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## REQUEST FOR QUALIFICATIONS

### Delivery of Smart Street Lighting Project

*District of Columbia Office of Public-Private Partnerships (OP3)*

*District of Columbia Department of Transportation (DDOT)*

*District of Columbia Office of the Chief Technology Officer (OCTO)*

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# PART A – PROJECT INFORMATION

## 1.0 Introduction

### 1.1 Overview of Opportunity

The District of Columbia (the “District”) seeks to upgrade its extensive street lighting network which is comprised of a variety of different fixtures and pole types located throughout the District. Specifically, the District is focused on converting its street light network to LED technology with remote monitoring and control capabilities. Additionally, the District seeks to install on its street lighting network Smart City Technology (“SCT”), including Wireless Access Points (“WAPs”) that will serve as a flexible and scalable platform for future uses and applications.

The District of Columbia’s Office of Public-Private Partnerships (“OP3”), in conjunction with the District of Columbia Department of Transportation (“DDOT”) and the Office of the Chief Technology Officer (“OCTO”), is inviting interested parties to respond to this Request for Qualifications (“RFQ”) to partner with the District pursuant to a performance-based contract that could include:

- (a) Designing, constructing, installing, and financing improvements to the existing street light system in the District, including converting the street light network to LED technology with remote monitoring and control capabilities, and installation of SCT; and
- (b) Operating and maintaining the existing and improved lighting systems, while the District retains responsibility for operating and maintaining SCT.

This opportunity to partner with the District in upgrading the street light network will include all project components—design, capital construction, installation, financing, operations and maintenance—in a single contract. The District is procuring this Project through a Public-Private Partnership (“P3”) contracting mechanism pursuant to the District of Columbia Public-Private Partnership Act of 2014 (“P3 Act”), and Title 27, chapter 48, of the District of Columbia Municipal Regulations. See <http://op3.dc.gov/page/laws-regs>. As noted above, the resulting contract will be performance-based, with compensation contingent upon satisfactory street light system availability and performance.

As requested in this RFQ, Respondents will provide a Statement of Qualifications (“SOQ”) describing their team and providing other requested information. Following the District’s review and evaluation of the SOQs, the District will prequalify a number of teams (each such team, a “Shortlisted Proposer”), in accordance with the provisions of this RFQ. Only Shortlisted Proposers will be invited to participate in a subsequent Request for Proposal (“RFP”) process.

Final performance specifications are currently under development and will be made available with the release of the RFP.

## 1.2 Definitions

Capitalized terms and acronyms used in this RFQ have the meanings set forth in Appendix 1 (Definitions). Unless otherwise specified in this RFQ, references to Sections, Appendices, and Exhibits are references to Sections, Appendices, and Exhibits of this RFQ.

## 1.3 Project Description and Scope

The Project will include the design, building, installation, financing, operation, and maintenance (“DBFOM”) of upgrades to the existing street light network in the District. The Project will include upgrades of the entire street light network within the District that currently consists of approximately 74,000 primarily street and alley lights as well as (a) select overhead guide signs, (b) internal and external lighting for approximately 30 “Welcome to Washington, DC” signs located throughout the District, and (c) navigation, underpass, bike trail, and tunnel lights. The Project will require lights of different color temperatures appropriate to their setting, including lights with a color temperature of 3,000 kelvin. Approximately 70% of the fixtures for the District’s street lights are “cobrahead” lights (cutoff and semi-cutoff), approximately 18% of the fixtures for the District’s street lights are “Washington Globes,” and approximately 12% of the fixtures for the District’s street lights are other types of lights (e.g., decorative teardrop). As shown below, the majority of the District’s street lights are High Pressure Sodium (“HPS”) lights (84%), with approximately six percent of the system already converted to LED. The remainder are incandescent, mercury vapor, and metal halide.

Type of Light, by Bulb Type (as of February 2017)	Number of Lights	Percent
High Pressure Sodium (HPS)	62,406	84.0%
Incandescent (INC)	5,373	7.2%
Light Emitting Diode (LED)	4,135	5.6%
Mercury Vapor (MV)	795	1.1%
Metal Halide (MH)	295	0.4%
Other (e.g., fluorescent)	1,289	1.7%
TOTAL	74,293	100.0%

Although the project scope includes street lights connected to traffic signals, it does not include traffic signals themselves (e.g., bulbs). The Project scope also includes maintaining expansions of the District’s street light network. Lighting network expansions are currently estimated to occur at a rate of 1,000 to 1,500 lights per year (based on FY 2016), but the rate of network expansion is expected to decline during the term of the Project Agreement. Typically in the past, street lights added to the lighting network have been procured and installed by third parties as part of real estate development projects with design review by the District to ensure adherence to DDOT specifications. It is expected that the Developer will be responsible for maintaining expansions of the lighting network, but not for the procurement or initial installation of additional poles and luminaires in connection with real estate development projects (except in limited circumstances).

The District is a long-term asset manager that is seeking a Developer to:

- (a) Convert existing non-LED District-owned lights to LED technology (design and construction);
- (b) Design and install systems providing for the remote monitoring and control of the street light network that: are fully scalable, reliable, and fast; use open standards; and feature dynamic or environmentally responsive dimming capability;
- (c) Upgrade poles and associated infrastructure (including underground infrastructure), where appropriate or required based on DDOT's in-process condition assessment and a pre-determined process and criteria for establishing when such infrastructure must be replaced;
- (d) Deliver long-term operations and maintenance of the street light system per the terms, conditions, and requirements of a defined and agreed-to performance management regime as discussed in Section A, Section 3.1 (Project Agreement) of this RFQ; and
- (e) Install SCT to leverage the street light system and the District's significant fiber optic network (known as "DC-Net") for ancillary uses and install additional fiber as required in the District. At a minimum, the desired SCT solution will deliver:
  - (i) Broadband Wi-Fi coverage that advances the District's goal of city-wide broadband access;
  - (ii) Capability to integrate appropriate sensor technologies and the ability to update or expand those sensors over time to capture relevant data, subject to the District's data and privacy policies; and
  - (iii) Other activities, uses, and opportunities that reflect leading SCT practice.

Through this solicitation, the District is seeking to achieve the stated project outcomes as well as to position the District as a "Smart City" for years to come. The District is interested in creating a "platform" for future SCT, such as the Internet of Things ("IoT") and cloud-based solutions, to enhance efficient management of city operations and activities. Although the project is limited in SCT scope to establishing a foundation for future applications, the District wants to ensure that the chosen solution for the Project will maintain access by the District and third parties to the poles for deployment and maintenance of other applications and related equipment, and will be effective for transitioning to next-generation technological solutions well into the future.

Based on extensive industry outreach and feedback, it is anticipated that the broadband component of achieving the minimum SCT solution will generally require the installation of a WAP on every fourth or fifth pole. While the detailed requirements and

specifications for the intended wireless network will be provided in the RFP, as a general matter the WAPs should be able to support Gigabit wireless technology and flexible powering options to meet the District's needs. The WAPs should also have backhaul connectivity option either via fiber, copper or mesh. The District is planning to utilize the existing fiber infrastructure to provide backhaul connectivity; however, in the areas where an existing fiber infrastructure is unavailable the Developer will be responsible for installing fiber. Depending on the location and environment, the installation of fiber could be made either below or above ground.

As part of the Project, the District will request pursuant to the RFP that Shortlisted Proposers submit a preliminary analysis to support a lighting management plan. The lighting management plan will provide guidelines for the design of required LED light fixtures in the public right-of-way. It will address public right-of-way illumination requirements including streets, sidewalks, alleys, underpasses, and bike trails. The lighting management plan will encompass design, light fixture and color temperature selection, lighting analyses, and consideration of sensitive locations such as historic areas, residential neighborhoods, and Business Improvement Districts ("BIDs"). The lighting management plan will serve as a path for future lighting development based on guidelines published by the Illuminating Engineering Society ("IES") and the American Association of State Highway and Transportation Officials ("AASHTO"), technical and aesthetics requirements, the latest public health research, historical significance of the area, and the principle of pedestrian, community, and environmentally friendly lighting. Public input will be part of the process as DDOT develops a lighting management plan.

Issues for consideration in the lighting management plan include correlated color temperature and the potential health impacts stemming from exposure to blue light. The District currently is evaluating correlated color temperature related to many factors, including the type of street and other location information. For example, the District has a combination of higher order roads that may require different lighting standards to enhance driver safety and promote greater detection distances, as compared to detection distances along residential streets and alleys. The District is also evaluating the lighting needs of different areas within the city, including commercial, industrial, and residential zones.

As will be further provided in the RFP, the preliminary analysis to support a lighting management plan could include written analysis, designs, and support data. Data may be graphic or pictorial delineations in media such as drawings or photographs (text in specifications, or related performance, or design type documents, or computer printouts). Data could also include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation.

#### **1.4 Project Goals**

The District has identified six key goals for this Project. These goals have been developed jointly by DDOT, OP3, and OCTO. These goals include:

- (a) Public Safety / Environmental Benefit / Cost Savings: Upgrade the street lighting infrastructure in the District together with a 100% LED conversion of street lights to achieve several direct policy objectives including increasing public safety and traffic safety through better lighting, lifecycle optimization, lowering the District’s carbon production, and cost savings;
- (b) Performance Based Contract: Implement an improved pay-for-performance mechanism for the street lighting system;
- (c) Risk Transfer: Transfer project integration and other commercial risks to a private entity across the appropriate aspects of the Project beyond those currently transferred through traditional performance-based contracting mechanisms;
- (d) “Debt Cap”: Develop a Project structure that minimizes the use of the District’s financing capacity as limited by District law, including the Limitation on Borrowing and Establishment of Operating Cash Reserve Act of 2008, as amended;
- (e) Stakeholder Engagement: Foster stakeholder understanding and support throughout Project development and implementation; and
- (f) Smart City Technology: Introduce functionality for the street light system to serve as a platform for ancillary uses including Wi-Fi technology.

### **1.5 Procuring Agency; Key Stakeholders**

OP3 will be the procuring authority for the Project, working closely with DDOT and OCTO. The procurement roles of the procuring agencies and key stakeholders include, but are not limited to, development of the technical specifications for the RFP, supporting the evaluation of the SOQs and RFP responses, opining on proposed technical solutions and financial impacts of Shortlisted Proposers’ solutions on District finances, and other issues potentially including (but not limited to) project delivery, structuring, financing, management, and implementation. In addition to OP3, DDOT, and OCTO, key stakeholders for the Project include:

- (a) The Council of the District of Columbia;
- (b) All District agencies that may deploy or rely upon lighting and SCT;
- (c) The United States Department of Transportation;
- (d) FHWA;
- (e) Commission of Fine Arts (“CFA”);
- (f) National Capital Planning Commission (“NCPC”);
- (g) District of Columbia State Historic Preservation Office (“SHPO”);

- (h) District Office of Planning (“DCOP”);
- (i) District Advisory Neighborhood Commissions (“ANCs”) and other community groups;
- (j) Potomac Electric Power Company (“Pepco”); and
- (k) Verizon Communications, Inc. (“Verizon”).

CFA, NCPC, SHPO, and DCOP are primarily responsible for approving and monitoring compliance with street light design standards and criteria agreed to with the District and currently in place in DDOT’s street light design policy manual. These stakeholders are focused on (i) preservation of the historical integrity and “feel” of the physical lighting structures throughout the District, and (ii) careful consideration of the color temperature and ambience of the lighting.

Local ANCs provide citizens an opportunity to advise the District government on issues affecting their local areas, and are expected to participate in forums and hearings on this Project hosted by OP3 and the Project Sponsors as it advances through to implementation.

DC-Net provides managed voice, data, and video wire-based and wireless services to all government constituents city-wide over a secure, highly redundant, and high capacity fiber optic telecommunications platform. This standards-based platform lays the foundation for all next-generation government and public safety communications throughout the District. DC-Net is a program managed by OCTO. DC-Net manages, and OCTO owns, an extensive subterranean fiber optic network that will serve as the backbone for the SCT solutions desired by the District as a part of this Project. DC-Net will be involved in identifying specifications and requirements, along with OCTO, for additional SCT solutions – such as IoT and cloud-based systems and solutions – in the future.

The street lights are powered by electricity supplied via a contract currently with Washington Gas and Electric (“WGES”) and distributed via Pepco’s network through a mix of overhead (50%) and underground (50%) power lines. The District will retain responsibility to procure and pay for the electricity required to power the street lights.

In 1984-1985, deregulation of street lighting service took place, which resulted in Pepco transferring ownership of street light assets to the District of Columbia. Section 130 of H.R. 3067, amended by H.R. 99-419, incorporated in Pub. L. 99-190 by § 101(c), the D.C. Appropriation Act, 1986, provided that the Public Service Commission is authorized to order and to approve the deregulation of street lighting service to the District of Columbia. As a result, Pepco and Verizon both own a portion of the street light poles in the District (37% and 9% respectively), while the District owns the remainder.

Reflective of this transfer and ownership arrangement, DDOT owns the arms and fixtures on 100% of the poles contemplated as part of the Project. OP3, DDOT, and OCTO are in the process of determining the scope of the District’s access to street light poles owned by Pepco and Verizon for purposes of the Project.

## **1.6 Procurement Process**

As outlined in the OP3 Guidelines and Procedures (<http://op3.dc.gov/page/laws-regs>), and in accordance with the P3 Act, and Title 27, chapter 48, of the District of Columbia Municipal Regulations, the District will use a two-phase procurement process to select a Developer to deliver the Project. In the first phase of the Procurement Process (this RFQ phase), Respondents will provide SOQs for evaluation in accordance with the requirements set forth in this RFQ. The evaluation portion of RFQ phase will involve identifying the Respondents that the District determines to be most highly qualified to deliver the Project successfully. The District will prequalify Respondents to participate in the second phase of this procurement.

The second phase of the procurement is the RFP process. Only Shortlisted Proposers will be allowed to submit proposals in response to the RFP. The RFP will provide Shortlisted Proposers additional information such as Instructions to Proposers, the Project Agreement, technical requirements and specifications, and other key project and asset information.

## **1.7 Points of Contact**

The Contracting Officer and primary point of contact for all communications related to this procurement is:

Todd Allen, Esq.  
Office of Contracting and Procurement  
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Washington, DC 20001  
[todd.allen@dc.gov](mailto:todd.allen@dc.gov)

The Contract Administrator is responsible for general administration of contracts and advising the Contracting Officer on issues relating to contract compliance. The Contract Administrator for this procurement is:

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Further details regarding the role of the Contract Administrator will be set forth in the RFP.

## **2.0 Project Status and Project Partner Responsibilities**

### **2.1 Environmental**

At this time, major environmental approvals and permits required to carry out construction of the Project, including approvals required pursuant to the National Environmental Policy Act of 1969 (42 U.S.C. § 4321 *et seq.*) (“NEPA”) have not yet been secured. It is possible that the Project scope may need to be modified to comply with the environmental review process. Nothing contained in this RFQ, including any description of the Project, is intended to modify, limit, or otherwise constrain the environmental review process or commit the District or any other entity to undertake any action with respect to the Project, including any procurement for the final design and construction of the Project. DDOT currently is working with the Federal Highway Administration (“FHWA”) to determine which type of NEPA document will be required for the Project.

