifications expected from Offerors. This RFQ is being publicly advertised.

Consultant selection will be made using a qualifications-based process. The two most highly qualified Offerors will be selected for award of an indefinite delivery indefinite quantity (“IDIQ”) contract. Each of the two awarded contracts could contemplate delivery of at least one electrical feeder undergrounding civil design and a potential maximum of four such task orders between the two contracts.

2. **Project Background.**

In August 2012, an order by the Mayor of Washington, D.C. established the Mayor’s Power Line Undergrounding Task Force (the “Task Force”), which was charged with evaluating options that would prevent extended electric service outages caused by significant weather events. The 18-member panel included government officials, regulators, local utility industry executives, and residents of neighborhoods often affected by power outages.

In May 2013, the Task Force presented a recommendation for a partnership between Pepco and the District Department of Transportation (“DDOT”) to underground primary mainline and primary laterals of select electric lines. Enabling legislation was introduced to the Council of the District of Columbia, and the Electric Company Infrastructure Improvement Financing Act of 2014 (“DC Plug Act”) became law in May 2014. The DC Plug Act was amended in May, 2017.

The entire initiative is projected to take six to seven years and cost \$500 million. Expected benefits are improved reliability day-to-day and during severe storms, reduced outages, and faster overall restoration. By undergrounding the primary mainline, primary lateral power lines, and associated equipment, Pepco is expecting, on average, to reduce the frequency and duration of outages caused by the overhead power lines by 95% on improved feeders.

The DC Power Line Undergrounding (“DC PLUG”) initiative is a \$500 million program, jointly funded by Pepco and the District. The Pepco-funded portion is \$250 million, and the District will fund \$187.5 million. Up to an additional \$62.5 million will come from DDOT’s capital improvement budget. Recovery of the costs for the Pepco debt and equity and District financing will come through two surcharges on Pepco customers’ bills.

OCP, on behalf of DDOT, is inviting your firm to submit qualifications to provide civil design services for the electrical engineering design of up to four electrical feeders for the DC PLUG Program.

The SOQ is an opportunity to demonstrate your firm’s understanding of the project scope of work, challenges, and your firm’s plans for formulation of the Project’s design and staffing. It is important to detail your firm’s unique capabilities and past experiences qualifying you for selection as a Consultant for design services.

The Consultant will be excluded from competing as a bidder or offeror either as a prime construction contractor or construction manager, or as a member of any team for such purposes, for any future DC PLUG construction, and construction management projects during the life of this Contract, unless released by OCP at OCP's sole option and discretion. If a subconsultant is not otherwise subject to an organizational conflict of interest, OCP intends, upon request, to allow participation by such subconsultants on future DC PLUG projects during the life of this Contract.

Offerors must provide information regarding all potential organizational conflicts of interest in their SOQs, including all relevant facts concerning any past, present, or currently planned interests that may present an organizational conflict of interest, including, without limitation, as required by 27 DCMR § 2222. The Contracting Officer will determine whether an organizational conflict of interest exists and what actions are necessary to avoid, neutralize, or mitigate such conflict.

Any potential Offeror who is retained to provide program management or construction management services for the DC PLUG Program is precluded from consideration for this engagement.

a. **Program Goals and Objectives:**

- (1) Program Scope: The DC PLUG program intends to replace up to 30 existing overhead power lines with new underground feeders and associated equipment. The selected feeders are in District Wards 3, 4, 5, 7, and 8. The electric distribution system in Wards 1, 2 and 6 is already largely underground. The program is separated into three Biennial Plans, with each plan requiring formal application and approval by the DC Public Service Commission ("PSC"). The First Biennial Plan provided for six new underground electric feeders for selected primary mainline and lateral portions.
- (2) Education Plan: In an effort to keep District residents and interested parties involved in the consumer education aspect of the Undergrounding Project, the DC PSC directed the Joint Applicants to create a Underground Project Consumer Education ("UPCE") Task Force comprised of affected stakeholders including Pepco, DDOT, OPC, AOBA, D.C. Climate Action, ANC Commissioners, DC Public Service Commission ("PSC") staff, and residents from the affected Wards in the District as well as any other governmental or non-governmental entity representing specific consumer interests. The PSC further directed that the UPCE be chaired by the Office of the City Administrator.
- (3) Governance Structure: DC PLUG is a primary District of Columbia Program with high visibility and oversight by the Mayor and the DC PSC. Frequent reporting, project updates, and accurate forecasting are required to keep the residents and public informed throughout the life of the program. Although DDOT and Pepco will report to DC PSC, the District will rely substantially on a Program Management Consultant ("PMC") that is contracted to the District to manage and report on planning, design, schedule, budget, construction and coordination. Comprehensive reporting tools, including updates to the DC PLUG information website, Frequently Asked Questions, and town hall briefings for affected Wards and residents are expected. The design Consultant shall be required to coordinate with the PMC.
- (4) Program Execution and Coordination: The First Biennial Plan is based on multiple, stand-alone projects. Project delivery is currently based on traditional Design-Bid-Build methods.

For each stand-alone project, DDOT expects to procure dedicated design, construction and construction management contracts. Pepco is separately responsible for the design, procurement, and installation and testing of the new electrical feeders and equipment. DDOT is responsible for design, construction and inspection of the site preparation, including relocation of existing underground utilities, and new underground conduit and facilities to support Pepco's new electrical feeders and equipment. For each project, project phasing and coordination between DDOT and Pepco contracts is required.

3. Contract Scope.

In response to the complexity of the construction procurement, and the need to effectively deliver the Project within the allocated time and budget, DDOT is soliciting A/E consultants to provide engineering design services, and other technical services, under a professional services contract (the "Contract").

The proposed work is to design the underground civil facilities required to underground feeder(s) to be determined at a later date. The Consultant shall furnish all supervision, labor, equipment, tools, transportation, traffic control and material (except as hereinafter specified) necessary to complete the detailed civil construction design of the assigned Feeder(s).

The District will specify, at its sole discretion, the order in which Feeder designs will be initiated and completed. Priority for Feeder design will be communicated to the Consultant by the Contract Administrator ("CA").

