
PARKWAY OVERLOOK LP

REQUEST FOR PROPOSAL

SOLICITATION NO.

POLP 0002-2017

ISSUE DATE: July 17, 2017 CLOSING DATE: September 5, 2017

CAPTION: Parkway Overlook General Contractor Construction Services

TABLE OF CONTENTS

SECTION A – GENERAL INTRODUCTION	1
A.1 OVERVIEW	1
A.2 PROJECT DELIVERY METHOD	2
A.3 PROJECT SUMMARY	2
SECTION B – SCOPE OF SERVICES	4
B.1 DESCRIPTION OF SERVICES	4
B.2 GENERAL SCOPE OF WORK	6
1.0 <i>GENERAL</i>	6
2.0 <i>SITE</i>	6
3.0 <i>CIVIL ENGINEERING</i>	7
4.0 <i>GENERAL DEMOLITION IN UNITS AND RELATED WORK</i>	7
5.0 <i>EXTERIOR BUILDING IMPROVEMENTS</i>	8
6.0 <i>INTERIOR IMPROVEMENTS TO UNITS</i>	9
7.0 <i>COMMON-USE AREAS</i>	12
8.0 <i>SECURITY SYSTEM</i>	13
9.0 <i>PHOTOVOLTAIC SYSTEM (ADD- ALTERNATE)</i>	13
10.0 <i>MECHANICAL, PLUMBING AND ELECTRICAL REQUIREMENTS</i>	13
B.3 QUALIFICATIONS	13
SECTION C- INSTRUCTIONS, CONDITIONS AND NOTICE TO RESPONDENTS	13
C.1 GENERAL	13
C.2 SUBMISSION OF PROPOSAL INQUIRIES/QUESTIONS	14
C.3 SITE VISIT	14
C.4 PRE-PROPOSAL CONFERENCE	14
C.5 SUBMISSION DATE	15
C.6 CONTENT OF PROPOSALS	15
C.7 TECHNICAL PROPOSAL	16
C.8 PRICE PROPOSALS	22
C.9 CONFLICT OF INTEREST	23

C.10	COMPLETE PROPOSALS	24
C.11	MANNER OF AWARDS	24
C.12	RETENTION	24
C.13	FAILURE TO SUBMIT RESPONSE	24
C.14	UNNECESSARILY ELABORATE PROPOSALS	24
C.15	PROPRIETARY OR CONFIDENTIAL INFORMATION	24
C.16	LATE PROPOSALS, MODIFICATIONS, AND WITHDRAWAL OF PROPOSALS	25
C.17	FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF A PROSPECTIVE CONTRACTOR	25
C.18	SIGNING OF PROPOSALS	26
C.19	FREEDOM OF INFORMATION ACT	26
C.20	PROPOSAL GUARANTEE AND ACCEPTANCE PERIOD	27
C.21	ACKNOWLEDGEMENT OF ADDENDA/AMENDMENTS	27
	SECTION D – CONTRACT TERMS	27
D.1	TERM OF CONTRACT	27
D.2	TYPE OF CONTRACT	27
D.3	TIME	28
D.4	INSURANCE	28
D.5	INDEMNIFICATION	31
D.6	OPTION TO EXTEND THE TERM OF THE CONTRACT- <i>(Reserved)</i>	32
D.7	METHOD OF COMPENSATION	32
D.8	TASK ORDERS- <i>(Reserved)</i>	32
D.9	AFFIRMATIVE ACTION PROGRAM	32
D.10	SECTION 3 REQUIREMENTS	32
D.11	RESTRICTION ON DISCLOSURE AND USE OF DATA	36
D.12	RESPONSIBLE CONTRACTORS	36

D.13	EMPLOYEE DISHONESTY INSURANCE	37
D.14	RESPONDENT’S KEY PERSONNEL	37
D.15	CONSENT TO SUBCONTRACT	37
D.16	FAIR HOUSING EQUAL OPPORTUNITY CLAUSE	37
D.17	THE AMERICAN WITH DISABILITIES ACT OF 1990 (ADA)	38
D.18	SECTION 504 OF THE REHABILITATION ACT OF 1973 (AS AMENDED)	38
D.19	NO WARRANTY	38
D.20	EXPENSE OF PROPOSAL SUBMISSION	38
D.21	CANCELLATION	38
D.22	PROTEST	39
D.23	BEST AND FINAL OFFERS	41
D.24	CERTIFIED BUSINESS ENTERPRISE REQUIREMENTS	41
D.25	DAVIS BACON REQUIREMENTS	41
D.26	MCNAMARA-O’HARA SERVICE CONTRACT ACT	42
SECTION E - EVALUATION FACTORS FOR AWARD		43
E.1	EVALUATION OF PROPOSALS	43
E.2	RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS	43
E.3	EVALUATION AND SELECTION CRITERIA	43
SECTION F-TIMETABLE (SELECTION PROCESS)		46
F.1	TIMETABLE	46
SECTION G- EXHIBITS, APPENDICES & ATTACHMENTS		47
G.1	EXHIBITS	47
	Exhibit 1- Parkway Overlook Price Proposal	47
G.2	APPENDICES	47
	Appendix I. Parkway Overlook List of Drawings	47
	Appendix II. Parkway Overlook Bid Documents	47
	Appendix III. Parkway Overlook Site Plan and Pictures	47

G.3	ATTACHMENTS	48
	<i>Attachment A, HUD 5370 General Conditions for Construction Contracts</i>	48
	<i>Attachment B, Tax Certification Affidavit</i>	48
	<i>Attachment C, Non-Collusive Affidavit</i>	48
	<i>Attachment D, Certificate of Eligibility</i>	48
	<i>Attachment E, Contract Compliance Requirements</i>	48
	<i>Attachment F, Payments to Subcontractors and Suppliers Certificate</i>	48
	<i>Attachment G, Representations, Certifications, and Other Statements of Bidders</i>	48
	<i>Attachment H, Statements of Bidders Qualifications</i>	48
	<i>Attachment I, Section 3 Contract Compliance Agreements</i>	48
	<i>Attachment J, Conflict of Interest Certification</i>	48
	<i>Attachment K, Wage Determination</i>	48
	<i>Attachment L, Benchmark Standards and Menu of Expanded Options for Compliance with DCHA's Section 3 Program</i>	48
	<i>Attachment M, District of Columbia Government First Source Employment Agreement for Construction Projects Only</i>	48
	<i>Attachment N, District of Columbia Government SBE Subcontracting Statutory Requirements Acknowledgement Form</i>	48
	<i>Attachment O, District of Columbia SBE Subcontracting Plan</i>	48
	<i>Attachment P, DHCD Affirmative Action Program Plan Package Instructional and Employment Data Forms</i>	48
	<i>Attachment Q, AIA Document A102 - 2007</i>	48
	<i>Attachment R, AIA Document A201 - 2007</i>	48
	<i>Attachment S, AIA G702 Application and Certificate for Payment</i>	48
	<i>Attachment T, AIA G703 Continuation Sheet</i>	48
	<i>Attachment U, AHAP Construction Contract Rider</i>	48
	<i>Attachment V, POLP Rider to AIA's GC Contract- Parkway Overlook</i>	48
	<i>Attachment W, POLP Owner General Contractor Contract Rider for District-Funded Projects</i>	48
	<i>Attachment X, List of Certified Minority and Woman Owned Financial Institutions</i>	48
	<i>Attachment Y, District of Columbia Government First Source Employment Plan</i>	48