### **2.2 Historic Preservation**

The District Office of Planning (“DCOP”) has stated that it anticipates the Project to trigger a review by NCPC pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended (the “NHPA”).

### **2.3 Permitting**

The Developer shall be responsible for continuing to advance, obtain and maintain (including preparation of permit applications) all pending permits and obtain and maintain all other necessary regulatory, environmental (other than NEPA and Section 106 review under the NHPA, which will be the responsibility of the District), building, and other permits (including any permit modifications) to develop, design, construct, finance, operate, and maintain the Project.

### **2.4 Site Conditions**

The District has ten years of historic data on the street lights to be included in this Project. This information includes data on outages and repairs that were undertaken and GIS inventory data. For Respondents’ reference, the GIS inventory data is publicly available at the following link:

[http://opendata.dc.gov/datasets/6cb6520725b0489d9a209a337818fad1\\_90](http://opendata.dc.gov/datasets/6cb6520725b0489d9a209a337818fad1_90)

Additional information about the condition of the existing street light network will be provided in the RFP.

### **2.5 Third Parties**

#### **2.5.1 Public Infrastructure Right-of-Way**

Across the District, DDOT owns 54% of the light poles, Pepco owns 37%, and Verizon owns 9% of the street light poles (for more information, consult the

District's GIS database for its lighting assets). Pepco and Verizon own certain poles in the District included in the Project that are located within Public Space.

### **2.5.2 DC-Net**

DC-Net manages, and OCTO owns, an extensive subterranean fiber optic network that will serve as the backbone for the SCT solutions desired by the District as a part of this Project.

### **2.5.3 Utility Relocations**

The Developer shall be responsible for (a) coordinating with the District and utility owners whose facilities may be impacted by the Project, (b) obtaining utility relocation agreements, and (c) complying with such utility relocation agreements. The Developer shall be responsible for performing, or causing to be performed, all utility relocations or adjustments required to accommodate the Project. Such relocations and adjustments shall be performed in accordance with all applicable standards and laws. The Developer shall be responsible for the costs associated with utility relocations and adjustments, except to the extent the utilities are legally or contractually responsible for such costs, or the District expressly retains such responsibilities in accordance with the Project Agreement. The RFP will provide further details regarding utility relocations and adjustments, and the responsibilities of partners.

## **2.6 Technical Specifications**

The District is currently evaluating technical specifications for this Project (with input from key stakeholders, including FHWA, CFA, NCPC, DCOP and SHPO) including: (a) makes and models of light fixtures and lamps, WAPs, and remote monitoring technology; (b) optimal color temperature; (c) configurations of wireless networks; (d) maintenance of traffic requirements; and (e) other key elements of this Project. Final technical specifications will be provided in the RFP that reflect the scope and goals for the Project set forth in Part A, Section 1.3 (Project Description and Scope) and Part A, Section 1.4 (Project Goals), respectively.

### **3.0 Description of Project Agreement and Federal Contracting Requirements**

#### **3.1 Project Agreement**

It is anticipated that the Short-Listed Proposer selected to be the Developer will enter into an agreement with the District (the “Project Agreement”) that sets forth, among other things, the obligations of the District and the Developer with respect to the design, building, financing, operations, and maintenance of the Project. OP3 currently anticipates that the Project Agreement will provide for a term of between ten and twenty years.

It is anticipated that the Developer will be solely responsible for providing the necessary private financing for the Project.

As consideration for the Developer’s performance of its obligations under the Project Agreement, the District will make periodic payments to the Developer (“Availability Payments”). The District is also considering making one or more milestone payments prior to, or on the Developer’s achievement of, substantial completion of the Project. Certain payment obligations of the District under the Project Agreement will be subject to appropriations by the Council. The Availability Payments will be subject to reduction according to criteria set forth in the Project Agreement for the Developer’s failure to meet specific service and performance requirements, standards and targets. Under the Project Agreement, the District will reserve the right to evaluate and monitor the performance of all elements of the Project in order to administer performance related deductions and non-compliance charges contemplated by the Project Agreement.

Further details regarding the District’s anticipated sources of funding to support the Project and the relevant funding appropriation processes will be provided in the RFP.

#### **3.2 Federal Contracting Requirements**

##### **3.2.1 Disadvantaged Business Enterprises**

DDOT has established a Disadvantaged Business Enterprise (“DBE”) program in accordance with regulations of the United States Department of Transportation (“USDOT”), 49 C.F.R. Part 26. DDOT anticipates receiving federal financial assistance from the USDOT, and as a condition of receiving this assistance, the DDOT has signed an assurance that it will comply with 49 C.F.R. Part 26. It is the policy of DDOT to ensure that DBEs are defined and have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also DDOT’s policy:

- (a) To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
- (b) To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
- (c) To ensure that the DBE program is narrowly tailored in accordance with applicable law;

- (d) To ensure that only firms that fully meet 49 C.F.R. Part 26 eligibility standards are permitted to participate as DBEs;
- (e) To help remove barriers to the participation of DBEs in USDOT-assisted contracts; and
- (f) To assist the development of firms that can compete successfully in the market place outside the DBE program.

### **3.2.2 Other Federal Contracting Requirements**

If the Project will be funded in whole or in part with federal-aid highway funds, then the RFP and the Project Agreement will conform with certain applicable federal laws and regulations of FHWA. Other federal requirements will apply, whether or not the Project will be funded with federal-aid highway funds. Please see Part A, Section 10 (Administrative Requirements).

## **4.0 Description of the Procurement Process**

### **4.1 Overall Process**

As referenced in Part A, Section 1.6 (Procurement Process), the District will use a two-phase procurement process to select a Developer to deliver the Project. In the first phase, Respondents will provide SOQs for evaluation in accordance with the requirements set forth in this RFQ. The evaluation will identify the Respondents that the District determines to be most highly qualified to deliver the Project successfully. The District will prequalify these Respondents to participate in the RFP phase. Only Shortlisted Proposers will be allowed to submit proposals in response to the RFP. The RFP will provide Shortlisted Proposers additional documents such as Instructions to Proposers, the Project Agreement and technical specifications, and access to a virtual Data Room containing key project data.

Following the selection of Shortlisted Proposers, OP3 anticipates releasing a draft RFP, including scope of work, for review and comment by the Shortlisted Proposers. OP3 will schedule meetings to discuss issues and comments identified by the Shortlisted Proposers. Specific details concerning the draft RFP process will be made available to the Shortlisted Proposers following the announcement of prequalification. The draft RFP process will include disclosure of materials and communications with OP3, DDOT, OCTO and other agencies of the District that are confidential in nature, and each Shortlisted Proposers will be required to execute a confidentiality agreement, the form of which will be provided following short-listing. The terms of such confidentiality agreement shall not abrogate or otherwise limit any obligation of the District to disclose information that is required to be disclosed pursuant to FOIA. The draft RFP will be subject to approval by the Council before OP3 issues a final RFP. Any modifications made after issuance of the final RFP will be addressed in the form of addenda and may be subject to further Council approval under the P3 Act.

### **4.2 Respondent Reimbursement; Payment for Work Product**

#### **4.2.1 No Reimbursement**

The District assumes no obligations, responsibilities, or liabilities, financial or otherwise, to reimburse any of the costs incurred or alleged to have been incurred by those parties responding, or considering a response, to this RFQ. No stipends will be paid for costs of submitting SOQs.

#### **4.2.2 Payment for Work Product**

OP3 is evaluating whether to offer a stipend for work product in an amount (to be set forth in the RFP) to each unsuccessful Shortlisted Proposer that submits a proposal that is responsive and meets all the requirements established by OP3 for the Project. Payment would be provided in return for, among other things, the transfer and assignment to OP3 (or its designee) of rights to intellectual property, ideas, techniques, concepts and approaches included in the unsuccessful Shortlisted Proposer's Proposal, and OP3 would reserve for itself (or its designee) the right to use such property, ideas, techniques and

approaches in connection with a Project Agreement awarded for the Project, or in connection with any subsequent procurement, with no obligation to pay additional compensation to the unsuccessful Shortlisted Proposer. The payment for work product would be paid to eligible Shortlisted Proposers within 90 days after the award and execution of the Project Agreement or the decision not to award. If OP3 elects to offer such a stipend, further terms regarding payment of the stipulated, including its amount, would be included in the RFP.

#### **4.3 Requests for Clarification**

If a prospective Respondent has any questions related to this RFQ, the prospective Respondent shall submit the question in writing to the Contracting Officer. The prospective Respondent shall submit questions no later than **5:00 p.m. (Eastern)** on **Thursday, July 6, 2017**. The District will not consider any questions received after this time. The District will furnish responses promptly to all prospective Respondents. An amendment to the RFQ will be issued if, in the District's sole judgment, that information were necessary to submit a responsive SOQ, or if the lack of it would be prejudicial to any other prospective Respondents. Oral explanations or instructions given before prequalification of Respondents will not be binding on the District.

#### **4.4 Project Documents**

The District has assembled certain background materials and other documents relating to the Project which will be made available to Shortlisted Proposers during the RFP phase of the procurement.

## **5.0 SOQ Content and Submittal Requirements**

### **5.1 General**

This section describes specific information that must be included in the SOQ. SOQs must follow the outline of this Section. Respondents shall provide brief, concise information that addresses the requirements of the Project consistent with the evaluation criteria described in this RFQ. Respondents may submit only one SOQ describing the qualifications for a given team, regardless of the number of entities on the team. Respondents may not submit additional SOQs for each team member.

### **5.2 Format**

All SOQs must comply with the following:

- (a) The SOQ must not exceed 35 single-sided pages. The 35-page limit does not include Key Personnel resumes (Part B, Volume 3, Section 3.2 – Personnel Qualifications), required Conflict of Interest disclosures (Part A, Section 7.5 (Conflicts of Interest)) and the required legal information from Part B, Volume 1, Section 1.2.10 – Legal Information.
- (b) All PDF pages shall be 8½" x 11" except for organizational charts, which may be 11" x 17".
- (c) All text must be in at least 12-point font .
- (d) All pages must be numbered continuously throughout and in the format of "Page 1 of \_", including resumes, forms and legal understanding.
- (e) PDF files should contain bookmarks for the major SOQ sections.
- (f) SOQs may include graphics within established page limits.

### **5.3 Contents and Organization**

Respondents must organize their SOQ in the order set forth in Part B – Statement of Qualifications. If a Respondent elects to include material in addition to the information specifically requested, Respondent shall append that material to the end of the most appropriate defined section of the outline. Additional material is subject to any applicable page limitation. Each volume may be subdivided as needed, so long as Respondents "tab" the contents of their SOQ to correspond to the volume, section, and subsection order and numbering system shown in Appendix 2 (SOQ Submittal Outline). Tabs do not count toward the total page count.

### **5.4 RFQ Documents and Acknowledgement of Amendments**

Respondents shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment. The signed amendments shall be included as part of the Respondent's SOQ.

Amendments to this solicitation will be posted on the D.C. Office of Contracting and Procurement's website: <https://ocp.dc.gov/service/ocp-solicitations>

## **5.5 SOQ Submittal Requirements**

SOQs are due by **5:00 p.m. (Eastern) on Monday, August 7, 2017**. The District will reject any SOQ that fails to meet the deadline or delivery requirement without consideration or evaluation. One original hardcopy and one digital copy of the SOQ shall be submitted to the District.

- (a) The original hard copy of the SOQ shall be delivered to the District of Columbia Office of Contracting and Procurement, 441 4<sup>th</sup> Street, NW, Suite 700S, Washington, DC 20001 c/o Todd Allen, Contracting Officer. Telephonic, telegraphic, and facsimile submissions will not be accepted. The original version shall be submitted in a sealed envelope conspicuously marked:

“Proposal (Statement of Qualifications) in Response to Request for Qualifications No. DOC318643, [Respondent Name].”

- (b) One USB flash drive marked with the Respondent's name containing a digital copy of the SOQ in PDF (searchable) format shall be delivered to the District of Columbia Office of Contracting and Procurement, 441 4<sup>th</sup> Street, NW, Suite 700S, Washington, DC 20001 c/o Todd Allen, Contracting Officer.

The District will confirm receipt of the SOQ via email response.

## 6.0 Evaluation Process and Criteria

### 6.1 Responsiveness

Each SOQ will be reviewed for (a) the responsiveness of the Respondent to the requirements set forth in this RFQ, (b) conformance to the RFQ instructions regarding organization and format, and (c) minor nonconformities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the SOQ. Those SOQs not responsive to this RFQ may be excluded from further consideration and the Respondent will be notified. The District may also exclude from consideration any Respondent whose SOQ contains a material misrepresentation.

### 6.2 Minimum Requirements Review

Following, or in conjunction with, evaluation of each SOQ for responsiveness, the District will review each SOQ based upon the following minimum requirements. A Respondent must fully meet the requirements of each minimum requirements item in order for its SOQ to be evaluated qualitatively under Part A, Section 6.5 (SOQ Evaluation Procedure).

- (a) The SOQ contains an original executed transmittal letter as required in Part B, Volume 1, Section 1.1.
- (b) The SOQ states the individual who will serve as the Respondent's point of contact ("POC"), including the POC's title, address, phone and fax numbers, and email address.
- (c) The SOQ states the individual who will serve as the Respondent's secondary POC, including title, address, phone and fax numbers, and email address.
- (d) The SOQ provides evidence satisfactory to the District that the Respondent or Lead Contractor is capable of obtaining performance and payment bonds, letters of credit, or other acceptable forms of security in compliance with title VII of the Procurement Practices Reform Act of 2010, effective April 8, 2011, (D.C. Law 18-371; D.C. Official Code §§ 2-357.01 – 2-357.06).
- (e) The SOQ contains a statement that neither Respondent nor any other entity that has submitted Form D (Certification) as required by this RFQ is currently debarred, voluntarily excluded, suspended, or otherwise ineligible to perform work for the District, the federal government, any state government, or any municipal government.
- (f) The SOQ contains a certification that no director, officer, partner, owner, or other individual with direct and significant control over the policy or finances of the Respondent's Equity Members, Major Non-Equity

Members, or Financially Responsible Parties has been convicted of corruption or fraud in any jurisdiction of the United States.

- (g) The SOQ contains a statement that the Respondent team has the requisite development, design, construction, operations, and maintenance capabilities to carry out the Project responsibilities potentially allocated to it in the Project agreement.
- (h) Respondent makes the express, written commitments as required in Part B – Volume 3, Section 3.2 – Personnel Qualifications.
- (i) The SOQ contains a statement regarding the Respondent’s Experience Modification Rate (“EMR”). The Respondent will submit a copy of the EMR for the Lead Contractor (or joint venture partners if applicable) and other subcontractors identified in the SOQ as a measure of the Respondent’s safety record. If the rate is above 1.2, or has been rising over the past three years, a written explanation shall be provided. For companies that do not have an EMR, a frequency rate table, accident incident rate, or similar statistics shall be provided indicating the safety record over the last five years by completing Form H (Safety Record).
- (j) The SOQ contains a statement that the Respondent will comply with all applicable federal and D.C. laws and regulations.