4. Responsibilities of Consultant.

- a. Consultant shall perform its services consistent with the skill and care ordinarily provided by civil general engineering consultants practicing in major urban areas on projects of a similar type, cost, and size. The Consultant shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.
- b. Consultant's services shall be provided consistent with the District of Columbia Department of Transportation (DDOT) Standard Specifications for Highways and Structures (2013), as amended and updated, the DDOT Design and Engineering Manual (2017), as amended and updated, and the Pepco Design and Construction Standards, as amended and updated, collectively, the "Standards", which are hereby incorporated herein by reference, including any amendments or revisions thereto.
- c. When reviewing, evaluating, monitoring, coordinating, and reporting with respect to the services of other consultants and contractors, Consultant shall apply all applicable District and federal, laws, codes, regulations, standards, guidelines, and orders, including, without limitation, the then-current version of the District of Columbia Department of Transportation Standard Specifications for Highways and Structures.
- d. Consultant shall identify a representative authorized to act on behalf of the Consultant with respect to the Project.
- e. In the conduct of all activities required for or otherwise related to the performance of the Consultant shall not engage in any activity, or accept any employment, interest or compensation

that would reasonably appear to compromise the Consultant's judgment with respect to this Project, except with DDOT's prior knowledge and prior written consent.

- f.** Contract Consultant shall conform to and uphold all established ethical principles and professional standards of practice governing consulting engineers in the District of Columbia, and in any jurisdiction where the Consultant may be licensed or registered.
- g.** Consultant shall not have responsibility for the construction means, methods, techniques, sequences or procedures for the work of construction contractors or Contractors for all or any portion of the Project.
- h.** Consultant shall provide all necessary expertise and services and to have and maintain appropriate licenses that meet District of Columbia requirements to professionally and diligently prosecute the work authorized.
- i.** Consultant shall contract for or employ at Consultant's expense, subcontractors to the extent deemed necessary for the work, with the prior written consent of DDOT.
- j.** Consultant shall consult with normal and customary employees, agencies, and representatives of the District of Columbia regarding the work of the Contract.
- k.** Consultant shall work effectively with other District of Columbia agencies, federal agencies, and the Pepco DC PLUG team.
- l.** Consultant shall abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.
- m.** Consultant shall perform its services in accordance with all applicable District and federal, laws, codes, regulations, standards, guidelines, and orders.
- n.** Consultant agrees that it shall recognize that in the performance of the Contract that it may receive certain information submitted to the District government on a proprietary basis by third parties, information which relates to potential or actual claims against the District government, or information which relates to matters in dispute or litigation. Unless the District consents to a particular disclosure, the Consultant shall use such information exclusively in the performance of the Contract and shall forever hold inviolate and protect from disclosure all such information, except disclosures required by applicable law or court order. The Consultant also agrees that, to the extent it is permitted to disclose such information, it will make such disclosures only to those individuals who need to know such information in order to perform required tasks in their official capacity and will restrict access to such information to such individuals.
- o.** If there is a conflict between this Contract and the Standards, then the provision which provides the District with the greater quantity, higher quality, or greater benefit, shall govern.
- p.** The Consultant shall perform and deliver all work conforming to DDOT and Pepco standards for construction of civil infrastructure associated with the DC PLUG Program, including, but not limited to concrete-encased duct bank, subsurface vaults, transformer enclosures and manholes, and streets and roads. All work, services, and submittals shall comply with, and be performed in consistence with, the current standard practice and code requirements for design and

construction of the District of Columbia Department of Transportation, including, but not limited to:

- (1) DDOT Design and Engineering Manual, 2017;
- (2) DDOT Standard Specifications for Highways and Structures (“The Gold Book”) 2013;
- (3) DDOT Standard Drawings, 2015;
- (4) District of Columbia Streetlight Policy and Design Guidelines
- (5) Association of State Highway and Transportation Officials (“AASHTO”) Roadway Lighting Design Guide
- (6) AASHTO manual “A Policy on Geometric Design of Highways and Streets” (latest edition)
- (7) DOEE – Storm Water Management Guidebook 2019;
- (8) DOEE – Erosion and Sediment Control Manual, 2017;
- (9) AASHTO: “Guide for the Development of Bicycle Facilities”, latest edition; “Guide for Design of Pavement Structures”, latest edition; “A Policy on Geometric Design of Highways and Streets”, latest edition; “Standard Specifications for Highway Bridges”, latest edition, and all current applicable AASHTO Specifications;
- (10) FHWA requirements including: “Manual on Uniform Traffic Control Devices”; “Designing Sidewalks and Trail for Access, Best Practices Design Guide”;
- (11) WMATA guidelines for building over metro tunnels; and
- (12) Pepco Design and Construction Standards.

5. Scope of Basic Services / Scope of Work (“SOW”).

Provide design Consultant services, pursuant to task orders, including, without limitation, the following:

a. Project Administration Services

Consultant shall provide all usual and customary project administration for the Project, including, without limitation:

- (1) Identify specific strategies to streamline the project development process in terms of sequencing key activities and approvals.
- (2) Hold bi-weekly project progress meetings with DDOT and partners; provide a draft agenda three (3) business days in advance of meetings.
- (3) Complete detailed and accurate meeting minutes within three (3) business days for review and approval.
- (4) Develop a detailed Project Work Plan to include information on the Project team organization, team decision making, roles and responsibilities and interaction with stakeholders, communication standards, invoicing and progress reporting methods and procedures, and the scope of work.
- (5) Submit monthly progress reports and invoices to include tracking of budgets and schedules with a summary by task of progress made during the reporting period, separated into logical elements of work. This shall include pertinent data sufficient to explain project progress, meetings attended, and other specific activities covered by the invoice period, including an explanation of any technical and/or schedule issues which may have occurred or are expected to arise and recommendations to resolve or address issues identified in terms of scope, schedule and budget.