SECTION A – GENERAL INTRODUCTION

A.1 OVERVIEW

Parkway Overlook LP ("POLP") is issuing this Request for Proposals ("RFP") to engage a contractor for the General Contracting ("GC") services for the rehabilitation of a currently vacant, 266-unit apartment complex, known as the Parkway Overlook Apartments and located at 2841 Robinson Place, SE, Washington DC, in Ward 8 (the "Property"). POLP is a District of Columbia limited partnership and an instrumentality of District of Columbia Housing Authority ("DCHA")¹. It was established to undertake the acquisition, financing and redevelopment of the Property. POLP purchased the Property in 2014 and is undertaking a substantial rehabilitation of the Property, which will result in a two hundred twenty (220) unit residential community, housing individuals with incomes up to 50% of area median income. The Property is at a dead-end street and is adjacent to multifamily rental developments, single-family homes, an elementary school, and a park. The site currently includes approximately 200 parking spaces, a significant amount of green space, two (2) tot lots, a community center, and a leasing office.

POLP has selected EDG Architects, Dewberry (civil design) (the "Architect") to serve as the designer for the rehabilitation of the Property. The Architect has prepared Plans and Specifications for the renovation that are included as [Appendix II](#), and have been submitted for permit review. Rehabilitation of the Property will entail renovation of all units, which have been damaged significantly by vandalism and weather since the Property became vacant. A summary of the renovations that the GC will undertake can be found in Section A.3 of this solicitation. The construction services related to the Property's rehabilitation shall hereinafter be referred to as "the Project". Project funding will include Low Income Housing Tax Credit equity, private debt and District of Columbia Housing Production Trust Funds. POLP invites qualified general construction contractors herein after referred to as "Respondents" to submit proposals for General Contracting Services related to the Project, in response to this solicitation.

¹ *The District of Columbia Housing Authority (DCHA) is dedicated to enhancing the quality of life in the District of Columbia by providing and effectively managing affordable housing, which is diverse, well maintained, and aesthetically pleasing for those whose circumstances prevent them from competing in the general marketplace. Besides operating over 8,300 rental units subsidized with public housing subsidy, DCHA also contracts over 14,000 private units through its Housing Choice Voucher Program ("HCVP"). DCHA has embarked on an ambitious program of development and redevelopment to create economically diverse communities and neighborhoods. DCHA is one of the most innovative housing authorities in the nation and is actively pursuing non-governmental sources of financing to promote HCVP homeownership assistance programs, project-based public housing subsidies, and implement more creative uses of its authority through the United States Department of Housing and Urban Development (HUD)'s Moving to Work (MTW) Demonstration Program.*

A.2 PROJECT DELIVERY METHOD

The selected Respondent will deliver the construction of the Project in accordance with the Contract based upon final plans and specifications. The plans and specifications are currently 95% complete (the “Plans and Specifications”) and are included as Bid Documents provided in [Appendix II](#). Additional information is provided in Appendix III, Site Plan and Pictures. These Plans and Specifications have been submitted for permit application and review. POLP is requesting that Respondents submit a full Price Proposal based on the Bid Documents as the basis for the Cost of Work Plus a Fee with a Guaranteed Maximum Price (“GMP”) contract (“Contract”). The selected Respondent will be required to construct the Project for an amount that does not exceed the GMP no later than the Substantial Completion Date as agreed to between POLP and the Respondent. Contract shall be between the selected Respondent and POLP or otherwise successor entity that assumes ownership of the Property. The process by which the GMP will be formed is more fully described Section D.

The Plans and Specifications included in this solicitation may undergo minor modification prior to being finalized for the contract; subject to comments received during the permit review and modification made by the Owner. POLP expects that some adjustment in pricing may be made later based on revisions to the Plans and Specifications made during the permit review process. The final scope of work for the Project will be the Final Plans and Specifications for the Project.

POLP anticipates the inclusion of a robust solar energy program, and accompanying battery storage. However, as a final determination has not been made regarding inclusion of these elements, the Respondent is requested to provide pricing on these components as an Add Alternate.

A.3 PROJECT SUMMARY

Parkway Overlook Apartments

Housing Type: Multifamily Walk-up Buildings

Address: 2841 Robinson Place, SE, Washington, DC 20020

Number of Stories: 3 and 4 stories

Unit Count: 220

Unit Mix: *13 units will be wheelchair accessible per the Uniform Federal Accessibility Standards (“UFAS”)

1 BR - 53 units

2 BR - 80 units

2 BR + Den - 28 units
3 BR - 59 units

Square Footage:

Residential - 226,620
Community Room - 3,450
Community Building - 3,450
Leasing Office - 1,907
Total Site Acreage - 7 Acres

Parking: Approximately 200 surface parking spaces

Community Room Information:

- Fitness center
- Computer room
- Multi-purpose room
- Resident services room
- Kitchen
- Bathrooms
- Patio / Veranda

Site Amenities:

- 2 playgrounds
- Picnic area
- Community center

Architect: EDG Architects, Dewberry (civil design)

Summary of Renovations:

- Gut renovation - new appliances, HVAC, electrical system, kitchens, bathrooms
- Open kitchen design
- Addition of washer/dryer to each unit
- Inclusion of 13 accessible units
- Addition of second bathroom to 2-BR and 3-BR units
- Conversion of 2 units to new leasing office fronting Robinson Place
- Improvements to community building, including fitness room, business center, multi-purpose room, kitchen
- New building entrance-ways
- New roofs
- Replacement of bump-outs with French balconies
- Installation of storm water management measures

- Mill and repave parking lots
- Project will meet Enterprise Green Communities standards

SECTION B – SCOPE OF SERVICES

B.1 DESCRIPTION OF SERVICES

The Project site, located within the Property, in square 5875, Lots 38-42, in Southeast, Washington, DC, comprises 9 buildings with generally sound structural construction. The buildings have sustained deterioration as a result of having been unoccupied for an extended period. Accordingly, the proposed Project will provide strategic improvements and re-integrate this important Property within the urban residential character and fabric of this Washington, DC community.

