REQUEST FOR QUALIFICATIONS

ENGINEERING CONSULTANT FOR
TRAFFIC SIGNAL MANAGEMENT AND DESIGN

November 5, 2019

Contract Identification No.: DCKA-2019-Q-0092

Contracting Officer: Kara A. O’Donnell
Contracting Officer
kara.odonnell@dc.gov

Technical Questions: TrafficSignalMgtDesign2019@dc.gov
1. **Introduction**

The Government of the District of Columbia Office of Contracting and Procurement ("OCP") on behalf of the District Department of Transportation ("DDOT" or the "District"), pursuant to the Procurement Practices Reform Act of 2010 ("PPRA") and the Procurement Integrity, Transparency, and Accountability Amendment Act of 2016 ("PITAAA"), is issuing this Request for Qualifications ("RFQ") to solicit Statements of Qualifications ("SOQ")s from experienced firms ("Offerors") interested in providing professional engineering services as a consultant ("Consultant") to the District for the Traffic Signal Management and Design project (the "Project").

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

2. **Project Background**

The desired outcome of the RFQ is to have a contract with a qualified professional firm to efficiently, economically, and professionally assist DDOT in meeting its long-term vision of building a world class, sustainable transportation system in a growing and evolving city. The final outcome of this request will be hiring the most qualified firm to assist the Traffic Engineering and Signals Division (TESD) in managing traffic signal requests for making safety and operational improvements within the District of Columbia.

TESD provides for safe and efficient movement of vehicles, pedestrians, bikes and transit through more than 1,670 traffic signals in the District of Columbia. The main responsibilities of TESD include review and analysis of traffic engineering studies, multi-modal transportation modeling, signal optimization, design and construction of new traffic signals and other traffic control devices in the District.

3. **Contract Scope**

In response to the complexity of the Project, and the need to effectively deliver the Project within the allocated time and budget, DDOT is soliciting engineering consultants with expertise in traffic signals to provide needed support under an engineering services contract (the “Contract”). The Contract will provide engineering analyses, engineering design plans, and on-site support to DDOT in responding to traffic signal requests for operational and safety improvements. Under the terms and conditions of the Contract, the successful Offeror will serve as a management extension of DDOT staff, assisting in the successful delivery of the Project.

4. **Responsibilities of Consultant**

a. Consultant shall perform its services consistent with the skill and care ordinarily provided by general engineering consultants practicing in the Washington, D.C. metropolitan area on projects of a similar type, cost, and size. The Consultant shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

b. Consultant’s services shall be provided in consistence with the District of Columbia Department of Transportation (DDOT) Standard Specifications for Highways and Structures (2013), as amended and updated, and the DDOT Design and Engineering Manual (2019), 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 contractually-specified version of the District of Columbia Department of Transportation (DDOT) 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. 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. In the conduct of all activities required for or otherwise related to the performance of the Contract, Consultant shall conform to and uphold all established ethical principles and professional standards of practice governing consulting engineers in the District of Columbia, and in any jurisdiction where the Consultant may be licensed or registered.

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 shall have and maintain appropriate licenses that meet District of Columbia requirements, all so that Consultant shall professionally and diligently prosecute the work authorized.

i. Consultant shall provide sufficient staff to monitor and manage work whenever the Contractor is granted permission to work. The work times may extend beyond normal working hours or be at night or on weekends.

j. 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.

k. Consultant shall consult with normal and customary employees, agencies, and/or representatives of the District of Columbia regarding the work of the Contract.

l. Consultant shall work effectively with other District of Columbia and federal agencies.

m. Consultant shall abide by all regulations imposed by funding sources, such as auditing requirements and payroll affidavits.

n. Consultant shall perform its services in accordance with all applicable District and federal, laws, codes, regulations, standards, guidelines, and orders.

o. Consultant agrees that it shall recognize that in the performance of the Contract that it may receive certain information submitted to the District government on a proprietary basis by third parties, information which relates to potential or actual claims against the District government, or information which relates to matters in dispute or litigation. Unless the District consents to a particular disclosure, the Consultant shall use such information exclusively in the performance of the Contract and shall forever hold inviolate and protect from disclosure all such information, except disclosures required by applicable law or court order. The Consultant also agrees that, to the extent it is permitted to disclose such information, it will make such disclosures only to those individuals who need to know such information in order to perform required tasks in their official capacity and will restrict access to such information to such individuals.
5. **Scope of Basic Services**

This project will support the TESD in conducting traffic engineering analyses and studies; developing engineering design plans and plan, specification, and estimate (PS&E) packages; and providing on-site support engineering services. Work under this scope shall include, but not be limited to, traffic operational analyses and safety, transportation studies, traffic signal re-timing, signal warrant studies, work zone safety studies, traffic signal design plans, street lights, pedestrian, bike and transit facilities, maintenance of traffic, ADA compliant wheelchair ramps, traffic signage and pavement markings plans, on-site support for conducting reviews and analysis of traffic studies and engineering design plans.

The Consultant shall provide all usual and customary engineering services, and engineering services pursuant to task orders, including, without limitation, the following:

a. **Traffic Signal Management**

   (1) **Warrant Studies**

   DDOT requires analyses of traffic data, crash data, bike and pedestrian volumes, speed data, traffic generation, etc. and applicability of such data pertaining to the warrant analyses for a traffic signal, high-intensity activated crosswalk (HAWK) signal, rectangular rapid flash beacon (RRFB) devices, All Way Stop Control (AWSC), etc. as outlined in the 2009 or latest edition of the Manual on Uniform Traffic Control Devices (MUTCD). The Consultant shall analyze all the pertinent data to determine the optimal traffic control devices for various study locations. The Consultant may also be required to evaluate modification and/or removal of the existing traffic control devices. Further, the study may include specific analyses of the Access Management. The Consultant shall be responsible for furnishing, maintenance and repairs of all the equipment necessary for traffic data collection and analyses.