- (6) Independent deliverables Quality Assurance/Quality Control (“QA/QC”) review: Provide detailed description to DDOT of Consultant’s QA/QC standard procedures. Provide a professional level of review of all deliverables to assure quality, technical accuracy, and the coordination of all work and documents furnished by Consultant and other contractors and consultants; Consultant shall, without additional compensation, correct or revise any errors in its work or documents; make recommendations to ensure that the finished project will conform to all applicable DDOT design standards, and will be acceptable to DDOT.
- (7) Document Control. Consultant’s document control procedure must include, without limitation, Consultant’s processes for the following requirements:
 - (a) to approve documents for adequacy prior to issue,
 - (b) to review and update as necessary and re-approve documents,
 - (c) to ensure that changes and the current revision status of documents are identified,
 - (d) to ensure that relevant versions of applicable documents are available at points of use,
 - (e) to ensure that documents remain legible and readily identifiable,
 - (f) to ensure that documents of external origin determined by the organization to be necessary for the planning and operation of a quality management system are identified and their distribution controlled, and
 - (g) to prevent the unintended use of obsolete documents, and to apply suitable identification to them if they are retained for any purpose.

In general, DDOT’s Program Management Consultant or Construction Manager, or both, will retain responsibility at the overall project-wide level for document control of documents produced by parties other than Consultant.
- (8) Provide project leadership and foster a culture of innovation, excellence, collaboration, and mutual support among the project management teams.
- (9) Attend and participate in pre-RFQ and pre-proposal conferences for the construction procurement (as required by DDOT).
- (10) Assist with the preparation of all solicitation documents for the Project.
- (11) Utility coordination and review, and permit review.
- (12) Participate in and contribute to value engineering and value analysis exercises as required.
- (13) Attend meetings with the District of Columbia, federal, and regional agencies as needed and directed to perform the work for each assigned project.
- (14) Prepare and issue meeting minutes documenting decisions and required action items for meetings attended.
- (15) Project Records:
 - (a) All Project records shall be uploaded to the Project SharePoint site. Consultant shall enter into such data-sharing and data protection agreements as are necessary, and as required by DDOT, for Consultant to perform its duties.
 - (b) All Project records as defined in this Section shall be made available to DDOT and, upon completion of the Project, shall be delivered to DDOT at its principal offices. Return to DDOT any original calculations, survey notes, engineering or other data provided by DDOT. Provide certifications thereon of all original as-built plans (if Consultant has provided construction observation services), calculations, maps, engineering data, final estimates and any other engineering data produced by the Consultant. Documents prepared by the Consultant and its subcontractors in performance of their work with respect to the Project shall be delivered to, and become the property of, DDOT.
 - (c) Maintain all books, documents, papers, accounting records and other evidence pertaining to Consultant’s costs, expenses, and fees incurred during the performance of the work under this Project, including all work performed during the preparation of proposals. Such materials shall be made available at the Consultant’s office at all reasonable times during

the period of this Contract and for three (3) years from the date of final payment under this Contract. Copies of these materials shall be furnished upon request by DDOT (both in hardcopy and electronic copy format).

- (16) Other usual and customary services related to the Project as assigned.
- (17) Deliverables:
 - (a) Detailed Project Work Plan and Schedule with milestones and deliverables
 - (b) Meeting Log and Minutes of Project Progress Meetings (to be included with monthly progress reports)
 - (c) Monthly Progress Reports
 - (d) Monthly invoices from Consultant
 - (e) Monthly cash flow forecasts

b. Feeder Civil Construction Design.

DDOT requires planning and design assistance leading up to design plans of the Feeders located within the District. All design elements shall comply with DDOT's Design and Engineering Manual and other applicable documents as noted in this RFQ.

(1) Civil Engineering Design

Provide preliminary design that includes, without limitation, the following components:

- (a) Existing Survey Plan
- (b) Geometric Layout and Control Points
- (c) Roadway and Bridge Paving Plan
- (d) Existing condition plans including signage, marking, and geometries
- (e) Duct Bank Plans and Profiles

(2) Public Space/Streetscape Design

Provide preliminary design that includes the following components:

- (a) Provision of pedestrian, bicycle access, ADA compliance, and trail connections.
- (b) Replacement or provision of any substandard sidewalks.
- (c) Sidewalk, curb ramp, and crosswalk improvements at all signalized intersections and at all streetcar station or bus stop locations.
- (d) The addition of street tree boxes and trees along the entire project length.
- (e) All public space and streetscape design shall meet DDOT standards, and any existing conditions that do not meet current standards will be considered for upgrade in coordination with DDOT.

(3) Deliverables:

All design submittals shall include everything as stated in the applicable section(s) of the DDOT Design and Engineering Manual.

- (a) Roadway and streetscape design plans (in accordance with the applicable section(s) of the DDOT Design and Engineering Manual.
- (b) Traffic Management Plan ("TMP")

c. Utilities.

- (1) DDOT anticipates that a Subsurface Utility Engineering (SUE) study will be required for utility exploration and documentation to support the other project components. Utilities designated under this project will meet Quality Level (QL) A/B pursuant to FHWA quality level guidelines (see www.fhwa.dot.gov/programadmin/sueindex.cfm). The submitted study and maps shall identify utility conflict points. Anticipated work includes the following components:
 - (a) Ensure utility plans, in coordination with the utility companies and other affected stakeholders including WMATA, are maintained throughout the project phase.
 - (b) Provide requisite support for locating utilities and underground facilities and proposed utility relocation along the project area.
 - (c) Exercise professional judgment to correlate data from different sources, and to resolve conflicting information.
 - (d) Update plan and profile sheets, electronic files, and other documents to reflect the integration of QL B and QL A information.
 - (e) Recommend follow-up investigations (e.g., additional surveys, and consultation with utility owners) as may be needed to further resolve discrepancies.
 - (f) As appropriate, amend the indicated quality level of depicted information.
- (2) Deliverables:
 - (a) Map of existing and proposed relocated utilities as supported by SUE study in CADD and GIS format.
 - (b) Submitted maps shall identify utility conflict points
 - (c) Utility coordination report identifying action items

d. Design Development Documents.