### **6.3 Responsibility Determination**

In addition to the minimum requirements set forth in Part A, Section 6.2 (Minimum Requirements Review), the Contracting Officer must issue a determination of Respondent responsibility based on convincing evidence which demonstrates to the satisfaction of the District that neither:

- (a) the information disclosed in Form D (Certification) and/or in response to Part B – Volume 1, Section 1.2.10 – Legal Information; or
- (b) the safety record of the Respondent, as shown on the EMR(s) required to be submitted pursuant to Part B – Volume 2, Section 2.6 – Experience Modification Rating and/or the information disclosed in Form H (Safety Record)

materially adversely affects the Respondent’s ability to carry out the Project responsibilities potentially allocated to the Respondent in the Project Agreement. The District may cease further evaluation of SOQs that do not satisfy the requirements of this Part A, Section 6.3.

#### 6.4 Qualifications Evaluation Criteria and Weighting

Each responsive SOQ that passes the minimum requirements review and responsibility determination described above will be evaluated and scored according to the criteria set forth below.

Evaluation Criteria	Total Points
Technical Qualifications	40
Financial Qualifications	40
Approach to Project (Technical & Financial)	20
<b>Maximum Points Available</b>	<b>100</b>

##### 6.4.1 Technical Qualifications (40 Points Maximum)

The evaluation team will evaluate each Respondent's technical qualifications in accordance with the criteria set forth below:

- (a) The extent and depth of the technical capability of the Respondent and its Equity Members and Major Non-Equity Members with respect to the following: (i) design and construction of street lighting; (ii) operations and maintenance of street lighting or government-sponsored or owned infrastructure; and (iii) the design, installation, and integration of broadband internet network infrastructure (**20 points**);
- (b) The extent and depth of the technical capability of the Respondent and its Equity Members and Major Non-Equity Members with the delivery of comparable projects or elements comparable to the elements of the Project (**15 points**); and
- (c) The extent and depth of the experience of the Respondent in delivering projects featuring DBE participation goals, including its track record of meeting or exceeding applicable participation goals for Projects of a similar size and scope or demonstrating good faith efforts in the pursuit of such goals (**5 points**).

##### 6.4.2 Financial Qualifications (40 Points Maximum)

The evaluation team will evaluate each Respondent's financial qualifications in accordance with the criteria set forth below:

- (a) The extent and depth of the Equity Members' experience (i) in investing equity and structuring financing sources to obtain committed financing for proposals for, and achieving financial close on, comparable projects using a wide-assortment of financial products and (ii) in delivering the

construction, operations, and maintenance of comparable projects (**20 points**); and

- (b) The extent to which the Respondent demonstrates that each of the Equity Members, Major Non-Equity Members, and the Financially Responsible Parties have the financial capability to carry out their respective Project responsibilities as demonstrated by the materials provided in response to Part B, Volumes 2 and 3 and taking into consideration such factors as (i) profitability, (ii) capital structure, (iii) ability to service existing debt, (iv) ability to invest equity, and (v) the nature and extent of other commitments and contingencies (**20 points**).

#### **6.4.3 Approach to Project (20 Points Maximum)**

Respondent's approach to the Project (as referenced in Part B, Volume 1, Section 1.3 – Approach to Project) will be evaluated in accordance with the following criteria:

- (a) **Technical (10 points):** The extent to which the approach to delivery of the technical elements of the Project demonstrates:
- (i) A proposed organization and management structure that can successfully coordinate and deliver the Project;
  - (ii) An understanding of and a sound approach to activities to be undertaken with respect to the development, design, construction, and general oversight/quality control of the Project;
  - (iii) An understanding of the Project-specific risks and potential solutions (regardless of risk ownership) that may arise during the development, design, and construction of the Project;
  - (iv) A focus on robust and efficient quality management and oversight;
  - (v) The ability to provide sufficient levels of qualified labor and personnel (including, as appropriate, local labor, firms, and personnel), materials, and equipment to undertake the Developer's anticipated obligations under the Project Agreement in a manner which will provide for timely completion of the development, design, and construction of the Project and to avoid delays or interruptions to such work;
  - (vi) An understanding of how to structure and carry out a DBE subcontracting plan that will facilitate DBE participation in the delivery of the Project;
  - (vii) An understanding of and sound approach to facilities maintenance and total life-cycle costing of the Project, including Project-specific risks associated with operations, maintenance,

- and total life cycle costing, including securing the street light network (or other infrastructure systems) from cyberattacks; and
- (viii) The efficiency and effectiveness of Respondent's general approach to integrating the District and key stakeholders into project development, and in structuring the roles and relationships among the District, the Respondent, and third parties.
- (b) **Financial (10 points):** The extent to which Respondent presents a sound approach to financing the Project that demonstrates:
- (i) An understanding of the current market for project finance transactions and, in particular, the availability of nonrecourse project financing for a project of similar scope (including responsibility for operations and maintenance) and size as the Project;
  - (ii) An understanding of the tools, requirements, and key considerations involved in developing and implementing a deliverable financing plan for the Project;
  - (iii) A practical approval process for making equity investments in P3 projects;
  - (iv) An understanding of key risks and challenges relating to the financing of the project and an approach to addressing such risks and challenges; and
  - (v) The extent to which milestone payments would be helpful in minimizing the cost of the Project while still achieving the stated goals for the Project.

## 6.5 SOQ Evaluation Procedure

The District anticipates utilizing one or more committees to review and evaluate the SOQs in accordance with the above criteria. At various times during the deliberations, the District may request, in writing, clarification from the Respondent or may request the Respondent to verify or certify certain aspects of its SOQ. The scope, length, and topics to be addressed in any such clarification response shall be prescribed by, and subject to, the discretion of the District. The District may also schedule meetings (on a one-on-one basis) with all Respondents who pass the minimum requirements review and responsibility determination for the purpose of obtaining clarifications of the materials contained in the SOQs. The District may contact firm and personnel references supplied by the Respondent as well as other potential references not listed, including internal personnel of the District.

At the conclusion of this evaluation process, Respondents may be required to submit written confirmation of any clarifications provided during any such one-on-one meeting.

Upon receipt of requested clarifications as described above, if any, the SOQs will be re-evaluated to include the clarifications.

Evaluations of SOQs are subject to the sole discretion of the District and its staff, with assistance from such professional and other advisors as the District may designate. The District will make the final determinations of the Shortlisted Proposers, as it deems appropriate, in its sole discretion, and in the best interests of the Project and the District. Respondents should be aware and accept that by submitting SOQs the determination of the Shortlisted Proposers and contract award may require subjective judgments by the District.

Each Respondent will be notified in writing via e-mail and a hard copy letter whether or not it has been selected for prequalification.

## 6.6 Scoring Methodology

The Evaluation Committee(s) will review the submittals with reference to the evaluation factors specified in Part A, Section 6.5 (SOQ Evaluation Procedure) in accordance with the rating scale provided in this Section and will assign a quantitative rating for each of the evaluation factors.

### 6.6.1 Rating Scale

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

### 6.6.2 Application of Rating Scale

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

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

## **6.7 Changes in Approach to the Project**

By submitting an SOQ, Respondent acknowledges that the District is continuing its efforts to develop optimal approaches for the Project. Consequently, it is likely that the approaches to elements of the scope of work will change and evolve. The District wishes to encourage Respondents to continue their focus on, and evolution of, the best solutions. Accordingly, it is the District's intention to use the submitted approaches to the street lighting Project only for purposes of evaluating the SOQs. Shortlisted Proposers may modify, alter, and enhance their respective approaches to financing, development, design, construction, operations, and maintenance in conjunction with their Proposals, subject to compliance with the requirements of the RFP. Respondents may not, however, change their approach to the Project in a way that renders the SOQ a misrepresentation of Respondent's intentions and capabilities.

## **6.8 Participation on Other Respondent Teams and Changes in Respondent Organization**

### **6.8.1 Participation on Other Respondent Teams**

No Key Personnel, Equity Members, Major Non-Equity Members, or Financially Responsible Party of one Respondent team shall participate, in any capacity, on another Respondent team during the course of the procurement process; provided, if a Respondent is not prequalified pursuant to the RFQ evaluation process, the members of the unsuccessful Respondent team are thereafter free to participate on Shortlisted Proposer teams, subject to the requirements of Part A, Section 6.8.2 (Changes in Respondent Organization), Section 7.3 (Restrictions on Disclosure and Use of Data) and Section 7.5 (Conflicts of Interest).

### **6.8.2 Changes in Respondent Organization**

No removal, replacement, or addition of any Key Personnel, Equity Member, Major Non-Equity Member, or Financially Responsible Party set forth in the SOQ of a Shortlisted Proposer is permitted without the prior written consent of the District. If a Respondent wishes to make any such changes, then the Respondent shall submit to the Contracting Officer a written request for approval of the change as soon as the Respondent is aware of a need to do so. The District reserves the right to withhold its consent to any such change in the District's sole discretion. To qualify for the District's approval, a written request must document that the proposed removal, replacement, or addition will be equal to or better than the Key Personnel, Equity Member, Major Non-Equity Member, or

Financially Responsible Party provided in the SOQ. The District will use the criteria specified in this RFQ to evaluate all such requests. Any such change in Key Personnel, Equity Members, Major Non-Equity Members, or Financially Responsible Party must be submitted to the District’s Contracting Officer.

**6.9 Indicative RFQ and Overall Procurement Schedule**

The following schedule is preliminary, and is subject to revision in RFQ addenda or the RFP.

*Phase 1 – Request for Qualifications*

<b>Key Milestone</b>	<b>Date</b>
Issue RFQ	June 21, 2017
Deadline for submitting RFCs	July 6, 2017, 5 p.m. (Eastern)
Responses to Final RFCs Issued	July, 21, 2017
Last Date for Issuance of Amendments to RFQ	July, 21, 2017
SOQ Due Date	August 7, 2017, 5 p.m. (Eastern)
Clarification Meetings (if required)	August 21-31, 2017
Anticipated Notification of Shortlisted Proposers	September 2017

Exact dates have not been confirmed for RFP phase of this procurement. The District anticipates releasing a draft RFP to Shortlisted Proposers for their comment in 4Q 2017, with the final RFP released in 1Q 2018 following review by the Council. Commercial close is anticipated by the end of 3Q 2018 with financial close occurring in 4Q 2018.

## **7.0 Communications, Public Information, and Organizational Conflicts of Interest**

### **7.1 Improper Communications and Contacts**

The following rules of contact shall apply during the procurement for the Project, effective as of the date of issuance of this RFQ through the award of the Project Agreement. These rules are designed to promote a fair, competitive and unbiased procurement process. Additional rules or modifications to these rules may be issued by the District in connection with the draft RFP process and in the RFP. Contact includes face-to-face, telephone, facsimile, e-mail, or formal written communication, either directly or indirectly by an agent, representative, promoter or advocate.

The Point of Contact listed in the procurement documents will serve as the sole official coordinator of communication with the party making the inquiry. To be relied upon by all parties, all official communication must be written.

- (a) The Point of Contact shall be the sole contact for purposes of this procurement, the RFQ and the RFP. Respondents shall correspond with the District regarding the RFQ and RFP only through designated representatives (who initially shall be the Contracting Officer.)
- (b) Respondents, including any employee, member, agent, advisor, or consultant of a Respondent, shall not directly contact the following parties regarding the Project, including employees, representatives, members, consultants and advisors of the parties listed below, except as expressly permitted by this RFQ. The District will provide any necessary coordination during the RFQ stage with such parties in order to ensure that, among other things, the procurement shall be implemented in a fair, competitive and transparent manner and with uniform information:
  - (i) Any member or staff of the Council of the District of Columbia;
  - (ii) The Mayor of the District of Columbia;
  - (iii) Any employee of DDOT;
  - (iv) Any employee of OCTO;
  - (v) Any employee of OP3;
  - (vi) Any employee of any other District agencies;
  - (vii) Hunton & Williams LLP (Legal Advisor to OP3);
  - (viii) KPMG LLP (Financial Advisor to the District);
  - (ix) The technical advisor to the District on the Project;<sup>1</sup> and

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<sup>1</sup> NOTE TO RESPONDENTS: The technical advisor to the District on the Project is being procured.

- (x) FHWA or other federal entities and agencies involved with this procurement;

Any communications determined to be prohibited or improper, at the sole discretion of the Contracting Officer, may result in disqualification of the Respondent or the relevant member of the Respondent team.

## **7.2 Requirement for an Electronic Copy of SOQ to Be Made Public**

In addition to the SOQ submission requirements in Part A, Section 5.0 (SOQ Content and Submittal Requirements), the Respondent must submit an electronic copy of its SOQ, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code § 2-534, including a statement of the grounds for the claimed exemption. A Redacted digital copy of the Respondent's SOQ must be submitted on a USB flash drive (marked with the Respondent's name) to the Contracting Officer. Official Code § 2-536(b) requires the District to make available electronic copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, and the conclusion of any protest, appeal, or other challenge to the award, subject to applicable exemptions under the District of Columbia Freedom of Information Act ("FOIA") (D.C. Official Code §§ 2-531-539) and the P3 Act. Successful SOQs will be published on the OCP website in accordance with D.C. Official Code § 2-361.04, subject to applicable FOIA exemptions, if any. A determination of whether the Respondent is entitled to an exemption will be made by the Contracting Officer.

## **7.3 Restriction on Disclosure and Use of Data**

A Respondent shall identify those portions of its SOQ that the Respondent considers to be a trade secret or confidential commercial, financial, or proprietary information.

For trade secrets and confidential and proprietary information to be exempt from disclosure, the proposer must do all of the following:

- (a) Invoke exclusion on submission of the information or other materials for which protection is sought;
- (b) Identify with conspicuous labeling the data or other materials for which protection is sought;
- (c) State the reasons why protection is necessary; and
- (d) Fully comply with any applicable District law with respect to information that the proposer contends should be exempt from disclosure.

Respondents who include in their SOQ data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

*“This SOQ includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.”*

If, however, a contract is awarded to the Respondent as a result of, or in connection with, the submission of such data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District’s needs in the procurement process. This restriction does not limit the District’s rights to use, without restriction, information contained in a SOQ if such information is obtained from another source. The data subject to any such restriction must be contained in sheets marked with the following legend:

*“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this SOQ.”*

#### **7.4 Freedom of Information Act**

FOIA 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 set forth in DC Official Code § 2-534.

Subject to the exceptions specified in this Section 7.4 and in FOIA, all written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, and other graphic and visual aids submitted to the District during the procurement process, regardless of whether included in a SOQ or otherwise submitted will not be returned to the submitting Respondent. Respondents should familiarize themselves with the provisions of FOIA requiring disclosure of public information and exceptions thereto. In no event shall the District, OP3, DDOT, OCTO, or any of their agents, representatives, consultants, directors, officers, or employees be liable to a Respondent or a Respondent team member for the disclosure of any materials or information submitted in response to this RFQ.