   (2) **General Engineering Studies**

   Various other engineering studies included in this sub-task are as follows:

   **Traffic Operations and Safety Studies** – DDOT requires professional traffic engineering expertise to analyze traffic flow in locations with complex intersection geometry, traffic congestion, experiencing higher crash rates, and, develop countermeasures to solve traffic operational and safety problems, and improve traffic flow. Traffic analysis shall be based on policies and regulations, standards, and guidelines enumerated in the latest edition of the Highway Capacity Manual (HCM), MUTCD, AASHTO Geometric Design of Highways, Highway Safety Manual (HSM), and other related manuals. The analysis shall be based on up-to-date traffic modeling and simulation software tools such as Synchro/SimTraffic, VISSIM, HCS, Sidra etc. The analysis may require extensive data collection for traffic counts, bike and pedestrian counts, speed data, gap studies, etc. This effort may include field investigations; analysis of traffic data, crash data and speed data; operational and level-of-service (LOS) analyses; traffic modeling and simulation; signal timing; developing detours for lane closures; analyzing work zone impacts; traffic safety analyses; summarizing key safety issues; evaluating mitigation countermeasures; cost estimates, benefit-to-cost analyses and research.
Signal Timing Studies – DDOT requires analysis of traffic data, signal timing, phasing, traffic modelling, and, developing signal timing plans. This effort shall include recommending changes to the signal timing and phasing, determining yellow change and red clearance intervals, pedestrian intervals, and assisting TESD staff in implementing the new signal timing plans in the traffic controllers. It may also require analyses of various metrics such as traffic delays, time space diagram, platoon progression, and vehicular throughput for the “before-and-after” evaluations of the signal system performance.

Vision Zero Studies and Plans – As part of the DDOT’s Vision Zero Program, the TESD staff is currently implementing three initiatives to enhance traffic safety for all roadway users in the District: (i) Left Turn Traffic Calming; (ii) Dual Turn Mitigations, and, (iii) No Turn on Red prohibition. This work activity includes analyses of traffic operations, geometry and safety; capacity analyses; develop optimal signal timing and phasing plans; and prepare design plans including lane markings, pavement markings, signage, signal modifications, etc. related to mitigation improvements. The Consultant may be required to conduct “Before-and-After” evaluation studies for various initiatives undertaken by the TESD staff for the Vision Zero program.

Work Zone Safety Studies – DDOT requires development of work zone safety plans in compliance with the MUTCD; DDOT Work Zone Safety and Mobility Policy; FHWA Work Zone Safety and Mobility Manual; and the contract requirements. This effort may include analyses of traffic data, speed data, crash data, traffic operations and signal timing for developing the work zone safety plans.

Neighborhood/Cut-Through Traffic Studies – DDOT requires evaluation of residential neighborhoods to address the complaints related to motorist speeding and/or volume of vehicular cut through traffic. The evaluation shall use DDOT’s traffic calming criteria which provides guidance on threshold values in identifying similar issues. The analysis could include data collection, field investigation, summary of findings and recommendations.

Other Studies – DDOT may require feasibility studies, preliminary engineering investigation (PEI) studies, corridor studies, conceptual layout plans, Intelligent Transportation Systems (ITS) recommendations, origin-destination studies, transportation management plans (TMP), travel time studies, safety studies, and evaluating merits of non-traditional intersection design alternatives.

b. Traffic Signal Design

DDOT requires preparation of engineering design plans for traffic signals, HAWK signals, RRFB devices, etc., engineering drawings for operational and safety improvements, pavement markings, traffic signage, street lighting, and the Maintenance of Traffic (MOT) for construction projects. The Consultant shall prepare the engineering design plans in accordance with the DDOT standards, specifications and requirements that are suitable for construction. The design plan packages shall include all the necessary information and details to furnish and install traffic control devices including pay items and quantities. Existing plans would be provided when available. However, if no plans are available, then the Consultant shall conduct field investigation, survey, right-of-way research and verification of the existing topography, utilities, infrastructure, and traffic control equipment. The Consultant shall submit cost estimates for construction along with the necessary special provisions. The scope of work will consist of, but not be limited to, the following main items:
Traffic Signal Design Plans

The design task shall include but not be limited to new signal design or modification of traffic signals, pedestrian signals, bike signals, mid-block pedestrian crossings, changes to signal timing and phasing plans, clearance intervals, design of mast arm signals, pedestrian pushbuttons, video detectors, inductive loop detectors, ADA accessible features, ADA-compliant wheelchair ramps, pedestrian crosswalks, conduits, communication cables, placement of manholes and hand boxes, traffic controllers and cabinets, signal head placements, signal wiring, conduit systems, electrical service (coordination with the utility company to identify the power source, communications source and any conflicts), Closed Circuit Television Cameras (CCTV’s), vehicle detection systems (microwave, video, loops, etc.), traffic signage, pavement markings and the summary of quantities.

The Consultant shall identify the existing features through field investigation and independent review of utility drawings and conduct extensive search of the underground utilities. The traffic signal drawings shall show all the existing and proposed changes to the underground utility network, intersection geometry, and other features to support the installation of new signal or modifications to the existing signals. The signal design plans shall include the following main items:

- **Traffic Engineering Drawing (S-Drawing):** A signal drawing shows all the existing and proposed underground and above grade appurtenances, intersection curb lines and geometry, wheelchair ramps, Accessible Pedestrian Signals (APS), Fire Engine stations, RRFB communication cable routing and schematic, streetlight, traffic signage and pavement markings, consistent with the operations of new traffic signals or modifications to the existing traffic signals. Signal design tasks also include placement of traffic control devices, such as HAWK, RRFB and other flashers. The signal drawing must include enough details to enable a contractor to install the traffic signal. A set of drawings at the scale of 1” = 20’ is required.