The Respondent will be required to construct the approved design, in accordance with the Plans and Specifications and as required by the GMP. Without limiting the generality of the foregoing, the Respondent shall be required to provide all of the management, personnel, hazardous material abatement, supervision, labor, materials and other services necessary to complete the Project.

Generally, the GC shall be responsible to provide:

- **Bid Bond is required at the time of Proposal Submission in the value of 5% of the Price Proposal;**
- **Payment and Performance Bonds are required as a condition of Contract Award for 100% of the Contract Price;**
- Recommendations on value engineering and final design specifications as requested by POLP;
- Construction of site work;
- Construction of multi-family units;
- Construction of associated amenities and infrastructure; and
- Related right-of-way, public and private utility and landscape work, as required;
- Security for the site during the construction period. The anticipated hours for security are 4 pm to 6 am during weekdays, and 24 hours during weekends;
- Upon determination on inclusion within the Project, solar and battery storage components of the Project;
- Temporary utilities during all phases of construction, especially during installation of finishes.

GC shall maintain and complete the following to complete the Project:

Maintain a qualified, full-time superintendent, project coordinator and all necessary staff at the job site to coordinate, direct and manage the work;

Manage all work in agreement with the GMP contract;

Coordinate with POLP on an as needed basis so as to minimize impacts to ongoing operations and street/pedestrian activity;

Implement the Safety Plan and Quality Control Plan for all construction, in accordance with the plans developed and approved prior to construction commencement;

Implement the hazardous materials plan developed and approved prior to construction commencement;

Implement the local hiring and contracting plans including Section 3, SBE/CBE and First Source developed and approved prior to construction commencement;

Conduct weekly job meetings with POLP and the design team;

Maintain the construction schedule, update monthly and track changes to monitor Project progress and manage the work;

Make available all fixed pricing, including supporting materials and records, to POLP;

Provide monthly reports in a format agreed to by POLP of work progress as compared to estimated cost projections, scheduled work progress, and as a percent of project completion. Explain significant variations and provide information as requested by POLP;

Work with POLP to establish and implement procedures for tracking, expediting and processing all submittals, change orders, and requests for information;

Review and process all applications for payment by sub-contractors and material suppliers in accordance with the terms of the contract;

Review and resolve all subcontractors' and/or material suppliers' payment requests in accordance with the Contract;

Resolve all disputes that may arise between sub-contractors and/or suppliers as a result of construction, in accordance with the agreed-upon GMP Contract;

Obtain all trades permits required for construction;

Manage the work to complete all construction work on time in accordance with the agreed-upon schedule and intermediate milestone(s);

Complete all construction work for an amount equal to the established GMP Contract;

Maintain current, hard copies of record drawings, including documents produced by subcontractors;

Submit As-built information to POLP upon completion of construction, both in hard copy and electronic CADD/PDF format;

Assist POLP with audit of final cost report and supply all supporting documentation, as required by POLP and/or funding sources.

B.2 GENERAL SCOPE OF WORK

1.0 GENERAL

In general, the Construction Manager's construction scope of work will include the following as summarized below and described in more detail in the Plans and Specifications in [Appendix II](#).

2.0 SITE

Project shall provide new accessible means of travel are scheduled. The addition of new hardscape amenities together with an integral landscape design program.

Please refer to the Plans and Specifications for the following:

1. Existing sidewalks to be repaired/ replaced; parking areas & curbs to be repaired, milled and overlaid.
2. New site signage and directional signage, handicap (HC) accessible parking designation, signage at the building entrances and unit numbers scheduled.
3. Provide native plantings; suitable for project soils and microclimate. Soil erosion controls per District of Columbia standards.
4. Preserve mature trees as shown on the civil engineering drawings.
5. Replace exterior concrete stairs and provide new handrails at entry; provide new entry canopies, mailbox canopies, and trellis as shown.
6. Provide an estimated eleven (11) ground floor units with walkout decks and fenced patios.
7. Provide an accessible means of travel to common use areas and 13 new designated UFAS units.
8. Locate condensers on ground as shown at the 2800 pitched roofed buildings with fenced enclosures; on the roofs of the 2700 buildings.

9. Refer to civil drawings for exterior demolition work.
10. Replace and provide a \$20,000.00 allowance for new project sign at the corner of Robinson Place and 12th Place, SE.
11. Provide one handicapped sign at each HC parking space. Provide nine (9) directional signs as directed by the architect. Refer to drawings and specifications for additional signage requirements.
12. Power wash existing sidewalks to remain, including public walks along Robinson Place, SE and Jasper Road, SE.
13. Provide bike racks [type: Expo 4508 by Cora Bike Racks, Inc. or Equivalent] with concrete pads at locations as shown on the drawings.

3.0 CIVIL ENGINEERING

1. Tasks to include storm water management design, utility location, water and sewer site laterals and connections,
2. New storm drain layout, and site layout.
3. Compliance with Green Area Ratio (GAR), DC Water, DDOE and related requirements.
4. Refer to drawings A-704/705 & 706 for relocation and repair of fencing.

4.0 GENERAL DEMOLITION IN UNITS AND RELATED WORK

1. Remove portions of exterior or interior walls as required for new work including for: installation of HVAC units, vents and related work. Provide new lintels where needed.
2. Remove existing drywall in walls and ceilings in units and common area due to deterioration, in addition to walls removed for revisions to units. Remove all furr-outs on exterior walls: including for new 3” closed cell foam insulation inside of existing exterior walls.
3. Remove drywall (or masonry) at kitchen or bathroom plumbing chases; remove partitions, walls, ceilings, and bulkheads, or otherwise where shown on plans.
4. Remove elements scheduled to be demolished and identified as requiring abatement due to ACM or LCM content removed and discarded in accordance with state and local regulations. Refer to due diligence reports included in the Plans and Specifications: LCM report dated: September 28, 2015 & work plan. Also ACM report dated: September 28, 2015;
5. Gut bathrooms and kitchens including fixtures, drywall and tile.