Consultant shall not proceed to this phase unless authorized in advance in writing by the Contracting Officer. The District reserves the right to terminate the contract without proceeding to this phase. The District reserves the right to use Consultant's work product, and to hire another consultant to prepare design development documents.

After acceptance by the District of preliminary design documents for Feeder(s) Design, as described above, prepare design development documents to support a design-bid-build procurement process for construction of the Feeder(s).

The Design Development documents shall clearly identify the developed civil, roadway, structural, mechanical, electrical, plumbing, and architectural design solutions. All major features and components of the design solution shall be documented and included in an up-dated cost estimate. Upon acceptance of the Design Development documents by the owner, the design team will begin execution the final construction documents. The approved Design Development documents constitute a complete concept. Typically, no further changes to the plans, elevations, or systems will be allowed except to comply with construction or code requirements.

Construction Documents phase services include, without limitation, the Construction Documents services set forth in Exhibit B – Description of Services, and the following:

Deliverables: Design Development Drawings and Specifications

e. Construction Documents.

Consultant shall not proceed to this phase unless authorized in advance in writing by the Contracting Officer. The District reserves the right to terminate the contract without proceeding to this phase. The District reserves the right to use Consultant's work product, and to hire another consultant to prepare construction documents.

After acceptance by the District of Design Development documents, prepare final design plans based on the developed project plans (further advancing the plans from their current stage to 100% completion) to support a design-bid-build procurement process for construction of the Feeder(s). Consultant shall submit construction documents for review by DDOT at the 30% (preliminary design), 65% (intermediate design), 90%, and 100% final design stages of completion. The Consultant shall enter the final design into the Pepco GIS system.

Construction Administration Phase Services include, without limitation, the Construction Administration services set forth in Exhibit B– Description of Services, and the following:

Deliverables:

Final Construction Documents

All design submittals shall include, without limitation, everything as stated in section 12 of the DDOT Design and Engineering Manual. Applicability of a section will be determined by DDOT at DDOT's sole discretion.

f. Bidding and Negotiation Phase Services.

Consultant shall not proceed to this phase unless authorized in advance in writing by the Contracting Officer. The District reserves the right to terminate the contract without proceeding to this phase. The District reserves the right to use Consultant's work product, and to hire another consultant to conduct the activities of this phase.

Bidding and Negotiation Phase Services include, without limitation, the Bidding and Negotiation services set forth in Exhibit B – Description of Services.

g. Construction Phase Engineering Support Services (Engineer of Record).

Consultant shall not proceed to this phase unless authorized in advance in writing by the Contracting Officer. The District reserves the right to terminate the contract without proceeding to this phase. The District reserves the right to use Consultant's work product, and to hire another consultant to conduct the activities of this phase.

The District will require the services of an engineer of record during the construction phase of the Project. The Consultant shall provide engineer of record construction administration phase support, including, without limitation, review of contractor submittals, responses to Requests for Information ("RFIs") from the construction general contractor, site observation, and surveying.

Construction Administration Phase Services include, without limitation, the Construction Administration services set forth in Exhibit B – Description of Services.

6. Scope of Potential Additional Services.

a. Survey.

- (1) The project scope is anticipated to include survey work to support the other project components. Anticipated design work includes the following components:
 - (a) Prepare all field surveys required for mapping and referencing within the established project limits.
 - (b) Verify the accuracy of field measurements, base lines, and benchmarks with the Department of Consumer and Regulatory Affairs' Office of the Surveyor.
 - (c) Locate existing street, bridges, street level utility appurtenances including manholes, and ROW lines.
 - (d) Show property lines, cross sections, stations, elevations, and controls using a topographic map.
 - (e) Perform field data collection surveys including all surface indications of utilities not shown on the aerial mapping, storm drainage inverts, storm drainage manhole inverts, street trees sidewalk and wall surfaces critical to the design within the project area.
 - (f) Research right-of-way and survey control; prepare right-of-way plan sheets to be filed with the Department of Consumer & Regulatory Affairs' Office of the Surveyor.
 - (g) Prepare a right-of-way mosaic from the plats and survey data obtained from land records.
 - (h) Identify ROW conflicts within the project limits.
- (2) Deliverables:
 - (a) Cadastral Survey in MicroStation format
 - (b) Identify locations for monumentation of right-of-way location when construction is completed

b. Public Involvement and Interagency Coordination.

- (1) Attend public meetings as well as secure venues, provide agenda, meeting materials;
- (2) Provide meeting summaries, minutes, an ongoing list of action items, and Title VI documentations;
- (3) Prepare a database (in Excel format) of project contacts including the names, addresses, phone numbers and email addresses of all meeting attendees; and
- (4) Ensure Title VI compliance in all public meetings.
- (5) Assist DDOT and the Project team with coordination with utility companies, other government agencies or stakeholders. Assist in the development of any memoranda of understanding or agreement.
- (6) Drafting of "white papers" and other technical publications, applications, and proposals necessary for decision-making by DDOT, external stakeholders or DDOT partners; or for the successful completion of design or construction for the Project.

- (7) In collaboration with DDOT, design and develop written and graphical presentation materials (such as Microsoft PowerPoint slideshow presentations, posters, display boards, renderings, flyers, and brochures) to be used by the DDOT Project program management team and their staff at public meetings and project outreach opportunities.
- (8) Provide public policy support.
- (9) Assist DDOT with coordination with various groups as necessary; monitor, document, and present program activities to ensure that the program status and direction are clearly and accurately understood by stakeholders, courts, governing agencies, interested third parties, and the public at large; graphics product support; and development of media materials necessary to present project activities to stakeholders, other agencies and/or the public.
- (10) Provide program coordination within DDOT, and among DDOT, external stakeholders, DDOT partners, consultants, and private entities.
- (11) Provide project-specific content to be included on the DC PLUG Program website created and hosted by others.
- (12) Deliverables:
 - (a) Project Contacts database
 - (b) White papers, technical publications, applications, proposals as necessary
 - (c) Written and graphical presentations
 - (d) Meeting summaries and reports on stakeholder involvement activities as outlined in the PIP
 - (e) Provide website content

7. **Key Personnel.**

In response to the anticipated scope for the Project, DDOT has identified the following Key Personnel positions. The successful Offeror will not be allowed to change Key Personnel named in response to this RFQ, except for good cause, and only with the Contracting Officer's written approval. Each person may be required to be co-located with DDOT personnel, or as otherwise specified by DDOT. Résumés for Key Personnel listed below must be provided with Offeror's submittal. Proposed Key Personnel will be evaluated.