- **Traffic Signal Sequence of Operations (TS-Drawing):** A sequence of Operations Drawing describes the operations of the traffic signals. The TS drawing may appear in the actuated or pre-timed format consistent with the software requirements of the intersection controllers and the central traffic signal system.

- **Dial Sheet:** The Dial Sheet shows the amount of time in the signal operation allocated for all the signal intervals or phases, and the offset relationship between adjacent signalized intersections. Dial Sheets are prepared in either the 215-Interval or the 233/2033 phase-based formats.

- **Communications Plans:** A set of drawings at the scale of 1” = 50’ showing all required changes to signal systems communications network interconnected with the existing signal systems. Communications cable shall extend between the signalized intersections in the PEPCO conduit and/or on PEPCO overhead system. The installation of new electrical conduit to solely support communication cable may be required. Communications Plans require twister pair or fiber optics systems as directed by the Signals Engineer. It must be included with the S-Drawing.

- **Cost estimates for contractor labor, materials, PEPCO, traffic signage, pavement markings, permanent street cut repair costs in conjunction with the installation of a traffic signal and the required traffic control devices.**
(2) **General Design Plans**

Various other engineering design plans included in this sub-task are as:

**Maintenance of Traffic/Traffic Control Plans** – DDOT requires development of the MOT plans and Traffic Control Plans (TCP) associated with the construction projects; determining impacts on traffic operations and safety; and developing pertinent countermeasures. The Consultant may also be required to develop the phased construction plans based on the analyses of geometric design, capacity analysis, construction signing, temporary guide signing, temporary pavement markings and temporary signal design.

**Roadway design** – DDOT requires development of engineering design plans for supplemental roadway features, drainage, roundabouts, alternative intersections, turn lanes design, reconfiguration of lanes at an intersection, sidewalks, curb extensions, median, channelization, bike and pedestrian facilities, transit etc. with related traffic control devices plan. Additional services may include geometric design, and final designs for intersections as well as roadway improvements.

**Corridor Signage and Pavement Markings Plans** – DDOT requires development of engineering design plans for installation/modification of the pavement markings and traffic signage on roadways. The efforts may include determining placement, type, size and color of various pavement markings (e.g. lane lines, arrows, pavement markers, etc.) as well as the sign layouts, sign locations, sign schedules, details on sign structures and support foundations, as well as preparing detailed summary of quantities for pavement markings and traffic signage.

**Street Lighting Plans** – DDOT requires design of street lights, photometric analysis, wiring diagrams, voltage drop analysis and manhole/hand-box design. Efforts may include determining locations and legends for lighting standards, control panels, points of electrical services, consideration of levels of illumination, glare, uniformity ratios, mounting heights, type and wattage of luminaries, pole types, conduit and wiring.

**Conceptual Layout Plans** – DDOT requires development of the conceptual layout plans for different mitigation alternatives pertaining to various transportation projects. The efforts may include data collection, traffic modeling, operational analysis, developing mitigation alternatives, summary report and preparing conceptual layout plans for different mitigation alternatives.

c. **On-site Engineering Support Services**

DDOT requires assistance with the review of transportation studies and engineering design plans, including but not limited to, traffic engineering studies, signal timing studies, capacity and signal operational analyses, pedestrian and bike studies, transit studies, traffic signal design plans, streetscape and infrastructure enhancement projects, environmental impact analyses, project deliverable reviews and general traffic engineering services.

(1) **Project Deliverable Reviews**

The Consultant shall perform thorough review and provide written summary of comments and recommendations for traffic studies, engineering design plans and PS&E packages prepared by other Divisions within DDOT and third parties. The Consultant may be required to attend project meeting(s)
for addressing comments. Should the comments provided necessitate additional revisions to the project deliverables, the Consultant shall follow-up with the revisions made and confirm with the TESD staff that the revisions have been made to their satisfaction. The Consultant shall also provide a monthly progress report identifying the completed tasks, upcoming tasks, work schedule and budget status. The Consultant shall maintain regular communications with the TESD staff to discuss project status, schedules and any unanticipated issues, should they arise.

The review work will include, but not limited to, the following items:

- Review scoping documents for various traffic impact studies and transportation studies.
- Review traffic impact studies associated with the new developments, including trip generation, mode splits, capacity analysis, simulation, mitigation improvements, and plan reviews.
- Review traffic safety studies, operational analyses, signal timing, work zone safety studies, neighborhood cut through studies, feasibility studies, PEI studies, corridor studies, conceptual layout plans, ITS recommendations, queue management studies, origin-destination studies, TMP, travel time studies, Interchange Justification Reports, Interchange Modification Reports and National Environmental Protection Act (NEPA) studies.
- Review signal design plans including S-Drawings, TS-Drawings, Dial Sheets, communications plans, street lighting plans, ITS plans, signage, striping plans, and related PS&E packages.
- Review design plans for HAWK signals, RRFB devices, school zone flashers and other traffic control devices.
- Review design plans for roadway projects, resurfacing projects, roadway signage and marking plans, bike and pedestrian facilities, and, various other transportation design-based projects.
- Review the MOT plans, detour plans and work zone safety plans.
- Review project deliverables for the Transit Signal Priority and Queue Jump design plans
- Review deliverables for future DDOT projects.

Following DDOT standards and procedures, the Consultant shall review plans, studies and documents for: compliance with the standard traffic engineering design practices; compliance with the Federal Highway Administration standards and requirements; compliance with the MUTCD; compliance with the District standards and policies, and the restrictions established for each assigned project.