4.0 GENERAL DEMOLITION IN UNITS AND RELATED WORK cont.

6. Remove drywall from all ceilings and bulkheads; dispose of all materials removed, in accordance with all applicable District and federal legal and/or regulatory requirements, and any applicable hazardous materials plan (“Hazardous Materials Plan”), as set forth in the Plans and Specifications.
7. Remove steel studs from the 2700 buildings entirely for replacement.
8. Remove all existing roofing materials. Protect building interiors from infiltration from weather.
9. Remove all debris from existing buildings including non-construction materials. Recycle materials to the extent possible. Coordinate with Owner as to any materials to be salvaged.

5.0 EXTERIOR BUILDING IMPROVEMENTS

1. Building exterior –Project shall include improvements to facades to provide buildings a new improved functionality, including:
 - a. New canopies over the building entrances,
 - b. New “french” balconies with mesh balconies railing at living room windows retrofitted with sliding doors.
 - c. New hardi-panels over the existing through wall HVAC openings per details as shown on the drawings.
 - d. Replacement of roofs and related work: new asphalt 30-year Energystar shingles with insulated roofs at 2800 buildings; new TPO sloped insulated roof systems for the flat 2700 building roofs to meet or exceed R- value per Green Communities. Provide an allowance to replace approximately 30% of the roof substrate in the 2800 buildings.
 - e. Pressure wash exterior walls to eliminate stain marks and other irregularities at the face of the masonry; re-point masonry walls as needed.
 - f. Provide new 6” gutters and downspouts; and flashings.
 - g. Infill and/or match with masonry where removed or added.
 - h. Provide insulation for new roofing systems code compliant.
 - i. Extend/provide flashing for vent pipes and other roof penetrations.
 - j. Extend existing parapet at 2700 buildings.
2. Windows –New insulated vinyl windows and sliding doors to comply with energy efficiency requirements to HVAC systems in addition to required air sealing.
Provide new anodized insulated aluminum windows/doors, sliding glass doors and storefronts for the community building and hospitality center and residential building entries and stair halls.

5.0 EXTERIOR BUILDING IMPROVEMENTS cont.

- a. “Energystar” equivalent windows to meet or exceed estimated ‘u’ coefficient = 0.30; shgc = 0.27).
- b. Residential grid within the double glazed sash units.

6.0 INTERIOR IMPROVEMENTS TO UNITS

1. Building interiors - new enlarged closets, enlarged kitchens scheduled to provide additional cabinet and countertop space; new flooring, and finishes; new energy efficient heating/ air conditioning, plumbing and electrical; a new second bathroom added to two and three bedroom units.
2. Laundry in units – new “Energystar” stacked clothes washer and dryer provided in all units.
3. Bathrooms – provide cement board in all bathroom areas; completely gut including removal of walls, tile, drywall ceilings and floorings.
 - a. New ceramic tile tub surrounds and new ceramic tile floors replaced.
 - b. Replace all bathtubs; anti-scald shower and faucets with low flow devices; caulk at tubs, surrounds and vanities.
 - c. Replace all toilets with new water saving type fixtures.
 - d. New “heavy use” bathroom vanity cabinet with cultured marble top and integrated lavatory with “low flow” water saving faucets.
 - e. New bathroom accessories and shower rods; new medicine cabinets with mirror.
 - f. Provide “Energystar” exhaust fans vented to outside and connected to the light switch with a delay timer device; provide associated ductwork; new brick vent to exterior properly sealed – see MPE summary below for additional requirements.
4. Kitchens – note: all kitchen areas to be completely gutted including removal of walls, flooring and drywall ceilings.
 - a. Provide new “heavy use” cabinets, laminated countertops with sinks and caulk.
 - b. Provide “Energystar” refrigerator and dishwashers;
 - c. New electric ranges with led clock. Provide new “Energystar” exhaust range hoods ducted to exterior as noted in mechanical drawings.
 - d. Replace all plumbing; provide low flow faucets. Provide new valve stops; refer to MPE drawings for other requirements.
 - e. Provide new kitchen plank flooring.
5. Framing and sheathing - provide all new drywall in buildings. Provide all new steel studs in the 2700 buildings. Remove and provide new studs as needed for new work in the 2800 buildings.

6.0 INTERIOR IMPROVEMENTS TO UNITS cont.

6. Provide a drop ceiling system for the bathrooms and bulkheads for mechanical system and as otherwise shown on the drawings. Coordinate work with mechanical/electrical installation.
7. Provide new 5/8" drywall walls and ceilings (with resilient channels); Type X drywall at fire rated enclosures.
8. Provide new framing as shown on the drawings for revisions to units and common use areas.
9. Provide 3" closed cell foam insulation on all exterior walls including exterior basement walls areas.
10. Walls and Ceilings –
 - a. Pre-rock all openings in ceilings to maintain rated ceiling assembly prior to installing drops.
11. Unit entry and interior doors -
 - a. Provide insulated fire rated steel unit entry doors and for other doors entering from the stair hall and corridors or where otherwise noted on the drawings.
 - b. Replace all interior unit doors with new hollow core 2 panel wood doors. Replace existing bi-fold doors with hollow core.
 - c. 2-panel swing doors. (provide an add alternate for solid core 2 panel doors).
 - d. Replace all doors. Undercut bedroom & bathroom doors min. 3/4" clearance above finish floor or threshold for mechanical return air requirements.
 - e. Provide new lever hardware for all doors.
12. Flooring - new vinyl plank or carpet flooring as scheduled; new wood base (wm-620). Provide mechanical closets with VCT flooring.
 - a. Flash patch over existing wood floor in 2800 buildings and level concrete floors in 2700 and 2800 buildings and/or repair to provide a flat suitable surface prior to installation of new flooring.
 - b. Provide, plank flooring, ceramic tile or new carpet with pad in units as shown on the finish schedule.
 - c. Provide handicapped approved carpet, plank flooring or ceramic tile where indicated in common areas and HC units.

6.0 INTERIOR IMPROVEMENTS TO UNITS cont.

13. Painting -

- a. Paint exposed masonry or concrete surfaces in all basement areas, including floors and ceilings, in maintenance and mechanical areas, or areas not used.
- b. Fill-in screw holes in new metal frames prior to painting.
- c. Paint all interior new and existing surfaces, except if applied by manufacturer.
- d. Paint all new exterior or existing wood surfaces to remain.
- e. Paint all exterior metal surfaces including railings, fences, metal ladders, cap flashing, grilles, louvers, doors and frames. Scrape existing rust off metal surfaces; apply rust inhibitor and/or paint with rust preventative paint as needed or existing to remain.