- a. **Project Manager** – The Project Manager will be responsible for the overall management and delivery of the Project. The Project Manager will be responsible for ensuring that personnel and other resources are made available when needed. The Project Manager must be a professional engineer licensed in the District of Columbia at the time of the Offeror's SOQ submission, and have at least 15 years' experience in a comparable function. The Project Manager will be expected to possess the following qualifications and abilities:
 - (a) Strong and effective management skills capable of providing overall direction, coordination and accomplishment of contractual functions and requirements on the procurement of design and construction services.
 - (b) Ability to establish and maintain effective working relationships with, and evaluate the work of consultants, contractors, construction managers, and others.
 - (c) Use of tact and discretion in dealing with those contacted in the course of the work.
 - (d) Fostering development of excellent and responsible architectural and engineering design and construction.

- (e) Ability to communicate effectively, orally and in writing especially on technical subjects; expertise in preparing written reports, correspondence, and in briefing clients and management personnel.
- (f) Ability to analyze contract documents and construction projects for code deficiencies with respect to District and federal requirements.
- (g) General knowledge of construction methods and techniques.
- (h) Ability to interpret architectural and engineering drawings and specifications, and to coordinate them.
- (i) Knowledge of and familiarity with related engineering fields sufficient to ensure that areas of overlapping responsibilities between technical disciplines receive proper consideration.
- (j) Ability to lead construction contractors and construction managers relative to activities on project construction sites and to analyze construction requests for information, change order requests, change orders, and payment applications.
- (k) Knowledge of construction site reporting systems, to monitor and control projects, such as CPM scheduling and project cost status reporting.
- (l) Employ computer applications to collect, analyze, and communicate information.

b. Lead Utility Designer – The Lead Utility Designer shall be responsible for providing design and have at least 15 years’ relevant experience on projects similar in size and complexity. The Lead Utility Designer shall be an experienced, registered professional engineer, licensed in the District of Columbia at the time of the Offeror’s SOQ submission. The Lead Utility Designer shall hold a Bachelor of Science Degree in Civil Engineering.

c. Additional Key Personnel

The successful Offeror will not be allowed to change its proposed additional Key Personnel named in response to this RFQ, except for good cause, and only with the Contracting Officer’s written approval. Suggested additional Key Personnel include the following.

- (a) Utility Designer
- (b) Utilities lead
- (c) QA/QC Manager

8. Contract.

At the conclusion of this procurement, the successful Offeror will have the opportunity to be awarded one IDIQ contract with fixed unit prices, subject to adjustment as defined in the Contract, for design serving for the Project. Price negotiations will include separate CLINs for the TS&L/preliminary design phase, construction documents phase, bidding and negotiation phase, construction administration phase, project close-out, and each potential additional service described herein. This may be a lump sum Contract. The Contract will provide for adjustment of the price for additional services not included in the Contract, schedule extensions beyond a certain allowable threshold, and other equitable circumstances as may be defined in the Contract. The Contract will have a base term of two (2) years, with three (3) one (1) year options.

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

- a. The maximum allowable mark-up for subconsultants by the Consultant shall be limited to zero percent (0%).
- b. Direct Salary Expense (“DSE”) is defined as the actual salaries, expressed on an hourly wage basis, prior to deductions for employment taxes (such as FICA, Medicare, income tax withholding) and employee-paid benefits, of all personnel, including Consultant’s employees directly engaged on the Project (and performing consultations or research or preparing documents for the Project). DSE shall exclude mandatory and customary fringe benefits and employee benefits (such as employer-paid insurance, sick leave, holidays, vacation, pensions and similar contributions, or additions such as bonuses or other surplus payments), overhead expense (which includes salaries of bookkeepers, secretaries, clerks, and the like), and profit relating to the Project. Any multiplier applied to such DSE shall be for the purpose of covering such fringe benefits, expense, and profit. All personnel shall mean anyone employed by the Consultant and its subconsultants including, but not limited to, Key Personnel as defined in this RFQ, engineers, architects, officers, principals, associates, CADD technicians, designers, job captains, draftspersons, and writers, who are performing consultation, research or design, or who are producing documents pertaining to the Project, or who are performing program management services during planning, design, or construction of the Project or any component thereof that are directly attributable to, and necessary for, program management related to such planning, design, or construction.
- c. Consultant’s indirect cost rate shall comply with 48 CFR Part 31 (Federal Acquisition Regulation); 2 C.F.R. Part 200; and 23 C.F.R. § 172. Subconsultant’s (at all tiers) indirect cost rates are subject to the same requirements. Consultant shall provide separate indirect cost rates for home office and co-location. Consultant’s indirect cost rate is subject to audit. An indirect cost rate that is cognizant-approved, or otherwise acceptable under then-current laws and regulations, shall be used.
- d. Consultants that do not have an audited, cognizant-approved indirect cost rate may use provisional rates to the extent permitted by, and in accordance with, the Federal Acquisition Regulation.
- e. Consultant’s maximum profit rate, when based on hourly rates, shall be ten percent (10%) of the total of DSE plus the approved indirect cost rate.
- f. Consultant’s compensation, when based on hourly rates, shall be the total of DSE, approved indirect cost rate, and profit, each as defined herein.
- g. Prior to award, the successful Offeror will be required to submit certified payroll for all anticipated staff working on the project, including, without limitation, certified payroll for all subconsultants. Certified payroll will be required to be submitted annually throughout the life of the Contract.
- h. If subconsultants are agreed upon by DDOT and the successful Offeror during negotiations between the Offeror and DDOT, then the Consultant will be permitted to subcontract only with such firms.
- i. The resultant Contract will also contain, without limitation, the following provisions:

- (1) The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts (2010).
- (2) U.S. Department of Labor SCA Wage Determination-WD No., 2015-4281 Revision No. 12, Date of Revision 12/26/2018 (or more recent version). Available at: <http://www.wdol.gov/sca.aspx>
- (3) 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).
- (4) 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>.

j. "Contract Documents" shall mean

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

k. 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 OCP Standard Contract Provisions.
- (2) Contract attachments other than the OCP Standard Contract Provisions, unless in conflict with applicable law or regulation; and
- (3) Consultant's response to this solicitation and any resultant proposals to the extent that they meet or exceed the requirements of the Contract; if the response or proposal include statements that can reasonably be interpreted as offers to provide higher quality or greater quantity than otherwise required by the Contract Documents, or to perform services in addition to those otherwise required or otherwise contain terms which are more advantageous to the District than the requirements of the other Contract Documents, then the Consultant's obligations hereunder shall include compliance with all such statements, offers, and terms.

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

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

m. 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/Affidavit, EEO Compliance Documents, First Source Employment Plan, First Source Employment Agreement, and Subcontracting Plan.

- n. Insurance. Insurance provisions will generally resemble the following:

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

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

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

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

- (1) Commercial General Liability Insurance ("CGL"). The Consultant shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy,

written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Consultant, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

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

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

- (7) Primary And Noncontributory Insurance. The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.
- (8) Duration. The Consultant shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for three (3) years following final acceptance of the work performed under this Contract.
- (9) Liability. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONSULTANT'S LIABILITY UNDER THIS CONTRACT.**
- (10) Consultant's Property. Consultant and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- (11) Measure of Payment. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Consultant shall include all of the costs of insurance and bonds in the contract price.
- (12) Notification. The Consultant shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Consultant shall provide the CO with ten (10) days' prior written notice in the event of non-payment of premium. The Consultant shall provide written notification to the Contracting Officer of the cancellation or expiration of any insurance required by this Section. The Consultant shall provide such written notice within five (5) business days of the date the Consultant is first aware of the cancellation or expiration, or is first aware that the cancellation or expiration is threatened or otherwise may occur, whichever comes first. The Consultant will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- (13) Evidence of Insurance. The Consultant shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

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

(202) 524-8136
ana.rangel@dc.gov

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

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

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

9. Selection Process.

a. **Form 330.**

Offerors must complete U.S. Government Standard Form 330 in response to this RFQ. The form will be used in the selection of an experienced Architect/Engineering ("A/E") firm as a 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 10 (Evaluation and Selection) of this RFQ.

b. **Qualifications-Based Selection.**

Consultant selection will be in accordance with the provisions of Title 27, Sections 2620 through 2628 of the District of Columbia Municipal Regulations ("DCMR"). This procurement will use a multi-step qualifications-based selection process.

- (16) In step one, an Evaluation Board appointed by the Contracting Officer, will:
 - (a) Evaluate each submitted response.
 - (b) Evaluate the firms in accordance with the criteria set forth in this RFQ.
 - (c) Prepare a selection report for the Contracting Officer recommending, in order of preference, at least three (3) firms that are evaluated to be the most highly qualified to perform the required services.

- (17) In step two, the Contracting Officer will review the recommendations of the Evaluation Board and will, with the advice of appropriate technical and staff representatives, make the final selection. The final selection shall be a listing, in order of preference, of the firms considered most highly qualified to perform the work. If the firm listed as the most preferred is not recommended as the most highly qualified by the Evaluation Board, then the Contracting Officer will include in the contract file a written explanation of the reason for the selection. All firms on the final selection list will be considered "selected firms" with which the Contracting Officer may negotiate.
- (18) In step three, negotiations will start with the highest-ranked among the listed selected firms. If negotiations are not successful with an Offeror, then the Contracting Officer will proceed to the next highest-ranked Offeror. The Contracting Officer may request rates, fees, hourly rates by position, multipliers, and other pricing information from Offerors. Pricing may be part of negotiations in step three. Pricing may also be negotiated on a task order basis. If a mutually satisfactory contract cannot be negotiated, the Contracting Officer shall notify the firm that negotiations are terminated. The Contracting Officer shall then initiate negotiations with the next rated qualified firm on the list. This procedure shall be continued until a mutually satisfactory contract has been negotiated.

c. Award.

At the conclusion of the RFQ submission process, DDOT intends to award to each of the two (2) most highly qualified Offerors one (1) IDIQ Contract for a base period of two years with three one-year options for a potential total of five (5) years. The terms of individual task orders, including price, may be negotiated by DDOT.

d. Schedule.

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

Advertise Project	May 7, 2019
Pre-proposal Meeting	May 16, 2019
Last Day to Submit Questions	May 17, 2019
Submittal of Proposals	May 28, 2019
Hold Discussions/Interviews	June 2019
Selection and Negotiations	July 2019
Award and NTP	September 2019

The pre-proposal meeting will be held at 10:30 AM local time in Suite 400 of 55 M St. SE, Washington, DC, 20003. Attendance is not required.

10. Submittal Process and Requirements.

a. Form 330.

Offerors must submit U.S. Government Standard Form 330 in response to this RFQ. Any other format will be considered non-responsive and will not be evaluated by DDOT. Qualifications shall not include any information regarding respondent's fees, pricing, or other compensation. Such

information may be solicited from firms qualified by DDOT to participate in the negotiation phase of the selection process. Offeror's Form 330 responses will be used to rank Offeror with respect to the evaluation criteria contained in Section 122 of this RFQ.

b. Minimum Requirements.

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

- (1) A Letter of Submittal on the Offeror's letterhead that must include the following:
 - (a) The Offeror's expression of interest in being selected for the Project.
 - (b) The individual who will serve as the Offeror's Point-of-Contact ("POC"), including the POC's title, address, phone and fax numbers, and email address.
 - (c) The individual who will serve as the Offeror's secondary POC, including title, address, phone number, 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.