##### **7.4.1 Disclosure Waiver**

Each Respondent, by submitting a SOQ, consents to the disclosures described in this RFQ, including the disclosures in this Section 7.4 and all other disclosures required by law, and expressly waives any right to contest, impede, prevent, or delay such disclosure, or to initiate any proceeding that may have the effect of impeding, preventing, or delaying such disclosure, under FOIA or any other law relating to the confidentiality or disclosure of information. Under no circumstances will the District be responsible for or liable to a Respondent or any other party as a result of the disclosure of any such materials. The Respondent further agrees to assist the District in complying with the disclosure requirements if the Respondent is selected as the Developer.

#### **7.4.2 Disclosure Process for Requests under FOIA**

All requests under FOIA for disclosure of the SOQs or information contained therein shall be processed in accordance with FOIA.

#### **7.4.3 Executive Summary**

The executive summary required pursuant to Part B, Volume 1 Section 1.1(b) is subject to release and disclosure to the public at any time and shall not contain a Respondent's confidential or proprietary information or trade secrets that the Respondent intends to be exempt from disclosure.

### **7.5 Conflicts of Interest**

#### **7.5.1 Organizational Conflicts of Interest**

Respondents must identify all relevant facts relating to past, present or planned interest(s) of the Respondent's team (including the Equity Members, Major Non-Equity Members, consultants, and subcontractors, and their respective chief executives, directors and key project personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this RFQ. This disclosure must be consistent with 27 DCMR § 2220 - 2222 and 27 DCMR § 4812.

The Respondent will disclose:

- (a) Any current contractual relationships with the District (by identifying the District contract number and project manager);
- (b) Any past contractual relationships with the District that involved any work or service described in 27 DCMR §§ 2221. - 2221.5;
- (c) Present or planned contractual or employment relationships with any current District employee; and
- (d) Any other circumstances that might be considered to create a financial interest in the contract for the Project by any current District employee if the Respondent is awarded the contract.

The foregoing are provided as examples only, and do not constitute a limitation on the disclosure obligations. In addition, the Respondent will:

- (a) Identify steps that have been or will be taken to avoid, neutralize or mitigate any organizational conflicts of interest for any fact, relationship or circumstance disclosed in response to this Section.
- (b) In cases where Members on different Respondent teams belong to the same parent company, each Respondent team must describe how the participants would avoid conflicts of interest through the qualification and proposal phases of the Project.

### **7.5.2 Other Organizational Conflicts of Interest**

The organizational conflict of interest rules found in 23 CFR § 636, Subpart A, including 23 CFR § 636.116, are expected to apply to this procurement. 23 CFR § 636.103 defines an “organizational conflict of interest” as follows:

“Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.”

Consultants and subconsultants who assisted the District in the preparation of the RFQ or supporting documents (including environmental reviews or similar documents) are not allowed to participate on a Respondent’s team. Respondents must provide information regarding all potential organizational conflicts of interest in its SOQ, including all relevant facts concerning any past, present, or currently planned interests that may present an organizational conflict of interest, and 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.

### **7.5.3 Certain Advisors**

Without limitation of this Section 7.5, the persons and entities set forth in Part A, 7.1(b)(viii) through (ix) (inclusive) are prohibited from participating on a Respondent team as an Equity Member, Major Non-Equity Member, Financially Responsible Party, contractor, subcontractor, consultant or subconsultant.

### **7.5.4 After Submittal of SOQ**

By submitting its SOQ, each Respondent agrees that, if an organizational conflict of interest is thereafter discovered, the Respondent will make an immediate and full written disclosure to OP3 that includes a description of the action that the Respondent has taken or proposes to take to avoid or mitigate such conflicts.

## **8.0 Protest Procedures; Debriefings**

Any actual or prospective Respondent or contractor who is aggrieved in connection with the procurement must file with the D.C. Contract Appeals Board ("Board") a protest no later than ten 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/RFQ which are apparent at the time set for receipt of initial Respondent submission shall be filed with the Board prior to the time set for receipt of initial submission. In procurements in which Respondent submissions are requested, alleged improprieties which do not exist in the initial solicitation/RFQ, but which are subsequently incorporated into the solicitation/RFQ, must be protested no later than the next closing time for receipt of Respondent submissions following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved Respondent shall also mail a copy of the protest to the Contracting Officer for the procurement.

## 9.0 Reserved Rights

The District may evaluate SOQs based on the anticipated completion of all or any portion of the Project. The District reserves the right to divide the Project into multiple parts, to reject any and all SOQs, and to re-solicit for new SOQs, or to reject any and all submissions and temporarily or permanently abandon the Project or any portion thereof. The District makes no representations, written or oral, that it will enter into any form of agreement with any Respondent for the Project and no such representation is intended to be, or should be, construed by the issuance of this RFQ. The District reserves the right to waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ, the RFP, or the Project Agreement, when deemed to be in the District's best interest.

As the procuring authority, OP3 reserves for itself and the District the following rights to the fullest extent permitted by law:

- 9.1 To reject any and all proposals, at any stage of the procurement process and under either the solicited or unsolicited procurement processes for any reason at any time;
- 9.2 Not to prequalify any Respondents;
- 9.3 To disqualify any Respondent that changes its SOQ without the District's approval;
- 9.4 To disqualify any Respondent or Shortlisted Proposer from the procurement for violating any rules or requirements of the procurement specified in this RFQ or the RFP;
- 9.5 To withdraw or cancel this RFQ or any RFP in whole or in part, or terminate the review of any SOQs or Proposals, at any stage of the procurement process;
- 9.6 To negotiate with a Respondent at any time during the procurement process, without being bound to any provision in the proposal;
- 9.7 To request additional information or clarification regarding any SOQ or proposal at any time;
- 9.8 To waive minor errors, omissions, or irregularities in a response to any requests and determine if such occurrence is minor in nature;
- 9.9 To issue addenda to and/or cancel any procurement;
- 9.10 To revise the evaluation factors or methodology prior to the SOQ submission deadline;
- 9.11 Not to issue an RFP;
- 9.12 To develop some or all of the Project itself or through another entity;

- 9.13 To disclose information submitted to the District as permitted by this RFQ or applicable law; and
- 9.14 To exercise its discretion in relation to the matters that are the subject of this RFQ as it considers necessary or expedient in light of all circumstances prevailing at the time which the District considers to be relevant.

In no event shall the District be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Project Agreement, in form and substance satisfactory to the District, has been authorized and signed by the District and, then, only to the extent set forth therein. In submitting an SOQ in response to the RFQ, the Respondent is specifically acknowledging these disclaimers.

## 10.0 Administrative Requirements

In addition with the specific submittal requirements set forth in Part A, Section 5.0 (SOQ Content and Submittal Requirements), the following terms and conditions will apply:

- 10.1 Respondents and their SOQs must, at the time of submission, comply with the law and nothing herein is intended to contradict or supersede any applicable District or federal laws and regulations.
- 10.2 Should the District wish to select a Respondent as a Shortlisted Proposer pursuant to the SOQ evaluation process described in this RFQ, prior to such selection the Respondent will be required to provide documentation to OP3 demonstrating that the Respondent's Equity Members, Major Non-Equity Members, and Financially Responsible Parties are qualified to lawfully conduct business in the District.
- 10.3 The Developer will be required to follow federal Equal Employment Opportunity laws and policies.
- 10.4 The District does not discriminate against a Respondent because of race, religion, color, sex, national origin, age, disability, low income, or any other basis prohibited by District or federal law relating to discrimination in employment.
- 10.5 The Project Agreement will be subject to all applicable federal regulations, including Title VI of the Civil Rights Act of 1964, as amended (and its applicable implementing regulations).
- 10.6 The Buy American Act, the Davis-Bacon Act, and the Service Contract Act will be applicable to the Project.

## **PART B – STATEMENT OF QUALIFICATIONS**

Respondents are required to assemble their SOQ in the order prescribed and to follow the outline contained in this Part B. Italics indicate explanations or instructions to Respondent as opposed to a request for information. For the convenience of Respondents, an outline of the submittal requirements is set forth in Appendix 2 (SOQ Submittal Outline).

## 1. VOLUME 1

### 1.1. Volume 1 Contents

Volume 1 of the SOQ shall contain the following:

(a) **Form A (transmittal letter).** A duly authorized official of Respondent or lead firm must execute the transmittal letter. For Respondents that are joint ventures, partnerships, limited liability companies, or other associations, the transmittal shall be appended with letters on the letterhead stationery of each Equity Member, executed by authorized officials of each Equity Member, stating that representations, statements and commitments made in the SOQ on behalf of the Equity Member's firm have been authorized by, are correct, and accurately represent the role of the Equity Member in the Respondent team. All signatures must be original and signed in ink.

(b) **Executive Summary:** An Executive Summary, not exceeding five pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Respondent's SOQ and its ability to satisfy the financial and technical requirements of the Project. The Executive Summary shall identify each Equity Member, each Major Non-Equity Member and each Financially Responsible Party and briefly describe the role, headquarter office location and qualifications of each Equity Member, and its experience in performing comparable projects. The Executive Summary shall address why the Respondent wants to become the Developer.

(c) **Confidential Contents Index:** A page executed by the Respondent that sets forth the specific items (and the section and page numbers within the SOQ at which such items are located) that the Respondent deems confidential information protected by FOIA. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for the District to treat the entire SOQ as public information. Notwithstanding the foregoing, the list required under this Subsection (c) is intended to provide input to the District as to the confidential nature of a Respondent's SOQ, but in no event shall such list be binding on the District, determinative of any issue relating to confidentiality or a request under FOIA, or override or modify the provisions of FOIA, the P3 Act, or the District's responsibilities thereunder.

(d) **No Conviction:** Respondents shall certify that no director, officer, partner, owner, or other individual with direct and significant control over the policy or finances of the Respondent's Equity Members, Major Non-Equity Members, Financially

Responsible Parties, or any other private entity that is a member of the Respondent's team has been convicted of corruption or fraud in any jurisdiction of the United States.

(e) **Qualification Confirmation:** Each Respondent shall confirm in writing that if it is designated the preferred Proposer pursuant to the RFP, the Developer organized by the Respondent and each of the Developer's subcontractors will be lawfully qualified to do business in the District at the time that the Developer enters into the Project Agreement with the District.

(f) **Amendments:** Respondents shall acknowledge receipt of any amendment to this solicitation.

## **1.2. Respondent Structure and Experience**

Respondents shall provide the following information relevant to qualifications of Respondent, its Equity Members, the lead or managing entity member of the Respondent team, all Major Non-Equity Members and any other team members that the Respondent wishes to identify in its SOQ. Respondent must identify all Major Non-Equity Members.

### **1.2.1 Respondent**

Identify the legal name of Respondent. If the name is an assumed or fictitious name, identify underlying names. Identify a single point of contact (a real person) and include the following information: name, title, address, telephone number and e-mail address. Identify the legal name and nature of the Respondent and the state of its organization. If Respondent is a consortium, partnership or any other form of a joint venture, the SOQ shall contain an executed teaming agreement, but if an executed teaming agreement does not yet exist, the SOQ shall contain the summary of the key terms of the anticipated agreement, including the percentages of ownership, roles of the various parties and anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1.

### **1.2.2 Equity Members**

For each Equity Member of the Respondent, identify the entity's role, planned equity ownership percentage, and the entity's legal nature and state of organization. Identify, additionally, each Equity Member's Financially Responsible Party and its address, if applicable, and indicate whether an Equity Member is also the Lead Contractor, a Lead Contractor Member, the Lead Engineer, a Lead Engineer Member, or the Lead O&M Contractor. If an Equity Member is a joint venture, consortium, partnership or limited liability company, describe all of the foregoing for each member firm of the joint venture, consortium, partnership or limited liability company.

### **1.2.3 Major Non-Equity Members and Other Identified Non-Equity Members**

Identify all Major Non-Equity Members and any other team members that the Respondent wishes to identify (e.g., financial and legal advisors) in its SOQ at this time (“Other Identified Non-Equity Member”). For each Major Non-Equity Member and Other Identified Non-Equity Member of the Respondent, identify the entity’s role and the entity’s legal nature and state of organization. If any of the Lead Contractor, the Lead Engineer, or the Lead O&M Contractor is a consortium, partnership, or any other form of joint venture, the SOQ shall contain an executed teaming agreement, but if an executed agreement does not yet exist, the SOQ shall contain a summary of the key terms of the anticipated teaming agreement, including percentages of ownership, roles of the various parties, and anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1. Respondents shall not include more than one Lead Contractor, Lead Engineer, or Lead O&M Contractor (provided that the foregoing does not preclude the Lead Contractor, Lead Engineer, or Lead O&M Contractor from being a consortium, partnership, or any other form of joint venture as otherwise contemplated in the RFQ). If the Lead Contractor, Lead Engineer, or Lead O&M Contractor is structured as a consortium, partnership, or other form of joint venture, as applicable, it must be structured on a joint and several basis.

### **1.2.4 Management Structure**

Describe Respondent’s management structure, including its teaming arrangements, allocation of roles and responsibilities within the Respondent team, and how the Respondent will institutionally operate. Describe how the Respondent’s management structure will facilitate completion of all work required for the Project. Describe the Respondent’s approach and philosophy towards achieving a cooperative, partnership environment among the Respondent team members and the Respondent team’s ability to interface successfully with the District and the District’s consultants.

### **1.2.5 Form B and Organizational Charts**

Provide Form B (Team Summary). Provide an organizational chart which sets forth the Respondent structure, teaming arrangements, and reporting requirements. The organizational charts must show the flow of the “chain of command” with lines identifying participants who are responsible for major functions to be performed and their reporting relationships in managing, designing, building, financing, operating and maintaining the Project. The charts must show the functional structure of the organization down to the design discipline leader or construction superintendent level. Identify the critical support elements and relationships of project management, project administration, construction management, operation and maintenance management, quality control, safety, environmental compliance and subcontractor administration.

A separate organizational chart covering Key Personnel, defined as those individuals identified in Part B, Volume 3, Section 3.2, shall also be provided.

### **1.2.6 Team Structure**

Describe how the Respondent team is structured and why it has been so structured. Explain how that structure will promote success for the Project and to the District and result in the formation of a beneficial long-term partnership with the District. Describe how similar structures and approaches have resulted in successful delivery of comparable projects.

### **1.2.7 Relevant Experience**

Describe relevant experience held by the Respondent, Equity Members of the Respondent (for entities that invest equity through one or more funds or vehicles under common or similar management or ownership, the experience of all such funds and vehicles may be included), and Major Non-Equity Members, as applicable, with:

- (a) Design and construction of street lighting and SCT projects.
- (b) Operation and maintenance of street lighting, or government-sponsored or owned infrastructure projects delivered under a public-private partnership.
- (c) Public-private partnership, comprehensive development, and exclusive development agreements for government-sponsored or owned infrastructure projects to which such entity has been party with a construction value of \$70 million or more.
- (d) Success in financing project finance and public-private partnership projects (both equity and debt) with specific focus on government-sponsored or owned infrastructure projects.
- (e) As to the Respondent and its Equity Members only, participation as an Equity Member in availability payment concessions.
- (f) Success in delivering projects similar in scope, scale, and complexity to the Project on schedule and within budget, while successfully integrating design, construction, site development, and safety.
- (g) With respect to the projects and experience provided pursuant to clauses (a)–(f) above, describe whether such projects featured DBE participation goals and, if so, the size of the goals and whether the Respondent met or exceeded the goals or was otherwise found by the project owner to have demonstrated good faith efforts in pursuit of such goals.