14. Weather-stripping and thresholds

- a. Provide and install weather-stripping and new thresholds at all exterior and stair enclosure doors, typically at building entry, unit entry doors and all other exterior doors.
- b. Provide natural stone thresholds at bathroom entry doors.

15. Building air sealing

- a. Inspect first renovation phase units with energy consultant prior to the start of construction to discuss methods and locations for building air sealing.
- b. Seal spaces and gaps at all PTAC sleeves, window, and door rough openings with manufacturer approved low expanding spray foam and/or flexible caulking.
- c. Seal gap between sheet rock and electrical outlet and switch boxes using foam gasket covers, caulk, or other acceptable sealant and fire rating.
- d. Seal around all junction box and fixture penetrations through walls and ceilings using caulk, spray foam, or gaskets. This includes light fixtures, smoke detectors, exhaust fans, etc.
- e. Seal gaps around door trim at the top. Seal sheetrock and shoe molding to the subfloor where exposed due to removal of flooring.
- f. Seal all piping penetrations under the kitchen and bathroom sink as well as around toilet and shower penetrations and/or escutcheons.
- g. Air sealing results to be verified after completion by the energy consultant by visual inspection and blower door test in a random sample of a minimum of 10% of the dwelling units.

6.0 INTERIOR IMPROVEMENTS TO UNITS cont.

16. Louvers and vents
 - a. Provide new bathroom and direct kitchen exhaust, and new brick vents and wall caps.
 - b. Replace other vents and screens.
 - c. Remove existing, thru-wall HVAC vents and infill with factory painted hardi-panels or as otherwise shown.
17. Finish carpentry
 - a. Replace/ provide new base/ shoe mold in all units.
 - b. Provide new 'heavy use' kitchen cabinets and vanities.
 - c. Refer to drawings and specifications for additional finish carpentry.

7.0 COMMON-USE AREAS

1. Stairways and corridors - new finishes and lighting in the stair halls with "Energystar" or approved led fixtures.
 - a. replace railings at new entry vestibules and stairs as shown on the drawings. Re-finish and paint wall railings to remain.
 - b. Provide new aluminum storefront building entry system; new treads and risers; refer to drawings for additional information.
2. Provide the undersides of the existing metal stairs with hardi-panels as shown on the drawings.
3. Provide fire extinguishers and cabinets at stair halls and common use areas as required.
4. Add drywall to existing exposed concrete block walls and ceramic tile rear walls of 2700 building stairwells as noted in the drawings.
5. Infill at existing openings in stairwells (formerly for mailboxes) and provide new bulletin boards.
6. Power wash and repair existing white brick in 2800 building stair halls.
7. Replace drywall ceilings and walls in stair halls.
8. Replace doors as noted in Section 6 Interior Improvements to Units Item 11 Unit entry and interior doors above.
9. Management office, community center, and common areas – a new management accessible hospitality center is to be located in building 2841 as shown on the drawings. Also, refer to drawings for rehabilitation of the existing community/ recreation building, Restrooms and other amenities to meet UFAS requirements.
10. Interior work to common use areas, leasing office barrier-free accessibility - public space areas shall meet UFAS/ADA guidelines including means of travel to accessible standards.

7.0 COMMON-USE AREAS cont.

11. Conversion of 6% of units to UFAS accessible units, which shall meet or exceed code and District of Columbia regulations. Provide thirteen (13) handicapped accessible units as shown on the drawings.

12. Enterprise Green Communities

Parkway Overlook shall be a certified and commissioned Green Communities project. Refer to the architectural plans and mechanical, plumbing and electrical plans for base requirements for sustainability, energy and water efficiency. It shall address occupant health through specifying healthy materials such as low Volatile Organic Compounds (VOC) projects and encourage healthy lifestyles and well-being.

8.0 SECURITY SYSTEM

Provide CCTV camera system as shown on the drawings and specifications and a wireless electronic door entry system with electric strike and key fobs to open building entries and from the apartment units. Provide key fob and electric strike at hospitality center and community building.

9.0 PHOTOVOLTAIC SYSTEM (ADD- ALTERNATE)

Provide a photovoltaic system as described in drawings PV-01 thru PV-14 & specifications. Include protective rails on flat roofs locations of solar panels. Also refer to architectural and MPE drawings for additional information. The pricing shall reflect POLP as the owner of the photovoltaic system, not a third-party solar provider.

10.0 MECHANICAL, PLUMBING AND ELECTRICAL REQUIREMENTS

Refer to 'general notes' and 'general scope of work' on MPE drawings for provisions, including for the photovoltaic system.

B.3 QUALIFICATIONS

Respondents must have an active General Contractor's license in the District of Columbia and a minimum of five (5) years' experience performing general contracting services.

SECTION C- INSTRUCTIONS, CONDITIONS AND NOTICE TO RESPONDENTS

C.1 GENERAL

The instructions below provide guidance for the preparation and submission of proposals. The purpose is to establish the requirements, format, and content of proposals so that proposals are complete, contain all essential information, and can easily be evaluated.

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C.2 SUBMISSION OF PROPOSAL INQUIRIES/QUESTIONS

All inquiries regarding this RFP, and any correspondence relating thereto, shall be submitted in writing to the Contracting Officer at the following:

District of Columbia Housing Authority
Office of Administrative Services/Contracts & Procurement
1133 North Capitol Street, NE, Suite 300
Washington, DC 20002-7599
Attention: Cheryl Moore, Contracting Officer
Email: chmoore@dchousing.org

Inquiries/Questions concerning this solicitation must be submitted no later Friday, August 4, 2017 by 12:00 noon. Please copy all inquiries emailed to the Contracting Officer to Kimberly Allen, Procurement Manager at kallen@dchousing.org with a copy to business@dchousing.org. Answers to questions will be provided to all Respondents being solicited, giving regard to the proper protection of proprietary information.

RESPONDENTS ARE INSTRUCTED TO CONTACT ONLY THE SOLICITATION ISSUING OFFICE IN CONNECTION WITH ANY ASPECT OF THIS SOLICITATION PRIOR TO CONTRACT AWARD. PROPOSALS AND ALL CORRESPONDENCE RELATING TO THE SOLICITATION DOCUMENT MUST BE SUBMITTED TO THE ISSUING OFFICE POINT OF CONTACT.

C.3 SITE VISIT

Respondents responding to this RFP are invited to visit the Property prior to submitting proposals and shall become familiar with the conditions that may affect the performance of the work.