Failure to submit the items required in this Section 10.b may result in the submittal being deemed non-responsive.

c. Website.

The RFQ documents and any amendments or updates to the RFQ will be available on the District Transportation Access Portal ("DTAP"): <https://datp.ddot.dc.gov>.

d. Amendments.

Offerors shall acknowledge receipt of any amendment to this solicitation.

e. Subconsultants.

Offeror must identify any subconsultants that are included as part of Offeror's proposed team. Offeror must list projects for which the subconsultant(s) has worked with the Offeror.

f. Submittal Requirements.

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

- (1) All responses shall be bound, with no font size smaller than 11 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 10 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. ET on May 28, 2019, at the following location:

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

- (5) Offerors may submit questions in writing to DCPLUGPM@dc.gov and to ana.rangel@dc.gov until May 17, 2019 at 2:00 PM local time.
- (6) DDOT will not acknowledge or receive submissions in response to this RFQ that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

g. District of Columbia's Reservation of Rights.

DDOT may evaluate the response to this RFQ based on the anticipated completion of all or any portion of the DC Plug program. DDOT reserves the right to divide the DC Plug program 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 DC Plug program 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 any project within the DC Plug program and no such representation is intended to be, or should be, construed by the issuance of this RFQ. The District of Columbia reserves the right to waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or resulting RFP or contract, when deemed to be in the District of Columbia's best interest.

h. Acceptance of Evaluation Methodology.

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

i. No Reimbursement for Costs.

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

j. Disqualification.

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

k. Preparation of Submittal.

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

l. Representations.

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

m. Compliance.

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

n. Eligible Offerors.

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

o. Ownership of Submissions and Freedom of Information Act.

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

p. Additional Documents

The main solicitation document, which also has links to the documents listed below, for construction contract is available at the DDOT DTAP website <https://dtap.ddot.dc.gov/>.

DDOT Standard Specifications for Highways and Structures 2013, available at: <http://ddot.dc.gov/page/standard-specifications-highways-and-structures>.

DDOT Design and Engineering Manual, 2017, available at:
https://ddot.dc.gov/sites/default/files/dc/sites/ddot/publication/attachments/2017-06-30_DDOT_DEM.pdf.

DDOT Standard Details and Drawings, available at: <https://ddot.dc.gov/page/standard-drawings-2015> (select "Full Document").

Pepco Standard Details and Drawings, available at:
<https://www.pepco.com/MyAccount/MyService/Pages/EngineeringDesignResources.aspx>.

Sample Pepco As-Built Drawings, available at:
<https://www.pepco.com/MyAccount/MyService/Pages/EngineeringDesignResources.aspx>.

q. Prospective respondents are required to include any current certification from the Department of Small and Local Business Development.

r. Should you have questions, please direct them to the Contracting Officer at ana.rangel@dc.gov and copy dcplugpm@dc.gov. For documentation purposes, please no telephone calls.

s. **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.

11. **SBE/CBE and First Source Requirements.**

See Exhibit A for SBE/CBE and First Source requirements.

12. **Evaluation and Selection.**

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

a. DDOT will rank firms based on the submitted formal proposal (SF330) including face to face interviews in accordance with the following factors:

(1) The professional qualifications necessary for satisfactory performance of the required services, including professional qualifications of Key Personnel (35 points).

- (2) The firm’s specialized experience and technical expertise in the types of work required as stated in the RFQ (30 points).
- (3) Past performance on contracts of similar nature with the District, other state and/or governmental entities, and private industry in terms of cost control, quality of work and compliance with performance schedules (25 points).
- (4) Capacity to accomplish the work in the required time (10 Points).

Maximum possible subtotal: 100 points

Section H of the proposal (SF330) shall not be more than 10 pages.

In addition to each Offeror’s response to Factor 11.a.(3) – Past Performance, the District may use additional past performance sources to include:

- District eVAL
- Past performance information available from any governmental entity
- Publicly available information

b. Scoring Methodology.

The Evaluation Board will review the submittals and interview responses with reference to the evaluation factors specified in Section 12.a in accordance with the rating scale provided in this Section 12.b and will assign a quantitative rating for each of the evaluation factors.

(1) Rating Scale

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; Proposer did not address the factor.
1	Poor	Marginally meets the minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

(2) Application of Rating Scale

The rating scale is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the Offeror’s score for each factor. The Offeror’s total score will be determined by adding the Offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to fifty (50) points,

using the Rating Scale above, if the District evaluates the Proposer's response as "Good," then the score for that evaluation factor is 4/5 of 50, or 40 points.

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

EXHIBIT A – SBE/CBE and FIRST SOURCE REQUIREMENTS

Mandatory Subcontracting Requirements.

- a. Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- b. If there are insufficient SBEs to completely fulfill the requirement of paragraph a of this Exhibit A, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- c. A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of paragraphs a and b of this Exhibit A.
- d. Except as provided in paragraphs e and g of this Exhibit A, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- e. A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- f. Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- g. A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.
- h. If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of paragraphs a through f of Exhibit A of this RFQ. A draft plan must be submitted with each Offeror's response to this RFQ (see Attachment 1 titled "SBE Subcontracting Plan"). The firm shall not include any fees, pricing or other compensation information with its draft subcontracting plan. A final plan shall be submitted by the successful Offeror as part of its final negotiated proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

1. For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).
2. The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:
 - (a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and
 - (b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.
3. The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.
4. The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
5. The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.
6. The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.
7. If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.
8. Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.
9. The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in Contract clause 14, "Disputes."
10. The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