(2) Assistance to DDOT Project Managers

The Consultant may be required to assist the TESD staff in technical support for the following ongoing, but not be limited to, transportation projects and/or tasks:

- Traffic Signal Optimization
- Transit Signal Priority
- Coordinate with various stakeholders for new traffic signal installation, as well as modifications to the existing traffic signals projects
- Prepare engineering drawings, PS&E packages, develop or modify special provision documents
Typical Project Deliverables for Traffic Signal System Analysis and Traffic Signal Design

(1) Traffic Signal System Analysis

The Consultant shall submit the following two (2) deliverables:

- 1st Deliverable – Draft Report (hard copy and electronic copy)
- 2nd Deliverable – Final Report (hard copy and electronic copy)

(2) Traffic Signal Design

The Consultant shall submit the following items for 65% submission:

1. Traffic Signal Drawing (S-Drawing) 1” = 20’ Scale (Bond paper) 24”x36”
2. Communication Plans 1” = 50’ Scale (Bond paper) 24”x36”
3. Signal sequence of operation (TS-Drawing) (8.5”x11”)
4. Signal Dial Sheets (8.5”x11”)

The Consultant shall resolve all the comments to the DDOT Traffic Engineer’s satisfaction prior to submitting the final plans. The Consultant shall submit the following items for 100% submission:

1. Traffic Signal Drawing (S-Drawing) 1” = 20’ Scale (Vellum with PE Stamp) 24”x36”
2. Communication Plans 1” = 50’ Scale (Vellum with PE Stamp) 24”x36”
3. Signal sequence of operation (TS-Drawing) (8.5”x11”) – 1 hard copy
4. Signal Dial Sheets (8.5”x11”) – 1 hard copy
5. Engineer’s estimate
6. Electronic files in MicroStation (.dgn) and Adobe PDF formats (signed and unsigned versions)
7. Three (3) hard copies of signed traffic engineering drawings (S-Drawings) – 24”x36”

The Consultant will be excluded from competing as a bidder or offeror either as a prime contractor or consultant, or as a member of any team, for any future design, construction, and construction management projects for or directly related to the Project during the life of this Contract, unless released by DDOT at DDOT’s sole option and discretion.

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

6. Key Personnel and Other Personnel Requirements

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

It is anticipated that these services would require one (1) Project Manager, two (2) Traffic Engineers, two (2) Signal Design Engineers, two (2) Staff Engineers, and two (2) Engineering Technicians. The Consultant
shall provide to DDOT the resumes and qualifications of all personnel assigned to work on specified tasks prior to providing services on this Contract. For certain tasks, e.g., during the special events and network implementations, the contract personnel may need to work at a DDOT facility as required by the DDOT Contract Administrator.

The Consultant shall provide the following Key Personnel:

a. **Project Manager** – The Project Manager shall 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 to respond to task orders. The Project Manager will be expected to possess the following qualifications and abilities:

1. Strong and effective management skills capable of providing overall direction, coordination and accomplishment of contractual functions and requirements on the procurement of design and construction services.
2. Ability to establish and maintain effective working relationships with, and evaluate the work of consultants, contractors, construction managers, and others.
3. Use of tact and discretion in dealing with those contacted in the course of the work.
4. Fostering development of excellent and responsible traffic engineering design and construction.
5. Ability to communicate effectively, orally and in writing especially on technical subjects; expertise in preparing written reports, correspondence, and in briefing clients and management personnel.
6. Ability to analyze technical documents with respect to District and federal requirements.
7. Familiarity with principles/standards of traffic engineering and signal design.
8. Ability to interpret engineering drawings and specifications, and to coordinate them.
9. Knowledge of related engineering fields to ensure that areas of overlapping responsibilities between technical disciplines receive proper consideration.
10. Employ pertinent software applications to collect, analyze, and communicate information.

The Project Manager shall be a professional traffic operation engineer (PTOE), a professional engineer licensed in the District of Columbia at the time of offeror’s submission of qualifications, and have a minimum of fifteen (15) years of experience in conducting signal studies and preparing engineering design plans in an urban and multi-modal environment.

b. **Traffic Engineers** – The Traffic Engineers shall have experience in conducting warrant analyses for various traffic control devices; developing PS&E packages, traffic signal drawings (S-drawings), traffic signal sequence of operations (TS-Drawings), Dial Sheets and signal timing plans; analyzing time space diagram, platoon progressions, LOS, roadway capacity etc.; advanced level of expertise in Synchro and MicroStation; expertise with the QuicNet system; and preparing the configuration packages.

The Traffic Engineers shall be professional engineers licensed in the District of Columbia at the time of offeror’s submission of qualifications with minimum of two (2) years of experience in conducting analysis and design of traffic signals or a certified Engineering-In-Training with minimum of four (4) years of experience in conducting analysis and design of traffic signals.
c. **Signal Design Engineers** – The Signal Design Engineers shall have experience in preparing Plans, Specifications, and Estimates (PS&E) for traffic signal, HAWK signal, RRFB devices, and engineering designs for operational and safety improvements, and, pavement markings and signage plans.

The Signal Design Engineers shall be registered and licensed professional engineers in the District of Columbia at the time of offeror’s submission of qualifications with Bachelor’s Degree in Civil Engineering and four (4) years of experience in preparing engineering design plans for various traffic control devices, with a State, County, federal or municipal department of transportation.

d. **Staff Engineers** - The Staff Engineers shall at a minimum be certified as Engineer-In-Training (EIT) and hold a Bachelor’s Degree in Civil Engineering with two (2) years of experience in conducting analysis and design of traffic signals.

e. **Engineering Technicians** - Engineering Technicians shall at a minimum hold an Associate Degree in Engineering Technology with four (4) years of experience in preparing engineering design plans for various traffic control devices, with a State, County, Federal or Municipal department of transportation.