Include up to eight projects in the aggregate for the entire Respondent team, with respect to the above categories of this Section, in which the entity played a significant role during the past five years (measured from the date of issuance of this RFQ). For each project, include a project description describing the role of the entity on such project, relevance of the project and the entity's experience to the Project, and why that experience will provide value to the District should the Respondent be awarded the

Project Agreement. For projects listed in response to items (d) and (e) of this Section, also provide information on the equity investors (including percentage interests), lenders, equity raised, finance raised, and finance structure.

The Respondent may list the experience of any Equity Member who will directly or indirectly be an equity owner of the Developer. Project experience from affiliates of Equity Members is acceptable, if a direct or indirect common parent entity is a Financially Responsible Party of the Equity Member.

### **1.2.8 Project Information -Forms E and F**

With respect to each project identified pursuant to Part B, Volume 1, Section 1.2.7, provide in Form E (Project Information) the following:

- (a) Project name and contract number;
- (b) Owner's name, address, contact name and current e-mail address, and telephone phone number;
- (c) Dates of work performed (if applicable);
- (d) Project description;
- (e) Project construction value (or financing value if entity's role involved financing);
- (f) Annual operations and maintenance value (if the entity's role involved operations and maintenance);
- (g) Description of work and percentage actually performed by such entity;
- (h) Project outcome or current status (including identification, and a description, of an increase in the original contract amount by the greater of \$500,000 or five percent of the original contract amount, and any time extensions for completion or for any other deadlines or milestones, and the reasons for such increases or time extensions, as applicable).

For design firms, projects, or contracts listed that were traditional design-bid-build consultant/engineering services contracts (rather than, for example, design-build contracts), the information provided shall be limited only to the consultant/engineering services contract, rather than any ensuing construction or operations and maintenance contract where such entity had limited or no involvement. For construction firms, for projects or contracts listed using the traditional design-bid-build delivery method, the information provided shall be limited only to the construction contract, rather than any design or operations and maintenance contract where such entity had limited or no involvement.

With respect to each concession contract and public-private partnership project identified pursuant to Part B, Volume 1, Section 1.2.7 by Equity Members, where such Equity Member acted in a role as a concessionaire/private partner/Equity Member in connection with such project, provide in Form F (Concession and PPP Experience) the company name, project name and location, project size, debt amount and gearing, date of financial close, start dates, percent of works completed by June 1, 2017, level of company's participation and type of concession or payment mechanism. The completed Form F (Concession and PPP Experience) shall be in addition to the information provided regarding the projects in Form E (Project Information). Form E (Project Information) and Form F (Concession and PPP Experience) should demonstrate the Respondent's ability to structure, negotiate and successfully obtain financing for comparable projects and Respondent's familiarity with the types of financing structures and instruments potentially available.

Respondents are requested to verify that all contact information is correct, and are advised that if any contact information provided is not current, the District may elect to exclude the experience represented by that project in determining the Respondent's qualifications. For any entity identified in the SOQ for which experience and qualifications have not been provided pursuant to Part B, Volume 1, Section 1.2.7, the Respondent may, but is not required to, briefly describe their qualifications and experience in performing the role that the Respondent proposes to allocate to them. The description need not be lengthy or go into the level of detail sought in Part B, Volume 1, Section 1.2.7.

#### **1.2.9 Key Personnel**

List the Respondent's Key Personnel for the Project, defined as those individuals identified in Part B, Volume 3, Section 3.2. Respondent must describe the relevance of each individual's experience to the Project and why that experience will provide value to the District should Respondent become Developer.

#### **1.2.10 Legal Information**

The following information shall be submitted:

##### **(a) Legal Issues**

Identify and explain any significant anticipated federal, District, or state legal issues relating to the Respondent, any Equity Members, and any Major Non-Equity Members that must be resolved in order to deliver the Project and to perform the Developer's obligations under a Project Agreement.

##### **(b) Legal Liabilities**

Provide a list and a brief description (including the contract value and amount at issue) of all instances during the last five years (measured from the date of issuance of this RFQ) involving (1) public-private partnership projects in North America; (2) government-sponsored or owned infrastructure projects in North America and (3) those projects listed pursuant to Part B, Volume 1, Section 1.2.7 in which the Respondent, any Equity

Member, any Major Non-Equity Member, or any Affiliate of the foregoing was (i) determined, pursuant to a determination in a court of law, arbitration proceeding, or other binding dispute resolution proceeding, to be liable for a material breach of contract, including all such determinations that, as of the date of the SOQ, may be appealable, (ii) terminated for cause, or (iii) was found not to have exercised good faith efforts in the pursuit of an applicable DBE participation goal. For each instance, identify an owner's representative with a current telephone number (and e-mail address if available).

For purposes of this Section and Section (c), "Affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Respondent, any Equity Member or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Respondent, any Equity Member or any Major Non-Equity Member), and any Financially Responsible Party, that, (a) within the past five years (measured from the date of issuance of this RFQ) have engaged in business or investment in North America or (b) have been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project listed by an entity pursuant to Part B, Volume 1, Section 1.2.7.

(c) Legal Proceedings

Provide a list and a brief description (including the contract value, amount at issue and resolution) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last five years (measured from the date of issuance of this RFQ) related to a (1) public-private partnership project in North America; and (2) government-sponsored or owned social infrastructure project in North America involving a claim or dispute between the project owner and the Respondent, any Equity Member, any Major Non-Equity Member or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) \$500,000 on projects with a contract value in excess of \$25 million. Include items that were subject to arbitration, litigation, dispute review board, or other formal dispute resolution proceedings even if settled without completion of the proceeding. For each instance, identify an owner's representative with a current telephone number (and e-mail address if available).

Include a similar list and description of all claims or disputes, if any, in connection with the projects included in the response to Part B, Volume 1, Section 1.2.7 involving an amount in excess of \$100,000, regardless of the contract value. For each instance, identify an owner's representative with a current telephone number (and e-mail address if available).

With respect to the information solicited in Part B, Volume 1, Sections 1.2.10(a), 1.2.10(b), and 1.2.10(c), failure to fully disclose this information, conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.) to requests or questions posed, incomplete or inaccurate submissions,

non-responsive submissions, or failure to provide information enabling the District to contact owner representatives may, in the sole discretion of the District, lead to a lower evaluation score or a “fail” rating for the team or disqualification from the procurement process.

(d) Construction Delay

List projects with a contract price of \$50 million or more that were completed within the past five years, or that remain under construction, in either case, by the Lead Contractor or a Lead Contractor Member for which there was, or is, a delay in completion of six months or more.

For each such project, identify:

- i. the applicable Lead Contractor or Lead Contractor Member;
- ii. the name and location of the project;
- iii. a description of the project (including contract price);
- iv. the contact information (project manager name, phone number, e-mail address) of the owner or developer;
- v. the construction start date;
- vi. the original scheduled date for completion;
- vii. the actual date of completion (or if completion has not yet been achieved, the anticipated date of completion); and
- viii. an explanation of the cause of the delay and steps taken to mitigate the delay.

**1.3. Approach to Project**

The Respondent shall describe how it approaches the development, design, construction, financing, operations and maintenance of projects of similar scope and nature to the Project, including:

**1.3.1 General Approach to the Project**

A description of the Respondent’s conceptual plan to design, construct, finance, operate and maintain the Project, including a discussion of life-cycle cost analysis for alternatives, commitment of resources, and the use of subcontractors and suppliers. The description shall include:

(a) A description of the Respondent’s general approach to advancing Project development, including how the Respondent team anticipates the allocation of responsibilities among its team members;

(b) An overview of the Respondent’s general approach to the management of design, construction, operations, and maintenance, including quality control/quality assurance, and project oversight;

(c) A description of the Respondent’s general approach to developing and carrying out DBE subcontracting plans for comparable Projects and how such experience will inform the development and execution of a DBE subcontracting plan for the Project;

(d) A description of the Respondent’s general approach to interfacing operations, creation of a suitable and sustainable environment for users, maximization of efficiencies among consolidated functions, permitting, and including utility relocation;

(e) A description of risks impacting the design, construction, operations, and maintenance of the Project and the Respondent’s approach to mitigating such risks (without regard to which party may bear responsibility for a particular risk in the Project Agreement);

(f) A description of the Respondent’s general approach to arranging a non-recourse project financing (which takes into account current market conditions), including a list of anticipated timelines and milestones to obtain financial commitments and to close a major project financing and a discussion of key risks and challenges to financing the Project and the Respondent’s approach to addressing such risks and challenges;

(g) A discussion of the extent to which milestone payments would be helpful in minimizing the cost of the Project while still achieving the stated goals for the Project; and

(h) A description of (i) the preferred approach to the selection of a lender, private placement agent, or lead underwriter, as applicable and (ii) the process the Respondent must undertake to obtain equity investment(s) for the Project. If a lender, private placement agent, or lead underwriter has already been selected by the Respondent, state how the lender, private placement agent, or lead underwriter, as applicable, was selected and why the lender, private placement agent, or lead underwriter, as applicable, was preferred (note the Respondent is not required to select a lender, private placement agent, or lead underwriter at this time).

### **1.3.2 Relationships, Roles and Responsibilities**

Describe the Respondent’s view of the roles and responsibilities of the District, the Respondent, and third parties in connection with the development, design, construction, financing, operation, and maintenance of the Project (in terms of

allocation of work, implementation, project delivery, and long-term operations and maintenance). Describe the Respondent's view of the optimal relationship between the Respondent and the District, and the anticipated nature of the District participation sought by the Respondent in connection with the Project, and how such participation will achieve success. Identify what the Respondent views as the most significant risks to the parties with respect to the development, design, construction, operation, maintenance, and financing of the Project, and how those risks can be addressed, mitigated, or allocated so as to provide best value to the District.

### **1.3.3 Availability of Resources**

Describe the following:

(a) Respondent's approach to ensuring that sufficient levels of qualified labor and personnel, and required materials and equipment, will be available to the Respondent for commitment to the Project so as to provide for the development, design, and construction of the Project in a timely manner without delays or interruptions to such work.

(b) The current backlog of the Respondent, each Equity Member, and each Major Non-Equity Member, and their capacities to perform the work necessary for the Project.

(c) Discuss contingent capital commitments of each Equity Member, and their capacities to fund currently outstanding commitments in addition to the Project.

## **2. VOLUME 2**

Respondents shall package the information separately for each separate entity with a cover sheet identifying the name of the entity and its role in the Respondent's team (i.e., Equity Member, Financially Responsible Party, Lead Contractor, Lead Engineer, Lead O&M Contractor, subcontractor, etc.).

Volume 2 of the SOQ shall contain the following items:

### **2.1. Section A: Financial Statements**

#### **2.1.1 Requirements**

Provide financial statements for the Respondent, each Equity Member, Lead Contractor, Lead O&M Contractor, and each Financially Responsible Party for the three most recently completed fiscal years. In each case, if the entity is a consortium, partnership or any other form of a joint venture, provide financial statements for all such members. As referred to in this RFQ, "Financial Statements" include the following:

- (a) Opinion Letter (Auditor's Report) for audited financial statements (if audited financials are available);
- (b) Balance Sheet;
- (c) Income Statement;
- (d) Statement of Changes in Cash Flow; and
- (e) Footnotes audited by a certified public accountant in accordance with generally accepted accounting principles ("GAAP") or International Financial Reporting Standards ("IFRS") for audited financial statement.

#### **2.1.2 Additional Requirements**

In addition, Financial Statements must meet the following requirements:

- (a) GAAP/IFRS: Financial Statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles ("U.S. GAAP") or International Financial Reporting Standards ("IFRS"). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required. The District reserves the right to request clarification or additional Information, as needed, in order to facilitate its review of those financial statements.

(b) U.S. Dollars: Financial statements should be provided in U.S. dollars if available. If financial statements are not available in U.S. dollars, the Respondent must include summaries of the Income Statements, Statement of Changes in Cash Flow, and Balance Sheets for the applicable time periods (the three most recently completed fiscal years) converted to U.S. dollars by a certified public accountant based on prevailing exchange rates as of the date of release of this RFQ. If the financial statements are converted from a foreign currency into U.S. dollars, the conversion method(s) must be explained in an attachment and must be reasonable.

(c) Audited: Financial Statements must be audited by an independent party qualified to render audit opinions (e.g. a Certified Public Accountant). If audited financials are not available for an entity, the SOQ shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive, chief financial officer, or treasurer (or equivalent position or role) of the entity.

(d) English: Financial Statement information must be prepared in English. If audited financial statements are prepared in a language other than English, then translations of all financial statement information must be accompanied with the original financial statement information. Translation at the average period rate for income statements and cashflow statements and period end rate for balance sheet statements shall be appropriate.

(e) Newly Formed Entity: If the Respondent, Equity Member of Respondent, Lead Contractor, Lead O&M Contractor, or Financially Responsible Party is a newly formed entity and does not have independent financial statements, financial statements for the equity owners of such entity shall be provided (and the entity shall expressly state that the entity is a newly formed entity and does not have independent financial statements).

(f) SEC Filings: If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed 10K.

(g) Confidentiality: Respondent shall identify any information which it believes is entitled to confidentiality by placing the word "confidential" on each page as described in Part A, Section 7.3 (Restrictions on Disclosure and Use of Data).

(h) Format: Respondent must also submit standard unlocked and unprotected Microsoft Excel workbooks containing the balance sheet, income statement and statement of cash flows as disclosed in each set of the audited financial statements. For each entity providing financial statements, one worksheet should be used for each of the balance sheet, income statement and statement of cash flows, with

figures for each of the three most recent years in separate columns, in chronological order, from left to right.

## **2.2. Section B: Additional Financial Information**

### **2.2.1 Material Changes in Financial Condition**

(a) Provide information regarding any material changes in financial condition for the Respondent, each Equity Member, the Lead Contractor, Lead O&M Contractor, and each Financially Responsible Party (if any of the foregoing are a consortium, partnership or any other form of a joint venture, for all such members) for the past three years and anticipated for the next reporting period.

(b) If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer or treasurer (or equivalent position or role) so certifying.

(c) In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated association changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the Project development, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability and resolve of the Respondent, each Equity Member, each Financially Responsible Party, the Lead Contractor, and the Lead O&M Contractor, as applicable, to remain engaged in this procurement and submit a responsive Proposal.

(d) Estimates of the impact on revenues, expenses, and the change in equity will be provided separately for each material change as certified by the chief executive officer, chief financial officer, or treasurer (or equivalent position or role).

(e) References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

(f) If a material change will have a negative financial impact, then the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future.