EXHIBIT B – DESCRIPTION OF SERVICES

Design Development Services

Project Administration	Services consisting of design development administrative functions including consultation, meetings and correspondence, and progress design review conferences with DDOT.
Disciplines Coordination	Coordination of the engineering work and architectural work with other involved consultants for the project.
Document Checking	Review and coordination of documents prepared for the project.
Permitting Authority Consulting	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
DDOT Data Coordination	Review and coordination of data furnished for the project by DDOT.
Architectural Design	Services consisting of continued development and expansion of architectural schematic design documents to establish the final scope, relationships, forms, size, and appearance of the project through plans, sections and elevations, typical construction details, three-dimensional sketches, materials selections, and equipment layouts.
Structural Design	Services consisting of continued development of the specific structural system(s) and schematic design documents in sufficient detail to establish basic structural system and dimensions, structural design criteria, foundation design criteria, preliminary sizing of major structural components, critical coordination clearances, and outline specifications or materials lists.
Mechanical Design	Services consisting of continued development and expansion of mechanical schematic design documents and development of outline specifications or materials lists to establish approximate equipment sizes and capacities, preliminary equipment layouts, required space for equipment, clearances, acoustical and vibration control, visual impacts, and energy conservation measures.
Electrical Design	Services consisting of continued development and expansion of electrical schematic design documents and development of outline specifications or materials lists to establish criteria for lighting, approximate sizes and capacities of major components, preliminary equipment layouts, required space for equipment, and clearances.
Civil/Site Design	Services consisting of continued development of civil/site schematic design documents and development of outline specifications required for the project.
Specifications	Services consisting of preparation for DDOT's approval of proposed supplementary conditions of the contract for construction, development of outline specifications, coordination of outline specifications of other disciplines, and production of design manual including design criteria, and outline specifications of materials lists.
Scheduling	Services consisting of reviewing and updating previously established schedules for the project.
Cost Estimating	Updating of previous cost estimates.

Construction Document Services

Project Administration	Services consisting of construction documents, administrative functions (including consultation, meetings and correspondence), and progress design review conferences
Disciplines Coordination	Coordination of the engineering work and architectural work with other involved consultants for the project.
Document Checking	Review and coordination of documents prepared for the project.
Permitting Authority Consulting	Consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials. The services apply to applicable laws, statutes, regulations, and codes. Assist in obtaining approval from approving agencies as required.
DDOT Data Coordination	Review and coordination of data furnished for the project by DDOT.
Architectural Design	Services consisting of preparation of drawings based on approved design development documents setting forth in detail the architectural construction requirements for the project.
Structural Design	Services consisting of preparation of final structural engineering calculations, drawings, and specifications based on approved design development documentation, which detail structural construction requirements for project.
Mechanical Design	Services consisting of preparation of final mechanical engineering calculation, drawings and specifications based on approved design development documentation, setting forth in detail the mechanical construction requirements for the project.
Electrical Design	Services consisting of preparation of final electrical engineering calculation, drawing and specifications based on approved design development documentation, setting forth in detail the electrical construction requirements for the project.
Civil/Site Design	Services consisting of preparation of final civil/site design drawings and specifications based on approved design development documentation required for the project.
Specifications	Services consisting of activities of development and preparation of bidding documents, special conditions of the contract, specifications, coordination of specifications prepared by other disciplines, and compilation of the project manual.
Scheduling	Services consisting of reviewing and updating previously established schedules for the project.

Bidding and Negotiation Phase

Project Administration	Services consisting of bidding administrative functions (including consultation, meetings and correspondence), and progress reports.
Disciplines Coordination	Coordination of the engineering work and architectural work with other involved consultants for the project.
Bidding Materials	Services consisting of organizing, coordinating, and handling Bidding documents for reproduction, distribution and retrieval, receipt, and return of document deposits.
Addenda	Services consisting of preparation and distribution of Addenda as may be required during bidding and including supplementary drawings, specifications, instructions, and notice(s) of changes in the bidding schedule and procedure.

Bidding	Services consisting of participation in pre-bid conferences, responses to questions from bidders, and clarification or interpretations of the bidding documents, attendance at bid opening, and documentation and distribution of bidding results.
Analysis of Substitutions	Services consisting of consideration, analysis, comparisons, and recommendations relative to substitutions proposed by bidders prior to receipt of bids.
Bid Evaluations	Services consisting of validation of bids, participation in review of bids and alternates, evaluation of bids, and recommendation on award of contract.
Contract Agreements	Assist DDOT in notification of contract award, assistance in preparation of construction contract agreements when required, preparation and distribution of sets of contract documents for execution of the contract, receipt, distribution and processing, for agency approval, of required certificates of insurance, bonds and similar documents, and preparation and distribution to contractor(s) on behalf of DDOT, of notice(s) to proceed with the work.

Construction Administration Phase

Project Administration	Services consisting of construction contract administrative functions (including consultation, meetings and correspondence), and progress reports.
Disciplines Coordination Document Checking	Coordination of the engineering work and architectural work with other involved consultants for the project. Reviewing and checking of documents (required submittals) prepared for the project.
Permitting Authority Consulting	Services relating to applicable laws, statutes, regulations and codes of regulating entities relating to the agency's interests during construction of the project.
Construction Administration	Services consisting of processing of submittals, including receipt, review of and appropriate action on shop drawings, product data, samples, and other submittals required by the contract documents. Distribution of submittals to agency, contractor, and field representatives as required. Maintenance of master file of submittals and related communications.
Construction Field Observation	Services consisting of visits to the site at intervals appropriate to the stage of construction or as otherwise agreed to become generally familiar with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the contract documents, and preparing related reports and communications.
Project Representation	Services consisting of assisting the agency in selection of full or part-time project representative(s)
Documents	Services consisting of preparation, reproduction, and distribution of clarification documents and interpretations in response to requests for clarification by contractors or the user agency. Maintenance of records and coordination of communications relative to requests for clarification or information (RFI). Preparation, reproduction and distribution of drawings and specifications to describe work to be added, deleted or modified, review of proposals, review and recommend changes in time for substantial completion, assisting in the preparation of modifications of the contracts and coordination of communications, approvals, notifications, and record-keeping relative to changes in the work.
Scheduling	Services consisting of monitoring the progress of the contractors relative to established schedules and making status reports to DDOT.
Cost Accounting	Services consisting of maintenance of records of payments on account of the contract and all changes thereto, evaluation of applications for payment and certification thereof, and review and evaluation of cost data submitted by the contractors for work performed.