Outside of the Key Personnel, specific staff positions and responsibilities will be developed jointly between the District and the successful Offeror so as to meet the required scope of services for each assigned design task order within the Contract.

7. **Contract.**

At the conclusion of this procurement, the successful Offeror will have the opportunity to be awarded one (1) Indefinite Delivery/Indefinite Quantity (“IDIQ”) contract (the "Contract") for the Engineering Services. The Contract will have a base term of one (1) year, with four (4) one (1) year options. No particular contract amount minimum guarantee beyond one hour per year at the rate of the project principal-in-charge.

Attachment and section numbers noted below are speculative and may change in the actual contract.

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

a. All direct expenses will be limited to a specific dollar amount in each task order.

b. Allowable subconsultant costs shall be billed to the District by the Consultant without mark-up.

c. 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 contract, 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.

The Consultant may provide for an annual adjustment of DSE rates in accordance with Consultant’s usual and customary annual salary adjustment process, including the timing of Consultant’s annual firm-wide DSE adjustments. Consultant, however, shall be entitled to only one such across-the-board adjustment in a 12-month period with such periods based on the contract anniversary date. Such rates shall not increase by more than a percentage equal to the increase in the Consumer Price Index for all Urban Consumers (CPI-U) for the relevant period up to and including a maximum increase of 3.0%.

d. Notwithstanding the foregoing definition of DSE, 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 (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.

(1) For Consultants with a field and home office indirect cost rate, the Consultant shall state in their proposal which rate applies based on the preponderance of the work location.
(2) If Consultant has a unitary rate, the District reserves the right to require project specific rates that reflects the causal-beneficial relationship between the Consultant’s activities in the field and the pool of costs being reimbursed, and in accordance with 27 DCMR § 3313. Such rates will take precedence over the same audit rate for the period. Such rates may be documented using an advance agreement.
(3) 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. Facilities Capital Cost of Money (“FCCM”) is an allowable expense subject to the following provisions.

(1) If reimbursement of FCCM is proposed, it shall have been separately stated in Consultant’s cost proposal.

f. 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.

g. Consultant’s compensation, when based on hourly rates, shall be the total of DSE, approved indirect cost rate, and profit, each as defined herein.

h. In the event the hourly rates in Attachment J.13 are misrepresented by the Consultant, the District reserves the right to adjust the compensation paid to the Consultant to reflect the difference.
i. Non-salary direct costs shall include only those costs specifically identified in Section B subject to the following provisions.

   (1) Types, rates, and amounts of allowable Other Direct Costs (ODCs), if any, shall be negotiated for each task order. ODCs, if allowed, shall be subject to a maximum amount.

   (2) Non-salary direct costs shall include purchase and rental of all materials, supplies, and equipment necessary for the performance of the services on each assignment and cost of outside professional consulting or contracting services, all at invoiced cost to the Consultant, plus the cost of communications and reproductions directly chargeable to the project, plus necessary travel and per diem expenses. The purchase cost of all materials, supplies and equipment, which are not for the exclusive use in providing the services included in this Contract, are not allowed as non-salary direct costs and shall be included in the Consultant’s overhead. These items include, but are not limited to, fax machines, copiers, computers, software, refrigerators, coffee makers, microwave ovens, cellular phones, pagers, helmets, tape measures, fire extinguishers, and professional books and references.

   (3) If allowable hereunder, the cost of motor vehicle rentals and the cost of common carriers shall be the actual cost incurred. The cost of motor vehicle leases and rentals shall be the actual cost incurred, subject to audit. Leases must be supported by bona fide documentation form the leasing company and will only be allowed from established companies in the business of leasing vehicles.

   (4) If allowable hereunder, for use of personal or company owned vehicles, the reimbursement rate per mile stipulated in the cost proposal, shall be the General Services Administration (“GSA”) Privately Owned Vehicle mileage reimbursement rate published at the time the cost is incurred.

      (a) If allowable hereunder, the Consultant shall maintain a mileage log for each project. The Consultant shall submit the project mileage log to the District with each invoice and upon request from the Contracting Officer.

   (5) If allowable hereunder, for personnel in travel status, reimbursement of actual expenses up to the maximum amount per day will be allowed for meals and hotel. The allowable amount shall be GSA’s per diem rates published for the performance location at the time the cost is incurred. Travel must be approved in advance and in writing by the District.

   (6) Costs of time applied and charged directly to each assignment of the services of special outside consultants, contractors, or drafting services shall be included in non-salary direct costs at rates stipulated in the proposal.

   (7) Invoiced cost to the Consultant of all technical computations for each assignment performed by outside commercial electronic computation services shall be included in non-salary direct costs.

j. Overtime Premiums

The use of overtime is authorized under this contract if the overtime premium does not exceed an amount approved by the Contracting Officer for work:
Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

That will result in lower overall costs to the District.

All requests for estimated overtime premiums shall include all estimated overtime for contract completion and shall:

Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

Identify the extent to which approval of overtime would affect the performance or payments in connection with other District contracts, together with identification of each affected contract; and

Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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.

This Contract utilizes fixed labor hour rates, subject to adjustment as defined in the Contract. The billing rates are shown in Attachment J.13 including the spreadsheet attached to Attachment J.13. The billing rates shown in Attachment J.13 (including the spreadsheet attached to Attachment J.13) include DSE, approved indirect cost rate, and Contractor’s profit or fee. If the billing rates shown in Section J.13 are not the actual rates, then the actual rates shall be used as the billing rates as defined in Sections G.3.2 – G.3.11. The rates shown in Attachment J.5 may be revised to reflect new or transferred employees of Consultant that shall be performing services under this Contract, subject to the prior written approval of the Contracting Officer, at the Contracting Officer’s discretion.