(g) If the financial statements indicate net losses in each of the three completed fiscal years (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

(h) Set forth below is a representative list of events intended to provide examples of what the District considers a material change in financial condition. This list is intended to be indicative only. At the discretion of the District, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

List of Representative Material Changes:

- An event of default (or a declaration of default by any lender even if disputed by Respondent) or bankruptcy involving the affected entity, or the parent corporation of the affected entity;
- A change in tangible net worth of 10% or more of shareholder equity;
- A sale, merger, or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger, or acquisition which in any way involves the affected entity or parent corporation of the affected entity;
- A downgrade in credit rating by any credit rating agency for the affected entity or parent corporation of the affected entity;
- Non-payment of any debt service;
- Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors, or other loan stipulations, or additional credit support from shareholders or other third parties;
- In the current and three most recent completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding five percent of the then shareholder equity due to claims, changes in accounting, write-offs, or business restructuring; or (iii) implements a restructuring or reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity;
- Other events known to the affected entity which represent a material change in financial condition over the past three years, or may be pending for the next reporting period.

**2.2.2 Off-Balance Sheet Liabilities**

Provide a letter from the chief financial officer or treasurer (or equivalent position or role) of the entity or the certified public accountant for each entity for which financial information is submitted, identifying all off balance sheet liabilities in excess of \$25 million dollars in the aggregate.

### **2.2.3 Credit Ratings**

The Respondent shall provide a list identifying (1) each entity for which financial statements are provided, (2) a statement indicating whether each entity has a credit rating, (3) and, if so, providing a copy of its most recent credit rating report(s).

### **2.2.4 Financial Qualifications – Summary Financial Information – Form G**

Provide a completed Form G (Financial Qualifications) summarizing the financial information for the Respondent, Equity Members of the Respondent, Lead Contractor, and any Financially Responsible Party. For entities that are fund managers of an investment fund, Form G (Financial Qualifications) must be provided for the fund manager, the limited partnership(s) constituting the investment fund, and the general partner(s) of the investment fund. Form G (Financial Qualifications) shall be certified by the chief executive officer, chief financial officer, or treasurer (or equivalent position or role) of the entity providing the information.

### **2.3. Section C: Financially Responsible Party Letter of Support**

If Financial Statements of Financially Responsible Party are provided to demonstrate financial capability of the Respondent, Equity Members of the Respondent, Lead Contractor, or Lead O&M Contractor, an appropriate letter from the applicable Financially Responsible Party must be provided confirming that it will financially support all the obligations of the Respondent, Equity Member of the Respondent, Lead Contractor, or Lead O&M Contractor, as applicable, with respect to the Project. This letter must be signed by the chief executive, chief financial officer, treasurer (or equivalent position or role) of the Financially Responsible Party.

If a Financially Responsible Party is identified for the Lead Contractor, then such Financially Responsible Party may, in the District's sole discretion, be required to guarantee the performance of the Lead Contractor on terms satisfactory to the District.

Respondents shall note that the District may, in its discretion based upon the review of the information provided, or Respondent's form of organization, specify that an acceptable Financially Responsible Party is required as a condition precedent prior to prequalification. If the Respondent's Lead Contractor is a limited liability entity or a newly formed entity, a Financially Responsible Party must be identified and included with respect to the Lead Contractor's obligations relating to the Project (and all information required of Financially Responsible Parties must be provided).

For purposes of this Section, (i) "parent company" means parent companies at any tier and (ii) "affiliate company" means (A) subsidiary companies at any tier, (B) entities under common ownership, (C) joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Respondent, any Equity Member, or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Respondent, any Equity Member, or any Major Non-Equity Member), and other Financially Responsible Parties for the entity.

## 2.4. Section D: Surety or Bank/Financial Institution Letter

Provide a letter from an Eligible Surety indicating that the Respondent team is capable of obtaining both a payment bond (or bonds) and a performance bond (or bonds), each in an aggregate stated amount of 100% of the construction costs of the Project, which is currently estimated to be \$100 million,<sup>2</sup> as evidence of the Respondent's or Lead Contractor's bonding capacity. Letters indicating "unlimited" bonding capability are not acceptable. The letter must specifically state that the surety has read this RFQ and any addenda and evaluated the Respondent's (and, if applicable, Lead Contractor's) backlog and work-in-progress in determining its bonding capacity.

For purposes of this Section D, an "Eligible Surety" is a surety with an A.M. Best rating of at least A-, class XI, and that is included in the U.S. Treasury Circular 570. Evidence of the surety's rating shall be attached to the letter. The letter must specifically state that the surety/insurance company has read this RFQ and any addenda and evaluated the Respondent's (and, if applicable, Lead Contractor's) backlog and work-in-progress in determining its bonding capacity.

As an alternative to including the performance bond in the bonding surety letter required by this section, the Respondent may submit a letter from an Eligible Financial Institution indicating a willingness, without conditions or qualifications, to issue a letter or letters of credit for the Respondent or Lead Contractor as account party in an aggregate stated amount of \$100 million<sup>3</sup> at the time of the SOQ submission. If a bank or financial institution letter is provided, the Respondent must also provide a bonding surety letter for the payment bond(s) identified above. Any subsequent letter of credit shall be on terms satisfactory to the District.

In instances where the response to Part B, Volume 2, Section 2.2 contains descriptions of proposed or anticipated material changes in the financial condition, as applicable, of the Respondent, Lead Contractor or any other entity for which financial information is submitted as required hereby for the next reporting period, letters should include a certification that the Eligible Surety's or Eligible Financial Institution's analysis specifically incorporates a review of the factors surrounding the proposed or anticipated material changes in the financial condition of the Respondent, the Lead Contractor, or such other entity for which financial information is submitted, as applicable, and identify any special conditions which may be imposed before issuance of surety bonds or a letter of credit for the Project.

In instances where the response to Part B, Volume 2, Section 2.1.4 contains descriptions of proposed or anticipated material changes in the financial condition, as applicable, of the Respondent, Lead Contractor or any other entity for which financial information is

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<sup>2</sup> NOTE TO RESPONDENTS: Please note that the amount of payment and performance security actually required for the Project may be less than 100% of such costs pursuant to Section 702 of the District's Procurement Practices Reform Act of 2010 (PPRA), effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-357.02), as amended and incorporated by reference in the P3 Act.

<sup>3</sup> NOTE TO RESPONDENTS: Please note that the amount of payment and performance security actually required for the Project may be less than 100% of such costs pursuant to Section 702 of the District's Procurement Practices Reform Act of 2010, as amended and incorporated by reference in the P3 Act.

submitted as required hereby for the next reporting period, letters should include a certification that the Eligible Surety's or Eligible Financial Institution's analysis specifically incorporates a review of the factors surrounding the proposed or anticipated material changes in the financial condition of the Respondent, the Lead Contractor, or such other entity for which financial information is submitted, as applicable, and identify any special conditions which may be imposed before issuance of surety bonds or a letter of credit for the Project.

If a Respondent, Lead Contractor, or other entity to obtain the bonds or letters of credit is a joint venture, partnership, limited liability company, or other association, separate letters for one or more of the individual Equity Members are acceptable, as is a single letter covering all Equity Members of such entity. Each separate letter provided, however, must reference the specific portion of the \$100 million amount that the Eligible Surety or Eligible Financial Institution is indicating it is willing to provide. Statements such as "[the entity's] share of the work/bond amount" or the like are not acceptable.

The District has not yet determined the specific amount or form of payment and performance bonds or letters of credit that it will require for the Project. The requirement to provide the letters and the bond or letter of credit amounts referenced above are solely for the purposes of evaluating the Respondent's financial qualifications and should not be construed as an indication of the ultimate security requirements for the Project. Respondents are advised that the RFP may, to the extent commercially available, and determined appropriate by the District for the Project, require payment and performance bonds or letter of credit amounts in excess of the \$100 million amount referenced above. The District shall delineate such requirements, which will be consistent with applicable law, in the RFP.

## **2.5. Section E: Equity Funding Letter**

For each Equity Member, provide an equity funding letter. Equity Funding Letters will be used as supporting evidence of each Equity Member's capacity to fund its portion of the equity capital that may be required for the Project. Each Equity Funding Letter must comply with the following:

(a) If the Equity Member is an investment fund or intends to source its equity commitment through an investment fund, then the letter must be signed by the fund's general partner(s), and at a minimum must include the following items:

- i. **Approval Process:** Provide an overview of the completed to-date and remaining approval process (along with an indicative schedule) required to commit to and fund the required equity commitment for the Project;
- ii. **Funding Vehicle:** All anticipated sources of equity investment for the Project investment (e.g., life insurance companies, private sector, public sector and labor-sponsored pension funds, private equity funds, minority-owned investment funds, construction companies and facilities management providers) and their anticipated involvement (approximate

in percentage terms). Provide the name and structure (including details on the relationship to the Equity Member, if applicable) of the investment fund(s) that will ultimately carry this investment. Investment funds that have not achieved an initial closing will not be considered;

- iii. **Investment Capacity:** Provide supplemental information to the financial statements (as necessary) of the investment funds cited in paragraph (ii) to demonstrate the existence of existing and/or committed capital capacity for the Project, consistent with the likely total equity investment and the Equity Member's responsibility to provide the equity share percentage in the Respondent indicated pursuant to Part B, Volume 1, Section 1.2. Relevant information may include capital amounts already committed or subscribed, remaining commitments yet to be called and an anticipated call schedule, an allocation process for uncommitted funds, fundraising, etc., as well as whether a reserved allocation for the Project has been established; and
- iv. **Investment Criteria:** Provide (i) an explanation of why the Project is consistent with the Equity Member's investment policy, goals and requirements, and an acknowledgement that based on a preliminary review, the Project is more than likely to meet the investment policy requirements for the Equity Member and (ii) confirmation that the Equity Member is able to hold its investment in the Project without sale, securitization or other transfer until a date no earlier than two years following substantial completion of the Project's construction.

(b) If the Equity Member intends to fund its equity commitment through use of internal resources (e.g., a corporate entity supplying its own capital), the letter must be signed by the chief investment officer, the chief financial officer or the chief executive officer, and at a minimum shall include the following items:

- i. **Approval Process:** Provide an overview of the approval process required to commit to and fund the required equity commitment. This section should include an identification and description of any required board, investment committee or other formal approvals needed, as well as an indicative schedule for securing those approvals and countries of the investment fund advisor;
- ii. **Sourcing Commitment:** Identify where and how the equity commitment (consistent with the likely Project total equity investment and the Equity Member's responsibility to provide the percentage shown on Part B, Volume 1, Section 1.2 will be sourced and provide a narrative description of how competing allocation and capacity issues are considered among several project opportunities the Equity Member pursues simultaneously;

- iii. **Investment Capacity:** Provide supplemental information to the financial statements (as necessary) of the Equity Member to demonstrate the existence of existing and/or committed capital capacity for the Project, consistent with the likely total equity investment and the Equity Member's responsibility to provide the percentage indicated pursuant to Part B, Volume 1, Section 1.2. Relevant information may include capital amounts already committed or subscribed, remaining commitments yet to be called and an anticipated call schedule, an allocation process for uncommitted funds, fundraising, etc., as well as whether a reserved allocation for the Project has been established; and
- iv. **Investment Criteria:** Provide (i) an explanation of why this Project is consistent with the Equity Member's investment policy, goals and requirements, and an acknowledgement that based on a preliminary review, the Project is more than likely to meet the investment policy requirements for the Equity Member, if any, and (ii) confirmation that the Equity Member is able to hold its investment in the Project without sale, securitization or other transfer until a date no earlier than two years following substantial completion of the Project's construction.

To the extent that any Equity Member cannot positively demonstrate the existence of existing or committed capital capacity for the Project, then the District, in its sole discretion, reserves the right, but not the obligation, to request a guarantor, a Financially Responsible Party or additional Equity Members, or any combination of the foregoing, before or after the completion of the District's evaluation of the SOQ.

## **2.6. Section F: Experience Modification Rate**

The Respondent will submit a copy of the EMR for the Lead Contractor (or joint venture partners if applicable) and other subcontractors identified in the SOQ as a measure of the Respondent's safety record. If the rate is above 1.2, or has been rising over the past three years, a written explanation shall be provided. For companies that do not have an EMR, a frequency rate table, accident incident rate, or similar statistics will be provided indicating the safety record over the last five years by completing Form H (Safety Record).

### 3. VOLUME 3

Volume 3 of the SOQ shall contain the following:

#### 3.1. Section A – Forms C and D

Provide executed originals of Form C (Information Regarding Equity Members, Major Non-Equity Members, and Financially Responsible Parties) and Form D (Certification) for the Respondent, each Equity Member of the Respondent, each Major Non-Equity Member, and each Financially Responsible Party.

#### 3.2. Section B – Personnel Qualifications

Include separate resumes of not more than two pages each for the following Key Personnel and management staff:

- (a) Proposed project executive (if different from the project manager);
- (b) Proposed project manager;
- (c) Proposed deputy project manager(s);
- (d) Any other key members of Respondent’s management team (including any individual who is listed in an organizational chart at a level equal or higher than the individuals described in clauses (a) through (c) above);
- (e) Unless included in response to clauses (a) through (c) above, Respondent shall include the individuals proposed for the following job positions:
  - i. Project Manager;
  - ii. Lead Designer;
  - iii. Maintenance Manager;
  - iv. Operations Manager
  - v. Quality Manager;
  - vi. Lead Technology Designer;
  - vii. Lead Civil Engineer; and
  - viii. Lead Electrical Engineer.

Each resume shall state the specific role(s) above that the proposed “Key Personnel” would be fulfilling for the Project.

Three references for each of the project manager and the deputy project manager(s) and one reference for each other individual identified above must be supplied. If the project manager and deputy project manager(s) have worked on fewer than three projects during the past five years (measured from the date of issuance of this RFQ), then Respondent shall (i) affirmatively state that such individual has worked on fewer than three projects of similar scope, scale, and complexity as the Project during the past five years; (ii) include references for each of such projects; and (iii) include references for projects worked beyond the past five years so that the number of references equals three or more in total. References for each individual shall be placed on that individual's respective resume.

References shall be previous owners or clients with which the identified personnel have worked within the past five years (measured from the date of issuance of this RFQ) and shall include the name, position, company or agency, project name, performance time period, current postal and e-mail addresses, and telephone number. Respondents are requested to verify that contact information is correct, and are advised that if the contact information provided is not current, then the District may elect to exclude the experience represented in determining the Key Personnel's qualifications.

Provide an express, written statement from each entity employing such individuals stating that the individuals designated in the SOQ for the positions or roles described in clauses (a) through (e) of this Section shall be available to serve the role so identified in connection with the Project to the extent required to meet the District's schedule and quality expectations. Although the District recognizes personnel availability and scheduling issues impact the Respondents, Respondents are urged only to identify and proffer personnel who they reasonably believe will be available for, and intend to assign to work on, the Project for the positions identified.