**Scheduled as follows:
Tuesday, July 25, 2017
2841 Robinson Place, SE
10:00 am.**

C.4 PRE-PROPOSAL CONFERENCE

Respondents responding to this RFP are strongly encouraged to attend a Pre-Proposal Conference will be held to obtain a better understanding of the Project. Scheduled as follows:

**Friday, July 28, 2017
DCHA Headquarters located at
1133 North Capitol Street, NE Washington DC 20002
2nd Floor Boardroom 10:00 a.m.**

C.5 SUBMISSION DATE

All proposals must be received by 3:00 p.m. on Tuesday, September 5, 2017. Proposals shall be **submitted in sealed packaging marked “RFP No. POLP 0002-2017 “Parkway Overlook General Contractor Construction Services”** addressed to the District of Columbia Housing Authority, Office of Administrative Services, Contracts and Procurement, Suite 300, 1133 North Capitol Street, N.E., Washington, D.C. 20002-7599, Attention: Cheryl Moore, Contracting Officer.

Electronic submission of Proposals will not be accepted for this procurement.

C.6 CONTENT OF PROPOSALS

All proposals submitted for consideration will be reviewed on behalf of POLP, with the Respondent receiving the highest rating, based on the criteria outlined in this section to be selected as the most capable of providing the services in a manner that is most advantageous to POLP, cost and other factors considered.

Please note that the proposal shall not exceed a maximum of forty-five (45) pages, excluding the Price Proposal, supporting materials. POLP may reject any and all proposals that are determined not to be in POLP’s best interest. In addition, POLP reserves the right to waive any informalities, or minor irregularities, if it serves POLP’s best interest in doing so.

Proposals shall be submitted in two parts: Part I shall be titled “Technical Proposal” and Part II shall be titled “Price Proposal.” Respondents shall submit one (1) original and five (5) copies of both the technical and price proposals, prepared in such a format and detail as to enable POLP to make a thorough evaluation thereof and to arrive at a sound determination as to whether or not the Respondent can meet the requirements set forth in this RFP. The technical proposal shall not contain any cost information.

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Proposals shall be organized as follows:

C.6.1 Proposal Format

Proposals shall be formatted on 8 '12" x 11" letter-size paper, bound length-wise, with tabs to separate sections. Proposals must include each item in the order outlined below in Sections C.5.1 and C.5.2. below Each sub-section must be separated by tabs with sub-section headings. The forty-five (45) page limit is applicable to items 1 through 6 of the Technical Proposal.

RFP responses shall be limited to no more than fifty (50) pages in total, excluding exhibits, and shall be paginated and organized as described below.

C.6.2 PART I: Package No. 1 (Technical Proposal) shall contain:

- 1) Table of Contents
- 2) Letter of Interest
- 3) Documentation to Substantiate Capacity & Experience Performing Similar Work
- 4) Documentation to Substantiate Past Performance
- 5) Service Approach/Staffing Plan
- 6) Management Approach
- 7) List & Documentation of Licenses, Certifications and Affiliations
- 8) References
- 9) Experience with HUD Section 3 & Section 3 Plan
- 10) District of Columbia First Source
- 11) Minority Women Certified Business Enterprise (M/ WBE/ CBE) Equity Plan
- 12) District of Columbia SBE/CBE Contracting Requirements
- 13) Affirmative Action Plan
- 14) Certifications and Affidavits

C.6.3 PART II: Package No. 2 (Price Proposal) shall contain:

Pricing

Package No. 2 shall contain price proposals only.

- 1) Exhibit 1-Construction Price Proposal

C.7 TECHNICAL PROPOSAL

Detailed information about the requirements of each part is listed below. At a minimum, these sections should contain the following:

1) Table of Contents

Provide a comprehensive listing and location of all written pages, exhibits, and other materials.

2) Letter of Interest

Provide a Letter of Interest that includes executive summary/introduction; profile regarding the history and attributes of the individual/firm, name of entity, address, website and telephone number; name of contact individual, telephone number, email address, and a brief description of the understanding of the Scope of Work and entities ability to perform work.

3) Documentation to Substantiate Capacity & Experience Performing Similar Work

Provide a brief narrative description of the firm's history and capabilities. Include the following:

- Year Firm Established, number of years in continuous operation;
- Former Name and Year Established (if applicable);
- Name of Parent Company and Date Acquired (if applicable).
- General Contractor's license in the District of Columbia.
- Principals/Partners in Firm. List names of all persons with ownership interest in the company and their titles,
- Annual volume figures for the last five years, current firm commitments, and current bonding capacity (aggregate and individual job limits).
- Current company construction capabilities (types of work in which company specializes, preferred range of job size, unique areas of construction expertise).
- Provide details of any past or pending litigation, or claims filed, against your firm that may affect your performance under a contract with the Owner.
- Provide most recent financial statements (preferably audited) for your firm. (Financial Statements are not included in 45 page limitation.
- Provide letter of intent from a surety company indicating your firm's ability to bond for the entire construction cost of the project.

4) Documentation to Substantiate Past Performance

Provide description of most recent projects completed (*minimum of 5*), including:

- Description of project, including address.
- Project construction budget award.
- Number of change orders.
- Project start date, project completion date.

- Whether completed on time and on budget. Unique circumstances should be explained.
- Client information

If not addressed in most recent projects completed, please provide information on projects completed that are comparable to Parkway Overlook. Provide description of projects currently under construction, including:

- Description of project, including address.
- Project construction budget award.
- Project start date, anticipated project completion date.
- Client information

5) Service Approach/Staffing Plan

Describe the project team that will be assigned to the Project.

- Describe the proposed project assignments and lines of authority and communication for each key team member to be directly involved in the project.
- Indicate the estimated percent of time these team members will be involved in the project and the estimated hours per week.
- Include resumes for all individuals listed above including education, work history, length of tenure with the firm and relevant experience with similar projects.
- Provide reference contacts for proposed full-time individuals.

6) Management Approach

Describe firm's management approach to completing the scope of work. Include the management strategies and value that your firm brings to the project. Include, at a minimum, a description of the following elements of your management plan:

- A contracting plan to explain how sub-contractors will be utilized to carry out the project completion. If you propose to self-perform work, describe your history and the category(s) of this self-performed work.
- Explain how you will approach the bid process, value engineering, and constructability reviews to complete construction within the established GMP Contract. Describe your approach to determining whether project changes are inside or outside the scope of the GMP Contract.
- Provide a description of your company's quality control program and describe how it will be implemented at the development sites.