If equipment rental is necessary under this Contract, these shall be billed at Consultant’s actual cost (including direct and indirect costs, overhead, and profit), plus a negotiated administrative fee not to exceed 5% and in accordance with Section G. The billing rates shown in Section J.13 include DSE, approved indirect cost rate, and Contractor’s profit or fee.

The Contractor and subcontractor’s indirect cost rates will be subject to review and audit by DDOT and FHWA (for federally-funded contracts) for the life of the Contract. A subcontractor is an independent contractor providing services to and under direct contract to the Contractor for a portion of the Contractor’s services under this Contract. If such an audit finds that the accepted
indirect cost rate (the rate applied to DSE in calculating the loaded fixed hourly rates for this contract) is unjustified, the loaded fixed hourly rates for the Contract will be recalculated using the indirect cost rate supported by the audit and the amounts payable under this Contract will be changed accordingly. Hourly billing rates consist of the sum of approved DSE, approved indirect cost, and allowable profit or fixed fee for each classified employee.

(1) The District shall reimburse the Consultant for such indirect costs as are properly allocated to the Project under generally accepted accounting principles and as allowed in the Federal Acquisition Regulation Subpart 31.2 and Section 31.105, and not prohibited by the laws of the District of Columbia.

Such indirect costs designated as Overhead in the Consultant’s Cost Summary (Attachment J.15), shall be reimbursed at a provisional billing rate applied to the allocation base. The allocation base shall represent a logical grouping on the basis of the benefits accruing to the final cost objectives.

Provisional billing rates shall be adjusted annually to the actual allowable overhead rate upon receipt of an acceptable form of a final incurred cost submission. The consultant shall submit one of the below and a Cost Summary (Attachment J.15) annually within six months of the Consultant’s fiscal year end. The final incurred cost submission shall be proposed utilizing one of the following: (In order of preference)

(a) An Indirect Cost Rate Schedule approved by a cognizant state or federal entity;
(b) An arms-length auditing firm possessing the necessary credentials to perform such an audit in accordance with FAR Part 31 and a DDOT-approved Certification of Final Indirect Costs; or
(c) A DDOT-approved Self-Certification of Accounting System and Reimbursement Rates forms.

The Consultant shall include a Cost Summary with their final incurred cost submission. A fiscal year’s rate determination, using one of the above, shall be used in establishing the preceding fiscal year’s final allowable overhead rate and the proceeding year’s provisional overhead rate. The Consultant may request an update to their provisional billing rate by written request to the Contracting Officer.

Upon completion of the Task Order, the District will determine final payment for indirect costs by audit of the Consultant’s accounts to establish the actual allowable overhead rate experienced during the period of performance of the Task Order.

If the Consultant’s actual allowable overhead rate during this period is less than the provisional overhead rate established, then the Consultant shall reimburse the District the difference between the indirect cost computed on the basis of the provisional overhead rate and the actual allowable indirect cost computed on the basis of the actual allowable overhead rate established in accordance with the provisions of this subsection G.3.13.1.

The Consultant shall invoice the District at the provisional overhead rate allowed with the understanding that this rate may be adjusted upon audit by the District pursuant to the provisions of this clause. The Consultant agrees and acknowledges that the decision of the
District in the establishment of the actual allowable overhead rate for final payment of indirect costs shall be final.

The validity of these indirect costs may be verified from the indirect cost records of the Consultant by authorized representatives of the District and Federal Government (for federally-funded contracts) as the work progresses, and in any event before final settlement of the Consultant's costs under the terms of this contract, or modifications hereto.

o. The successful Offeror will be permitted to subcontract only with firms agreed upon during negotiations with DDOT.

p. Prior to award, the successful Offeror will be required to submit certified payroll for all anticipated staff working on the project – including certified payroll for all subconsultants. Certified payroll will be required to be submitted annually throughout the life of the Contract.

q. Final Payment.

(1) Upon satisfactory completion by the Consultant of the services described in each Task Order, including the receipt of all plans, specifications, and estimates (PS&E) packages, reports, maps, notes, electronic data, and other related deliverables which are required to be furnished by the Consultant, the Consultant shall submit to the District a final payment request in accordance with the Consultant's Cost Summary less any payments in process or already paid. Upon approval of the Consultant's Cost Summary and acceptance by DDOT of all deliverables required by the Task Order prepared in accordance with the requirements of the Contract and respective Task Order, the District shall approve the final payment to the Consultant.

(2) The Consultant agrees that acceptance of this final payment shall be in full and final settlement of all claims arising against the District for work done, materials furnished, costs incurred, or otherwise arising out of this Contract and Consultant thereby releases the District from any and all further claims of whatever nature, whether known or unknown at the time for and on account of said Task Order, and for any and all work done, and labor and materials furnished, in connection with same.

(3) Acceptance of such final payment by the Consultant shall constitute a release of all claims for payment, which the Consultant may have against the District, unless such claims are specifically referred in writing and transmitted to the District by the Consultant prior to its acceptance of such final payment. Such final payment shall not, however, be a bar to any claims that the District may have against the Consultant or to any remedies at law or in equity that the District may pursue with respect to such claims.

(4) The payment of any billing will not constitute agreement as to the appropriateness of any item and at the time of final audit, all required adjustments will be made and reflected in a final payment. If such final audit reveals an overpayment to the Consultant, then the Consultant shall refund such overpayment to the District within thirty (30) business days of notice of the overpayment. Such refund shall not constitute a waiver by the Consultant for any claims relating to the validity of a finding by the District of overpayment. The Consultant has twenty (20) business days after receipt of the Final Post Audit to appeal to the District for audit findings.
r. Insurance.

The insurance requirements shall generally resemble the following:

(1) GENERAL REQUIREMENTS.

Consultant, at its sole expense, shall procure and maintain, during the entire period of performance under this Contract, the types of insurance specified below. Consultant 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 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 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 Consultant 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 Consultant or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of 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 Grantee and subcontractors.
(2) COVERAGES AND LIMITS.