Note that in order for a Respondent to remain qualified to submit a Proposal after it has been prequalified, the Respondent's Key Personnel as identified in the SOQ must remain intact for the duration of the procurement process (i.e., until execution of the Project agreement Documents), unless otherwise approved in writing by the District. If a Respondent wishes to make changes in Key Personnel identified in its SOQ, the Respondent shall submit to the District a written request for the District's approval of the change as soon as possible but in no event later than the date and time to be set forth in the RFP. The Respondent may not make any changes in any Key Personnel identified in its SOQ after this deadline, except for unusual circumstances beyond its control, in which case the District, in its sole discretion, will consider such requests.

Requests to change Key Personnel identified in this SOQ shall be transmitted to the RFQ Procurement Contact identified in this document, and shall include the information requested for the corresponding Key Personnel in the RFQ. The Respondent shall submit an original and five copies of each such request package. The District will review requests to implement changes in Key Personnel identified in this SOQ very carefully but is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole option and discretion. Failure to obtain the District's approval for such changes in Key Personnel during the procurement process may result in disqualification of the Respondent by the District.

## APPENDIX 1

### DEFINITIONS

“**AASHTO**” has the meaning set forth in Part A, Section 1.3 (Project Description and Scope).

“**Affiliate**” has the meaning set forth in Part B, Volume 1, Section 1.2.10(b).

“**ANC**” has the meaning set forth in Part A, Section 1.5 (Procuring Agency; Key Stakeholders).

“**Availability Payments**” means the recurring payments to be made by the District to the Developer subject to the terms specified in the Project Agreement.

“**Board**” means the D.C. Contract Appeals Board.

“**Business Improvement Districts**” or “**BIDs**” has the meaning set forth in Part A, Section 1.3 (Project Description and Scope).

“**Business Day**” means any day on which DDOT is officially open for business.

“**Council**” means the Council of the District of Columbia.

“**Contract Administrator**” means the representative of the District identified in Part A, Section 1.7 (Points of Contact).

“**Contracting Officer**” means the representative of the District identified in Part A, Section 1.7 (Points of Contact).

“**Data Room**” means the electronic data room that will be created by OP3 to give Shortlisted Proposers access to information related to the Project during the RFP stage of the procurement.

“**DBFOM**” has the meaning set forth in Part A, Section 1.3 (Project Description and Scope).

“**DC-Net**” has the meaning set forth in Part A, Section 1.3 (Project Description and Scope).

“**Developer**” means the entity identified, or otherwise established, by the successful Respondent to enter into the Project Agreement. The Developer shall develop, design, finance, construct, operate, and maintain the Project for the term of the Project Agreement.

“**DCOP**” has the meaning set forth in Part A, Section 2.2 (Historic Preservation).

“**DDOT**” has the meaning set forth in Part A, Section 1.1 (Overview of Opportunity).

“**Disadvantaged Business Enterprise**” or “**DBE**” has the meaning set forth in Part A, Section 3.2.1 (Disadvantaged Business Enterprises).

“**District**” means the District of Columbia.

**“Eligible Financial Institution”** means bank or financial institution having long-term, unsecured debt ratings of not less than “A-/A3” from one of the major national rating agencies.

**“Eligible Surety”** has the meaning set forth in Part B, Volume 2, Section 2.4.

**“Equity Member”** means each part of a Respondent’s team that will contribute equity to the Developer as part of such Respondent’s financing plan for the Project.

**“Experience Modification Rate”** or “EMR” has the meaning set forth in Part B, Volume 2, Section 2.6.

**“Financially Responsible Party”** means each parent company or other entity (in either case, if any) that is proposed by the Respondent to support and guarantee the obligations of an Equity Member or Major Non-Equity Member.

**“FHWA”** means the Federal Highway Administration.

**“FOIA”** means the District of Columbia Freedom of Information Act (D.C. Code §§ 2-532-539).

**“HPS”** has the meaning set forth in Part A, Section 1.3 (Project Description and Scope).

**“IES”** has the meaning set forth in Part A, Section 1.3 (Project Description and Scope).

**“IoT”** has the meaning set forth in Part A, Section 1.3 (Project Description and Scope).

**“Key Personnel”** has the meaning set forth in Part B, Volume 3, Section 3.2.

**“Lead Engineer”** means the entity (whether a single incorporated entity or an incorporated or unincorporated joint venture) with primary responsibility for preparation of the detailed plans and specifications for construction of the Project.

**“Lead Engineer Member”** means, if the Lead Engineer is a limited liability company, partnership, or joint venture, each member or partner (as applicable) of the Lead Engineer.

**“Lead Contractor”** means the entity (whether a single incorporated entity or an incorporated or unincorporated joint venture) with primary responsibility for the performance of construction work for the Project.

**“Lead Contractor Member”** means, if the Lead Contractor is a limited liability company, partnership, or joint venture, each member or partner (as applicable) of the Lead Contractor.

**“Lead O&M Contractor”** means the entity (whether a single incorporated entity or an incorporated or unincorporated joint venture) with primary responsibility for the performance of operations and maintenance work for the Project.

**“LED”** means light-emitting diode.

**“Major Non-Equity Member”** means, with respect to a Respondent, each of the following team members, but only if such team member is not also an Equity Member or Financially Responsible Party in respect of an Equity Member:

- (a) each Lead Contractor;
- (b) each Lead Engineer; and
- (c) each Lead O&M Contractor.

“**NEPA**” means the National Environmental Policy Act of 1969, as amended.

“**NHPA**” has the meaning set forth in Part A, Section 2.2 (Historic Preservation).

“**NCPC**” means the National Capital Planning Commission.

“**OCTO**” has the meaning set forth in Part A, Section 1.1 (Overview of Opportunity).

“**OP3**” has the meaning set forth in Part A, Section 1.1 (Overview of Opportunity).

“**Respondent**” means any company, team, or joint venture which submits an SOQ in accordance with this RFQ.

“**Other Identified Non-Equity Member**” means, with respect to a Respondent, any team member that is neither a Major Non-Equity Member, an Equity Member nor a Financially Responsible Party.

“**Pepco**” means the Potomac Electric Power Company.

“**SHPO**” has the meaning set forth in Part A, Section 1.5 (Procuring Agency; Key Stakeholders).

“**Shortlisted Proposer**” means a Respondent selected by the District pursuant to this RFQ to submit a Proposal in response to the RFP.

“**P3**” has the meaning set forth in Part A, Section 1.1 (Overview of Opportunity).

“**P3 Act**” has the meaning set forth in Part A, Section 1.1 (Overview of Opportunity).

“**Project**” has the meaning set forth in Part A, Section 1.1 (Introduction).

“**Project Agreement**” means the contract to design, build, finance, operate, and maintain the Project that the District will enter into with the Developer upon successful completion of the procurement.

“**Proposal**” means a proposal submitted by any Respondent in response to the RFP.

“**Public Space**” means all the publicly owned property between the property lines on a street, as further defined by 24 DCMR 399.

“**Request for Proposals**” or “RFP” means the solicitation that may be issued by OP3 to Shortlisted Proposers, and all applicable addenda.

“**Request for Qualifications**” or “RFQ” means this Request for Qualifications and all applicable addenda.

**“Shortlisted Proposer”** means a Respondent selected by the District pursuant to this RFQ to submit a Proposal in response to the RFP.

**“Smart City Technology”** or **“SCT”** has the meaning set forth in Part A, Section 1.3 (Project Description and Scope).

**“Social Infrastructure”** means a subset of the infrastructure sector that typically includes assets that accommodate social services, such as education, healthcare, public safety, corrections, government office, and recreation facilities.

**“Statement of Qualifications”** or **“SOQ”** means a qualifications package submitted to OP3 by a Respondent in response to this RFQ.

**“WAPs”** has the meaning set forth in Part A, Section 1.1 (Overview of Opportunity).

**“WGES”** means Washington Gas and Electric.

## APPENDIX 2

### SOQ SUBMITTAL OUTLINE

SOQ Component	Form (if any)	RFQ Section Cross-Reference
<b>VOLUME 1 – Submit 1 original and 15 copies of Volume 1</b>		
1. General		
(a) Transmittal Letter	Form A	Part B, Volume 1, Section 1.1
(b) Executive Summary (not to exceed 8 pages)	--	Part B, Volume 1, Section 1.1
(c) Confidential Contents Index	--	Part B, Volume 1, Section 1.1
(d) No Conviction Certification	--	Part B, Volume 1, Section 1.1
(e) Qualification Confirmation	--	Part B, Volume 1, Section 1.1
(f) Amendments Acknowledgement	--	Part B, Volume 1, Section 1.1
2. Respondent Structure and Experience		
(a) Respondent	--	Part B, Volume 1, Section 1.2.1
(b) Equity Members	--	Part B, Volume 1, Section 1.2.2
(c) Major Non-Equity Members and Other Identified Non-Equity Members	--	Part B, Volume 1, Section 1.2.3
(d) Management Structure	--	Part B, Volume 1, Section 1.2.4
(e) Respondent Team Summary	Form B (may be attached as an appendix)	Part B, Volume 1, Section 1.2.5
(f) Organization Chart – Respondent Structure	--	Part B, Volume 1, Section 1.2.5
(g) Organization Chart – Key Personnel	--	Part B, Volume 1, Section 1.2.5
(h) Team Structure	--	Part B, Volume 1, Section 1.2.6
(i) Relevant Experience	--	Part B, Volume 1, Section 1.2.7
(j) Project Information	Form E (may be attached as appendix)	Part B, Volume 1, Section 1.2.8
(k) Alternative Project Delivery Experience	Form F (may be attached as appendix)	Part B, Volume 1, Section 1.2.8
(l) Key Personnel	--	Part B, Volume 1, Section 1.2.9
(m) Legal Information		
(i) Legal Issues	--	Part B, Volume 1, Section 1.2.10(a)
(ii) Legal Liabilities	--	Part B, Volume 1, Section 1.2.10(b)
(iii) Legal Proceedings	--	Part B, Volume 1, Section 1.2.10(c)
(iv) Construction Delay	--	Part B, Volume 1, Section 1.2.10(d)
3. Approach to Project		
(a) General Approach to the Project	--	Part B, Volume 1, Section 1.3.1
(b) Relationships, Roles and Responsibilities	--	Part B, Volume 1, Section 1.3.2
(c) Availability of Resources	--	Part B, Volume 1, Section 1.3.3
<b>VOLUME 2 – Submit 1 original and 8 copies of Volume 2</b>		
1. Financial Statements	--	Part B, Volume 2, Section A, 2.1
2. Additional Financial Information		
(a) Material Changes in Financial Condition	--	Part B, Volume 2, Section B, 2.2.1
(b) Off-Balance Sheet Liabilities	--	Part B, Volume 2, Section B, 2.2.2
(c) Credit Ratings		Part B, Volume 2, Section B, 2.2.3
(d) Financial Qualifications- Summary of Financial	Form G	Part B, Volume 2, Section B, 2.2.4

<b>SOQ Component</b>	<b>Form (if any)</b>	<b>RFQ Section Cross-Reference</b>
Information		
3. Financially Responsible Party Letter of Support	--	Part B, Volume 2, Section C, 2.3
4. Surety or Bank/Financial Institution Letter	--	Part B, Volume 2, Section D, 2.4
5. Equity Funding Letter	--	Part B, Volume 2, Section E, 2.5
6. Experience Modification Rate (EMR)	Form H	Part B, Volume 2, Section F, 2.6
<b>VOLUME 3 – Submit 1 original and 15 copies of Volume 3</b>		
1. Information Regarding Respondent, Equity Members, Major Non-Equity Members and Financially Responsible Parties	Form C	Part B, Volume 3, Section A, 3.1
2. Certification	Form D	Part B, Volume 3, Section A, 3.1
3. Personnel Qualifications		
(a) Resumes – Key Personnel (not to exceed 2 pages per resume)	--	Part B, Volume 3, Section B, 3.2
(b) Resumes – Management Staff (not to exceed 2 pages per resume)	--	Part B, Volume 3, Section B, 3.2
(c) Written Commitment Statements from Employers	--	Part B, Volume 3, Section B, 3.2

## **APPENDIX 3**

### **FORMS**

## FORM A - TRANSMITTAL LETTER

RESPONDENT: \_\_\_\_\_

SOQ Date:

[entity/address]

The undersigned (Respondent) submits this statement of qualifications (this "SOQ") in response to the Request for Qualifications dated June 21, 2017 (as amended, the "RFQ"), issued by the District of Columbia (The District) to develop, design, construct, finance, operate and maintain the Project. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ.

Enclosed, and by this reference incorporated herein and made a part of this SOQ, are the following:

- Volume 1: Transmittal Letter (this **Form A**), Executive Summary, Confidential Contents Index, Respondent Structure and Experience (including **Forms B, E and F**) and Approach to Project;
- Volume 2: Financial Statements, Additional Financial Information (including **Form G**), Financially Responsible Party Letter of Support, Surety or Bank/Financial Institution Letter[, and **Form H**]; and
- Volume 3: **Forms C and D** and Personnel Qualifications

Respondent acknowledges access to all materials posted on the following website with respect to the Project:

<https://ocp.dc.gov/service/ocp-solicitations> [Respondent to list any addenda to this RFQ and sets of questions and answers by dates and numbers prior to executing Form A]

Respondent represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the SOQ.

Respondent understands that the District is not bound to prequalify any Respondent and may reject each SOQ that the District may receive.

Respondent further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process will be borne solely by Respondent, except, to the extent of any payment offered by the District for work product, as described in Part A, Section 4.2.2 (Payment for Work Product) of the RFQ.

Respondent agrees that the District will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in the RFQ.

Respondent acknowledges and agrees to the protest provisions and understands that it limits Respondent's rights and remedies to protest or challenge the RFQ or any determination or prequalification thereunder.



1. Sample signature block for corporation or limited liability company:

*[Insert Respondent's name]*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

2. Sample signature block for partnership or joint venture:

*[Insert Respondent's name]*

By: *[Insert general partner's or member's name]*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

*[Add signatures of additional general partners or members as appropriate]*

3. Sample signature block for attorney in fact:

*[Insert Respondent's name]*

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Attorney in Fact

4. Sample signature block for a Respondent not yet formed as a legal entity:

*[Insert Respondent name]*

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FORM B - RESPONDENT TEAM SUMMARY**

<b>RESPONDENT</b>	
<b>CONTACT PERSON</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>E-MAIL ADDRESS</b>	

<b>EQUITY MEMBER(S) <i>(Duplicate for each Equity Member)</i></b>	
<b>NAME OF FIRM</b>	
<b>CONTACT PERSON</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>E-MAIL ADDRESS</b>	

<b>MAJOR NON-EQUITY MEMBER <i>(Duplicate for each Major Non-Equity Member)</i></b>	
<b>NAME OF FIRM</b>	
<b>CONTACT PERSON</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>E-MAIL ADDRESS</b>	

<b>FINANCIALLY RESPONSIBLE PARTY <i>(Duplicate for each Financially Responsible Party)</i></b>	
<b>NAME OF FIRM</b>	

<b>CONTACT PERSON</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>E-MAIL ADDRESS</b>	

**FORM C - INFORMATION REGARDING RESPONDENT, EQUITY MEMBERS, MAJOR  
NON EQUITY MEMBERS AND FINANCIALLY RESPONSIBLE PARTIES**

Name of Respondent: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Year Established: \_\_\_\_\_ Individual Contact: \_\_\_\_\_

Individual's Title: \_\_\_\_\_

Firm's CEO/Chairman: \_\_\_\_\_

Federal Tax ID No. (if applicable): \_\_\_\_\_ Telephone No.: \_\_\_\_\_

North American Industry Classification Code: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Name of Official Representative (if applicable): \_\_\_\_\_

Business Organization (check one):

- Corporation (If yes, then indicate the State/Country/Province and Year of Incorporation and complete Sections A-C and the Certification form (**Form D**) for the entity.)
- Partnership (If yes, complete Sections A-C and the Certification form (**Form D**) for each member.)
- Joint Venture (If yes, complete Sections A-C and the Certification form (**Form D**) for each member.)
- Limited Liability Company (If yes, complete Sections A-C and the Certification form (**Form D**) for each member.)
- Other (If yes, describe and complete Sections A-C and the Certification form (**Form D**))

A. Business Name: \_\_\_\_\_

B. Business Address: \_\_\_\_\_

Headquarters: \_\_\_\_\_

Office Performing Work: \_\_\_\_\_

Contact Telephone Number: \_\_\_\_\_

C. If the entity is a Joint Venture, Partnership or Limited Liability Company, indicate the name and role of each member firm in the space below. Complete a separate Information form (**Form C**) for each member firm and attach it to the SOQ. Also indicate the name and role of each other financially liable party and attach a separate form.