- Provide a one-page preliminary baseline schedule. Please highlight the number of days to meet the following key milestones:
 - Cluster 1 construction completion
 - Cluster 2 construction completion
 - Cluster 3 construction completion
 - All construction complete, project close-out
- Describe your firm’s monthly update procedures and how changes in the critical path are documented.

7) List & Documentation of Licenses, Certifications and Affiliations *(Supporting Documentation not included in 45 page limitation.)*

List and provide copies of Licenses, Certifications, and Trade Affiliations.

8) References *(Supporting Documentation not included in 45 page limitation.)*

Provide a list of at least three (3) references but no more than six (6) references for past or current projects similar to the project outlined in the subject solicitation. The list must include the name and location of the project; the role of the team (or team member) in the project; and the name, email telephone and fax numbers and addresses of the person most familiar with the work performed.

References may be contacted to verify project award, project performance and quality of work.

9) Experience with HUD Section 3 and Section 3 Plan *(Supporting Documentation not included in 45 page limitation.)*

DCHA’s goal is to maximize the economic opportunities for DCHA clients and other District residents, especially community residents, in the Redevelopment Plan. The DCHA and its contractors provide job training and employment opportunities to eligible low-income individuals in Washington DC. In addition, DCHA also offers training and support for low-income clients who are seeking employment opportunities.

The basis of these employment opportunity programs is Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended by Section 915 of the Housing and Community Development Act of 1992. The acts “ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed toward low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.”

DCHA affirms its commitment to Section 3 by ensuring that all contractors and any tier subcontractors that are awarded contracts partially or wholly funded by DCHA for work generated through HUD funding shall take all necessary and reasonable steps to provide meaningful, full-time, permanent employment and training to Section 3 residents. It is further reaffirmed that all contractors and any tier subcontractors that are awarded a contract partially or wholly funded by DCHA for work generated through the expenditure of HUD funding shall take all necessary and reasonable steps to provide business opportunities to Section 3 business concerns.

Respondents shall describe experience with compliance with HUD Section 3 requirements and the results achieved. Review Section 3 requirements outlined in Section D.10 of this solicitation and complete the “Action Plan for Section 3 Commitment” *and* an “Estimated Project Workforce Breakdown” as outlined in that section. Minimally address the following: (1) Indicate whether the firm has a valid Section 3 Certificate (issued by the Department of Housing and Community Development); (2) Provide a detailed description of the hiring plan for DCHA program participants. Include the number, the type of jobs to be provided, and the number and type of training opportunities to be provided; (3) Provide a detailed description of the training plan for DCHA program participants, whether interns will be contracted or, if funding will be provided for training; (4) Outline the firm’s proposal, if any, to subcontract to Section 3 businesses. Describe in detail, the type of service to be provided. The narrative should clearly describe the results achieved in the Respondent’s experience in hiring and training Section 3 residents.

See Section E.3 of this Solicitation for an explanation of points systems for Section 3 specifically.

10) District of Columbia First Source
(Supporting Documentation not included in 45-page limitation.)

The project will be required to comply with District of Columbia First Source hiring agreements. The selected GC must hire District of Columbia Residents for 51% of all new jobs created by the project. A copy of the sample agreement is provided in [Attachment M](#) as well as the First Source Employment Plan in [Attachment Y](#).

Respondents must complete and submit Attachment M. The approved First Source Plan of the selected Respondent shall be submitted to the District of Columbia Department of Employment Services.

11) Minority/Woman/Certified Business Enterprise (M/WBE) Equity Plan
(Supporting Documentation not included in 45-page limitation.)

Participation by minority and women-owned business enterprises (“M/WBE”) is an important goal of the DCHA redevelopment program. Additionally, participation with District of Columbia certified business enterprises (“CBE”) is strongly encouraged and will receive additional points in scoring for evaluation purposes. The selected GC must include Certified Business Enterprise(s) (“CBE”) as subcontractors on the Project. Proposals that do not include a CBE in a Principal role will be considered non-responsive. To that end, Respondents should review DCHA’s M/WBE/CBE requirements in Section E of this solicitation for further information on DCHA’s policy regarding M/WBE/CBE participation.

Respondents shall describe experience with minority and women-owned business enterprises, compliance with HUD Section 3 requirements and the results achieved. Respondent should indicate any experience in providing minority equity participation in prior construction projects. Respondents should submit information about its policies, plans, activities and accomplishments in creating a diverse workforce. The narrative should also indicate any experience in utilizing Minority and Women-owned business enterprises and to what extent minorities and women are included in the project, and describe GC’s the diversity profile to include history and current positions of leadership.

12) District of Columbia SBE/CBE Contracting Requirements
(Supporting Documentation not included in 45-page limitation.)

Pursuant to section 2-218.46 of the Act, all construction & non-construction Government-assisted projects shall require 35% subcontracting to Small Business Enterprises (SBE) certified by the Department of Small and Local Business Development (DSLBD). Respondents are required to provide [Attachment O](#), District of Columbia SBE Subcontracting Statutory Requirements Acknowledgement Form. POLP is requiring that Respondents to subcontract a minimum of 40% to SBE businesses. Respondents are required to provide Attachment N SBE Subcontracting Plan as part of their response, listing all subcontracts between the Respondent and SBEs/CBEs; and between SBE/CBE and Non-CBE Subcontractors and all lower tier SBE/CBE Subcontractors. The SBE Acknowledgment Form and the SBE Subcontracting Plan of the selected Respondent shall be submitted to the District of Columbia Department Small and Local Business Development.

13) District of Columbia Apprenticeship Program
(Supporting Documentation not included in 45-page limitation.)

District of Columbia Apprenticeship Program: The selected Respondent will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council. This requirement is further described in the DHCD Affirmative Action Program Plan Package [Attachment P](#).

14) Certifications/Affidavits

(Supporting Documentation not included in 45-page limitation.)