(a) 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.

(b) 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's commercial automobile liability policy or (ii) $1,000,000 per occurrence combined single limit for bodily injury and property damage.

(c) 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 or the jurisdiction in which the contract is performed.

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.

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

(d) Cyber Liability Insurance - The Consultant shall provide evidence satisfactory to the CO of Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant 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.

(e) Employment Practices Liability - The Consultant shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of claims arising from employment related wrongful acts including but not limited to: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts, whether between employees of consultant or against third parties. Employment Practices Liability coverage must specifically state Third Party Liability coverage is included. Consultant will indemnify and defend the District of Columbia should it be named co-defendant or be subject to or party of any claim. Coverage shall also extend to Temporary Help Firms and Independent Consultants hired by Consultant. 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.

(f) 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 five years after the completion of the professional services.

(g) Commercial Umbrella or Excess Liability - The Consultant 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 Consultant’s umbrella or excess liability policy or (ii) $15,000,000 per occurrence and $15,000,000 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.

(3) 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.

(4) DURATION. The Consultant shall maintain all required insurance until all contract work is accepted by the District of Columbia. The Consultant shall maintain General Liability and
any required Professional Liability, Cyber Liability, Umbrella Liability, and Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this Contract.

(5) LIABILITY. These are the required minimum insurance requirements established by the District. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONSULTANT’S LIABILITY UNDER THIS CONTRACT.

(6) 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.

(7) 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.

(8) NOTIFICATION. The Consultant shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Consultant shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Consultant will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the Contract.

(9) CERTIFICATES 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

Kara A. O’Donnell, Contracting Officer
Office of Contracting and Procurement
c/o DDOT
55 M ST SE Suite 700
Washington, DC 20003
202.671.1595
kara.odonnell@dc.gov

(10) 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).
(11) 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.

(12) 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 rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

s. 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.

t. The resultant Contract will also contain, without limitation, the following provisions:

(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.

u. “Contract Documents” shall mean

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

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

Contract attachments other than the Federal and OCP Standard Contract Provisions, unless in conflict with applicable law or regulation

In the following order: Task Order statement of work, Task Order attachments associated with the particular Task Order, and Contractor’s Task Order quote or proposal

Contractor’s response to this solicitation and any resultant proposals to the extent that they meet or exceed the requirements of the Contract; if the response or proposal include statements that can reasonably be interpreted as offers to provide higher quality or greater quantity than otherwise required by the Contract Documents, or to perform services in addition to those otherwise required or otherwise contain terms which are more advantageous to the District than the requirements of the other Contract Documents, then the Contractor’s obligations hereunder shall include compliance with all such statements, offers, and terms.

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


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


a. Form 330.

Offerors must complete U.S. Government Standard Form 330 in response to this RFQ. The form will be used in the selection of an experienced engineering firm as the Contractor. Specific scope elements and key personnel are further defined in this RFQ. Offeror’s responses in the Form 330 will be used to evaluate Offeror with respect to the evaluation criteria set forth in Section 11 of this RFQ.

b. Qualifications-Based Selection.

Contractor selection will be in accordance with the provisions of Title 27, Sections 2620 through 2628 of the District of Columbia Municipal Regulations (“DCMR”), Title 40, Sections 1101 through 1004, of the United States Code (“USC”); and Title 48, Chapter 1, Subpart 36-6 of the Code of Federal Regulations (“CFR”). This procurement will be use a multi-step qualifications-based selection process.
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.

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.

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

c. Award.

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

d. Schedule.

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advertise Project</td>
<td>November 5, 2019</td>
</tr>
<tr>
<td>Last Day to Submit Questions</td>
<td>November 14, 2019</td>
</tr>
<tr>
<td>Submittal of Proposals</td>
<td>November 27, 2019</td>
</tr>
</tbody>
</table>


a. Form 330.

Offerors must submit U.S. Government Standard Form 330 in response to this RFQ. Any other format will be considered non-responsive and will not be evaluated by DDOT. Qualifications shall not include any information regarding respondent’s fees, pricing, or other compensation. Such information may be solicited from firms qualified by DDOT to participate in the negotiation phase.
of the selection process. Offeror’s Form 330 responses will be used to rank Offeror with respect to the evaluation criteria contained in Section 11 of this RFQ.

b. Minimum Requirements.

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

(1) A Letter of Submittal on the Offeror’s letterhead that must include the following:

   (a) The Offeror’s expression of interest in being selected for the Project.

   (b) The individual who will serve as the Offeror’s Point-of-Contact (“POC”), including the POC’s title, address, phone and fax numbers, and email address.

   (c) The individual who will serve as the Offeror’s secondary POC, including title, address, phone and fax numbers, and email address.

   (d) The signature of an authorized representative of the Offeror’s organization. All signatures will be original and signed in ink. If creation of a joint venture is in process but not yet formed, each authorized representative of each member firm will sign the letter of submittal.

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

Failure to submit the items required in this Section 9 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 OCP website: http://ocp.dc.gov.

d. Amendments.

Offerors shall acknowledge receipt of any amendment to this solicitation.

e. Subcontractors.