**FORM D  
RESPONDENT CERTIFICATION FORM**

**COMPLETION**

The person(s) completing this form must be knowledgeable about the respondent's business and operations.

**RESPONSES**

Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the respondent's name at the top of each attached page.

**GENERAL INSTRUCTIONS**

This form contains four (4) sections. Section I concerns the respondent's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the respondent's signature.

**SECTION I. RESPONDENT RESPONSIBILITY CERTIFICATION**

*Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the respondents business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the respondent's business. Part 4 concerns the respondent's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the respondent's financial and organizational status. Part 7 requires the respondent to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).*

**PART 1: RESPONDENT INFORMATION**

Legal Business Entity Name:	Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code)	Telephone # and ext.:	Fax #:
Email Address:	Website:	

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).

Type:	Name:	EIN:	Status:

1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):

<input type="checkbox"/> Corporation (including PC)	Date of Incorporation:
<input type="checkbox"/> Joint Venture	Date of Organization:
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date of Organization:
<input type="checkbox"/> Nonprofit Organization	Date of Organization:
<input type="checkbox"/> Partnership (including LLP, LP or General)	Date of Registration or Establishment:
<input type="checkbox"/> Sole Proprietor	How many years in business?:
<input type="checkbox"/> Other	Date established?:

If "Other," please explain:

1.2 Was the respondent's business formed or incorporated in the District of Columbia?  Yes  No

If "No" to Subpart 1.2, provide the jurisdiction where the respondent's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.

State \_\_\_\_\_ Country \_\_\_\_\_

1.3 Please provide a copy of each District of Columbia license, registration or certification that the respondent is required by law to obtain (other than those provided in Subpart 1.2). If the respondent is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:

- (a) Certify its intent to obtain the necessary license, registration or certification prior to prequalification pursuant to Act 20-550, Public-Private Partnership Act of 2014 (P3 Act); or
- (b) Explain its exemption from the requirement.

**PART 2: INDIVIDUAL RESPONSIBILITY**

**Additional Instructions for Section I, Parts 2 through 8:** Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the respondent with any government entity:

2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District, state, or municipal statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please provide an explanation for each "Yes" in Part 2.

**PART 3: BUSINESS RESPONSIBILITY**

Within the past five (5) years, has the respondent:	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:	
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	

Please provide an explanation for each "Yes" in Part 3.

**PART 4: CERTIFICATES AND LICENSES**

Within the past five (5) years, has the respondent:	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the respondent's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	

**PART 5: LEGAL PROCEEDINGS**

Within the past five (5) years, has the respondent:	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	

Please provide an explanation for each "Yes" in Part 5.

Yes  No

**PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION**

6.1 Within the past five (5) years, has the respondent received any formal unsatisfactory performance assessment(s) from any government entity on any contract?

If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

Yes  No

6.2 Within the past five (5) years, has the respondent had any liquidated damages assessed by a government entity over \$25,000?

If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).

Yes  No

6.3 Within the last seven (7) years, has the respondent initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?

If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".

Yes  No

6.4 During the past three (3) years, has the respondent failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?

If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the respondent failed to file/pay and the current status of the tax liability.

Yes  No

6.5 During the past three (3) years, has the respondent failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?

If "Yes" to Subpart 6.5, provide the years the respondent failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).

Yes  No

6.6 During the past three (3) years, has the respondent failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?

If "Yes" to Subpart 6.6, provide the years the respondent failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).

Yes  No

6.7 Indicate whether the respondent owes any outstanding debt to any state, federal or District of Columbia government.

If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

Yes  No

6.8 During the past three (3) years, has the respondent been audited by any government entity?

Yes  No

(a) If "Yes" to Subpart 6.8, did any audit of the respondent identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?

(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

**PART 7: RESPONSE UPDATE REQUIREMENT**

7.1 The respondent shall update any response provided in Section I of this form during the term of this contract:

- (a) Within sixty (60) days of a material change to a response; and
  - (b) Prior to the exercise of an option year contract.
- Yes  No

**PART 8: FREEDOM OF INFORMATION ACT (FOIA)**

8.1 Indicate whether the respondent asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)

**SECTION II. ADDITIONAL REQUIRED RESPONDENT CERTIFICATIONS**

*Instructions for Section II: Section II contains four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the respondent's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.*

<sup>1</sup> Note that the PPRA, as amended by the P3 Act, expressly does not apply to Op3 procurements except for PPRA SEctions, 202, 415, Title VII, and Title X.

**PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT**

The respondent certifies that:  
 1.2 Reserved  
 1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)

(a) \_\_\_\_\_

(b) \_\_\_\_\_

**PART 2: EQUAL OPPORTUNITY OBLIGATIONS**

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing this contract.

**PART 3: FIRST SOURCE OBLIGATIONS**

4.1 I hereby certify that I am fully aware of the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84), and agree to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at \$300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

4.2 I certify that the Initial Employment Plan submitted with my bid or proposal is true and accurate.

**SECTION III. Reserved**

**SECTION IV. CERTIFICATION**

*Instruction for Section IV: This section must be completed by all respondents.*

I, [ \_\_\_\_\_ ], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate.

Name [Print and sign]:	Telephone #:	Fax #:
Title:	Email Address:	

Date:

*The District of Columbia is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than 180 days, or both, as prescribed in D.C. Official Code § 22-2405. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2404.*

**FORM E - PROJECT INFORMATION**

Entity Involved (e.g., Respondent, Equity Member, Major Non-Equity Member), Project Name and Contract Number	Owner Information(1)	Project Description	Dates Work Performed	Construction Value and Financing Value(2)	Lifecycle / Major Maintenance Value(3)	Project Role, Description and Amount of Work Performed (4)	Project Outcome or Current Status (5)

Notes:

- (1) For owner information, provide owner’s name, address, contact name and current e-mail address and telephone number.
- (2) Provide financing value if the entity’s role involved financing (for foreign currency transactions, use the last (bid) exchange rate published in the Wall Street Journal as of three weeks prior to the due date for the submission of SOQs.
- (3) Provide overall value of lifecycle and major maintenance - if the entity is involved in maintenance - to date, in 2017(\$) values
- (4) Describe the work and state the percent or dollar value of the (a) design and construction work the entity performed/was responsible for (if the entity is a design-builder); (b) the construction work performed/was responsible for (if a Respondent or constructor); or (c) the design work performed (if the entity is a designer). For example, a member of a JV with a 30% stake in a \$200 million project would insert 30% or \$60 million; an engineer that performed \$10 million worth of work on a \$100 million project would insert 10% or \$10 million.
- (5) Identify and describe any increases in the original contract amount of the greater of \$500,000 or 5% of the original contract amount and any time extensions for completion or other deadlines/milestones and the reasons for such increases and/or time extensions.

**FORM F - CONCESSION AND PPP EXPERIENCE**

**EXPERIENCE OF THE EQUITY MEMBERS IN CONCESSION CONTRACTS AND PUBLIC-PRIVATE PARTNERSHIPS**

**INSTRUCTIONS:**

- (a) List only the experience of an Equity Member that will be future Equity Member of Respondent. An Equity Member that, as general partner and/or fund manager, intends to source its equity commitment through an investment fund may list equity investment experiences provided by other investment funds for which it was the general partner and/or fund manager at the time of financial close.
- (b) List all applicable projects identified in response to Part B, Vol. 1, Section 1.2.8 (Project Information) that reached financial close.
- (c) List only projects where the Equity Member held at least 20% of equity ownership in the project at the time of financial close.

COMPANY NAME	PROJECT NAME AND LOCATION	FINANCING SIZE (1), (2)	DEBT AMOUNT & SOURCES (2), (3), (4)	DATE OF FINANCIAL CLOSE	CONSTRUCTION START DATES	% OF WORKS COMPLETED BY February 28, 2017	LEVEL OF COMPANY'S PARTICIPATION (5)	TYPE OF CONCESSION/PPP (6)
<i>Example Entry:</i> Financiers Corp.		950,000	\$750,000 (95%, senior bank debt)	01/01/2007	04/15/07	100	\$100,000 (\$100,000; 50% shareholding of project company)	Availability Payment

**NOTES:**

- (1) Project size means the total amount of the project financed under private finance / project finance scheme (i.e., without public debt, public equity or capital grants).
- (2) In thousands United States Dollars. Identify exchange rates of amounts in other currencies using the last (bid) exchange rate published in the Wall Street Journal as of three weeks prior to the due date for the submission of SOQs (March, 2017)
- (3) Include in brackets the percentage of gearing and type of debt (bonds unwrapped or wrapped, bank debt, etc.).
- (4) Inclusive of any loans from multilateral institutions (e.g., the European Investment Bank, European Bank for Reconstruction and Development, etc.)
- (5) Show company's amount of equity investment in United States Dollars as a shareholder. The equity investment may take the form of either (i) shareholders' equity or (ii) shareholder subordinated debt. Please indicate separately the United States Dollar amount and percentage to which the company's equity investment bears to the total of all private shareholders' equity investments for the listed project.
- (6) Specify the type of concession (toll concession, availability payment, shadow toll, or combinations of these mechanisms).

**FORM G - FINANCIAL QUALIFICATIONS – SUMMARY FINANCIAL INFORMATION (\*)**

**SUMMARY FINANCIAL INFORMATION (\*\*) FOR ALL EQUITY MEMBERS, LEAD CONTRACTOR AND ANY FINANCIALLY RESPONSIBLE PARTY FOR FINANCIAL YEARS 2014, 2015 AND 2016 (1)**

(IF AN EQUITY MEMBER OR LEAD CONTRACTOR IS RELYING ON A FINANCIALLY RESPONSIBLE PARTY, THEN ONLY THE FINANCIALLY RESPONSIBLE PARTY ENTITY SHOULD COMPLETE THIS FORM)

COMPANY	ROLE ON THE PROPOSAL TEAM (IF EQUITY MEMBER, PERCENTAGE OWNERSHIP)	FISCAL YEAR	SHAREHOLDERS (2)	TOTAL REVENUES	PRE-TAX PROFIT	RELEVANT REVENUES (3)	FIXED ASSETS	TOTAL ASSETS (4)	CONTINGENT LIABILITIES (5)	LONG-TERM LIABILITIES	SHORT-TERM LIABILITIES	NET WORTH	TANGIBLE NET WORTH	GEARING (6)

Certified as complete, true and correct by:

\_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

(\*) The Chief Executive, Chief Financial Officer, Treasurer (or equivalent position or role) for each reporting entity must certify the information on this form as complete, true and correct. Information should be derived from audited financial statements where possible. Audited financial statements will prevail over this table.

(\*\*) Expressed in thousands (000s) of United States Dollars. Where applicable, companies should indicate the conversion to United States Dollars, using the exchange rate prevailing on the last day of each financial year. Please identify the benchmark on which the exchange rate is based.

Notes:

- (1) Complete separate forms for each entity with each form containing the information for the three requested fiscal years. If the entity has only been in existence for less than three fiscal years, the entity should expressly state that such entity has been in existence for less than three fiscal years and shall complete separate forms for the number of fiscal years it has been in existence.
- (2) List shareholders, equity members partners or equivalent holding a 15% or greater interest in the company (indicate their percentage interest), as well as those having the right to appoint one or more board director(s). If such interest is held by a holding company, a shell corporation or other form of intermediary, also identify the ultimate or parent entity.
- (3) Relevant revenue consists of revenue from DBFOM contracts for infrastructure projects.
- (4) Excludes goodwill and intangibles.
- (5) A number/range is required, but references to specific locations in the financial statements explaining the contingent liabilities may be included
- (6) Gearing = Long Term Liabilities / Net Worth

**FORM H - SAFETY RECORD**

Name of Respondent: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Role of Firm on Respondent Team: \_\_\_\_\_

This form shall be filled out separately and provided for each member of the Respondent that will perform or supervise installation or construction work for the Project, and include information for any entity in which such team member holds a substantial interest. Information must be provided with regard to all installation and construction work undertaken in the United States (including the District) by the entity, with separate statistics relative to the District. The Respondent may be request to submit additional information or explanation of the data that the District may require for evaluating the safety record.

	<u>2012</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>
1) Total Hours Worked (in thousands) <ul style="list-style-type: none"> <li>• Nationwide:</li> <li>• DC:</li> </ul>					
2) Number of Fatalities* <ul style="list-style-type: none"> <li>• Nationwide:</li> <li>• DC:</li> </ul>					
3) Number of Lost Workdays* <ul style="list-style-type: none"> <li>• Nationwide:</li> <li>• DC:</li> </ul>					
4) Number of Lost Workdays Cases* <ul style="list-style-type: none"> <li>• Nationwide:</li> <li>• DC:</li> </ul>					
5) Number of Injury/Illness Cases* <ul style="list-style-type: none"> <li>• Nationwide:</li> <li>• DC:</li> </ul>					
6) Number of Days of Restricted Work Activity Due to Injury/Illness* <ul style="list-style-type: none"> <li>• Nationwide:</li> <li>• DC:</li> </ul>					
7) Incidence Rate ** (a) Lost Workday Cases: <ul style="list-style-type: none"> <li>• Nationwide:</li> <li>• DC:</li> </ul> (b) Days Lost: <ul style="list-style-type: none"> <li>• Nationwide:</li> <li>• DC:</li> </ul>					
8) Worker's Compensation Experience Modifier <ul style="list-style-type: none"> <li>• Nationwide:</li> <li>• DC:</li> </ul>					

\* The information required for these items is the same as required for columns 3 to 6, Code 10, Log and Summary of Occupational Injuries and Illnesses, Occupational Safety & Health Administration (OSHA) Form 200.

\*\* Incidence Rate – Number of Injuries (Cases) x 200,000 / Total Hours Worked