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

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

1. All responses shall be bound, with no font size smaller than 9 point.
2. All pages shall be oriented in such a way that no page is greater than 8.5” x 11”.
3. Any additional information supplied by the Offeror under Section H of the Form 330 shall be limited to 15 pages.
4. To be considered responsive, one (1) USB flash drive and four (4) hard copies of the Standard Form 330 must be received by the Offeror by 2:00 p.m. on November 27, 2019, to the attention of the following at the following location:

   Kara A. O'Donnell  
   Contracting Officer  
   Office of Contracting and Procurement  
   District Department of Transportation  
   55 M Street, SE  
   4th Floor – Bid Room  
   Washington, D. C. 20003

5. Offerors may submit questions in writing to DDOT up to 14 calendar days prior to the submission deadline.
6. DDOT will not acknowledge or receive submissions in response to this RFQ that are delivered by telephone, facsimile (fax), or electronic mail (e-mail).

g. **District of Columbia's Reservation of Rights.**

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

h. **Acceptance of Evaluation Methodology.**

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

i. **No Reimbursement for Costs.**

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

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

k. **Preparation of Submittal.**

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

l. **Representations.**

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

m. **Compliance.**

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

n. **Eligible Offerors.**

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

o. **Ownership of Submissions and Freedom of Information Act.**

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

Any Proposer who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350 N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer listed in this RFQ.

10. **DBE Goal.**

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

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

For additional information, refer to Exhibit A.

11. **Evaluation and Selection.**

Offerors will be ranked by the Evaluation Board in descending order based on the total combined score comprised of the evaluation criteria score, 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 the required services, including professional qualifications of Key Personnel successfully completing Traffic Signal Management and Design on time and within budget; (30 points)
2. Specialized experience and technical competence in the types of work required as stated above in Sections 4 and 5. (25 points)
(3) Capacity to accomplish the work in the required time. (20 points)
(4) Past performance on contracts with Government agencies and private industry in terms of cost control, quality of work, and compliance with performance schedules; (15 points)
(5) Location in the general geographical area of the project, and knowledge of the locality of the project. (10 points)

Maximum possible subtotal: 100 points

b. Scoring Methodology.

The Evaluation Board will review the submittals with reference to the evaluation factors specified in Section 11.a in accordance with the rating scale provided in this Section and will assign a quantitative rating for each of the evaluation factors.

i. Rating Scale

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

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

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

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

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

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

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

Sincerely,

Leif A. Dormsjo
Director, District Department of Transportation
Definitions - The following definitions apply to this contract:

A. “Disadvantaged business” means a small business concern, (a) which is at least fifty-one percent (51%) owned by one or more socially and economically disadvantaged individuals or in the case of any publicly owned business, at least fifty-one percent (51%) of the stock of which is owned by one or more socially and economically disadvantaged individuals; and (b) whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

B. “Small business concern means”, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in § 26.65(b).

C. Socially and economically disadvantaged individual means any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is—

- Any individual who a recipient finds to be a socially and economically disadvantaged individual on a case-by-case basis.
- Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:
  - “Black Americans,” which includes persons having origins in any of the Black racial groups of Africa;
  - “Hispanic Americans,” which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;
  - “Native Americans,” which includes persons who are American Indians, Eskimos, Aleuts, or Native Hawaiians;
  - “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, or Hong Kong;
  - “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;
  - Women;
- Any additional groups whose members are designated as socially and economically disadvantaged by the SBA, at such time as the SBA designation becomes effective.
The Contracting Officer shall make a rebuttable prerogative that individuals in the above groups are socially and economically disadvantaged. This prerogative shall be based on criteria set forth in 49 CFR Part 26. The Contracting Officer also may determine, on a case-by-case basis, that individuals who are not members of one of the above groups are socially and economically disadvantaged.

**PROMPT PAYMENT/DBE CONTRACT COMPLIANCE SYSTEM**

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

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

Information related to contractor access of the system will be provided to a designated point of contact with each contractor upon award of the contract. The **Contract Compliance System** is web-based and can be accessed at the following Internet address: [https://ddot.dbesystem.com](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 as well as the non-DBE subcontracts on the **Contract Compliance System.**
Prime must report all payments to DBE firms and all subcontractors to the Contract Compliance System by the 15th of the month for the previous month activity under this project even if no activity for a month.

A completed DDOT DBE Contractor Payment form and a copy of all cancelled check payments to DBE firms and all subcontractors should be Upload to Contract Compliance System by the 15th of the month for the previous month activity. A form MUST be completed monthly even if no activity for a month. (Attached)

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

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

1. Visit https://ddot.dbesystem.com. Follow the on-screen directions to look up your account and then access the secure system. Contact Customer Support via any of the system links if you have any questions while attempting to access your account.

2. Review and update all contact and contract information as necessary for your firm and subcontractors.

3. Ask your subcontractors to log in to review and confirm amount reported for each time period.

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

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

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

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

- If a DBE firm requires additional technical assistance in order to complete satisfactory performance on this project.

- Change Orders that affect the contract amount affects the DBE Goal. Please contact OCR if there are any change orders processed for this contract.

- If need arises that a joint check arrangement may be executed. You are required to contact OCR **prior** to execution of any joint check arrangement. A joint check arrangement must be approved by OCR!

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

**Andrea Jackson**
Office of Civil Rights
District Department of Transportation
55 M Street, SE, 3rd floor
Washington, DC 20003
(202) 299-2190
Andrea.Jackson@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. 3rd Floor. Washington, DC 20003. Our telephone number is: (202) 671-2620

The above information is applicable to every Contractor including every tier of sub-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 7% of the dollar value of the total amount of this DOT-assisted contract to qualified DBE subcontractors. A complete DBE plan containing a list of DBE firms to be utilized on this project or documentation demonstrating good faith efforts to meet the goal on this project must be submitted within five (5) working days subsequent to bid opening to:

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

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

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

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

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

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

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

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

- Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have
the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own force.

- Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- (a) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.

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

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

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

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

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

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

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

**DDOT/WMATA DBE Directory:**

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

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

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

**Andrea Jackson, Equal Opportunity/DBE Program Specialist**

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

**Catherine Svoboda, DBE & Compliance Specialist**

WMATA - DBE  
600 Fifth Street, NW, 3C  
Washington, DC 20001  
202-962-1854  
csvoboda@wmata.com  
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.