Attach the following completed certification forms:

- **Attachment A**, HUD General Conditions for Construction Contracts
- **Attachment B**, Tax Certification Affidavit
- **Attachment C**, Non-Collusive Affidavit
- **Attachment D**, Certificate of Eligibility
- **Attachment E**, Contract Compliance Requirements
- **Attachment F**, Payments to Subcontractors and Suppliers Certificate
- **Attachment G**, Representations, Certifications, and Other Statements of Bidders
- **Attachment H**, Statements of Bidders Qualifications
- **Attachment I**, Section 3 Contract Compliance Agreements
- **Attachment J**, Conflict of Interest Certification
- **Attachment K**, Wage Determination
- **Attachment L**, Benchmark Standards and Menu of Expanded Options for Compliance with DCHA's Section 3 Program
- **Attachment M**, District of Columbia Government First Source Employment Agreement for Construction Projects Only
- **Attachment N**, District of Columbia Government SBE Subcontracting Statutory Requirements Acknowledgement Form
- **Attachment O**, District of Columbia SBE Subcontracting Plan
- **Attachment P**, DHCD Affirmative Action Program Plan Package Instructional and Employment Data Forms
- **Attachment X**, List of Certified Minority and Woman Owned Financial Institutions
- **Attachment Y**, District of Columbia Government First Source Employment Plan

C.8 PRICE PROPOSALS

C.8.1 This section must include a price proposal for Construction Costs and GC Fees proposed by the Respondent. The proposal shall include the following:

Part A. Construction Price Proposal

Complete [Exhibit 1](#). Provide a cost proposal to complete the construction of the Project. The price proposal shall include all general contractor fees, which shall be all-inclusive of all related cost that the successful Respondent will incur to provide the scope of services, including, but not limited to: employee wages and benefits, clerical support, overhead, profit, licensing, insurance, materials, supplies, tools, equipment, long distance telephone

calls, document copying, etc.

Please note that separate pricing is required for the solar and battery storage components of the project so that the owner may render a final decision on their inclusion in the project.

Respondent may be asked to provide a final Price Proposal prior to execution of the Contract to reflect any changes to the Plans and Specifications included in the RFP.

The Price Proposal shall include compliance with the following requirements:

- Davis Bacon Requirements: A final wage decision shall be issued prior to execution of the contract;
- Section 3: The Respondent shall provide a plan to detail meeting Section 3 requirements;
- District of Columbia First Source;
- District of Columbia SBE/CBE Contracting Requirements and
- District of Columbia Apprenticeship Program.

C.8.2 Fair Price Statement: Provide a statement that your firm warrants the prices quoted are not in excess of those charged non-governmental clients for the same services performed by the same individuals.

C.8.3 The Respondent is fully responsible for controlling its cost of performing the contract and for properly pricing each project task. No price increases will be permitted for any alleged miscalculations of the basic project task dollar amounts. These amounts shall include all allowable costs related to the performance of the contract, such as labor, overhead, profit, travel, materials, all equipment, facilities, telephone services, etc.

C.8.4 POLP will perform a cost analysis of the Respondent's Price Proposal. The cost analysis will allow POLP to determine the reasonableness of the proposed contract cost.

C.8.5 Travel in the metropolitan area shall not be reimbursed. The metropolitan area includes the District of Columbia; and the counties of Montgomery and Prince Georges in Maryland; the cities of Alexandria, Falls Church and Fairfax in Virginia, and the counties of Arlington, Fairfax, Prince William and Loudon in Virginia.

C.9 CONFLICT OF INTEREST

In submitting a proposal, the firm affirms that to the best of its knowledge, there exists no actual or potential conflict between the firm's business and financial interests and any commissioner, officer, employee, or agent of DCHA or DCHA's affiliates or instrumentalities. To the extent that a potential conflict exists, this must be disclosed in the proposal.

C.10 COMPLETE PROPOSALS

Complete proposals will be evaluated based on established evaluation criteria. Upon the completion of the review process, the Evaluation Panel will submit its recommendation(s) of Respondents that are deemed the most overall technically qualified.

C.11 MANNER OF AWARDS

POLP, may award a contract or contracts upon the basis of the initial responses received, without discussion. Therefore, each initial Proposal should contain the Respondent's best and final terms from a cost and technical standpoint. Proposals shall represent the best efforts of the Respondents and will be evaluated as such. Proposals should set forth full, accurate, and complete information as required by this solicitation.

C.12 RETENTION

All proposals are the property of POLP, shall be retained by POLP and therefore, will not be returned to the Respondent.

C.13 FAILURE TO SUBMIT RESPONSE

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or email, whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer of the reason(s) for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list for one year after the closing date of this solicitation.

C.14 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal to this solicitation are not desired and may be construed as an indication of the Respondent's lack of cost consciousness. Elaborate artwork, expensive paper bindings, and expensive visual and other presentation aides are neither necessary nor desired. No credit will be given for general marketing or promotional materials.

C.15 PROPRIETARY OR CONFIDENTIAL INFORMATION

A Respondent including proprietary or confidential information in its proposal shall conspicuously mark each page as proprietary or confidential if the Respondent does not

want the proprietary or confidential information disclosed to the public or used by POLP, DCHA and/or one or more of its instrumentalities for other than evaluation purposes. POLP reserves the right to determine the proprietary or confidential nature of the information and shall treat such information accordingly, based on its sole determination.

C.16 LATE PROPOSALS, MODIFICATIONS, AND WITHDRAWAL OF PROPOSALS

a) Proposals and modifications to proposals that are received in the designated POLP office after the exact time specified in the RFP are “late” and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

1. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of proposal;
2. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the RFP was caused by mishandling by POLP after receipt; or
3. The proposal is the only proposal received.

b) The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent, either by registered or certified mail, shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification, or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the Respondent can furnish evidence from the postal authority of timely mailing.

c) Any request for withdrawal or request for modification received after the time and date set for submission of offers at the designated location for submission shall be considered “late”.

d) A late proposal, late request for modification, or late request for withdrawal shall not be considered, except as provided by this section.

e) A late modification of a successful proposal, which makes its terms more favorable to POLP, shall be considered at any time it is received and may be accepted at the sole discretion of POLP.

C.17 FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF A PROSPECTIVE CONTRACTOR

The Respondent must demonstrate to the satisfaction of the Contracting Officer, its capability to perform fully the contract requirements in all respects. Therefore, the

{0025616 -}

Respondent shall furnish any reasonable information requested by the Contracting Officer in order to determine its ability to perform.

C.18 SIGNING OF PROPOSALS

The Respondent shall sign and print or type its name on the proposal. The signing of the proposal shall deem all information contained therein as true and accurate. Any false or misleading information contained in the proposal may be grounds for disqualification, if prior to selection of award, or termination, if discovered after award. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of the agent's authority to bind the Respondent, unless that evidence has been previously furnished to the Contracting Officer.

Proposals by a partnership must be signed with the partnership name by one of the partners of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by a limited liability company shall be signed by a member or manager of the company, followed by the signature and designation of the person signing, if such member or manager is an entity. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the President or Vice President and attested to by the Secretary of the Corporation or other persons authorized to bind the Corporation. The Corporate Seal must be affixed thereto. If the offer is signed by other than the President or Vice President, evidence of authority to so sign must be furnished by resolution of the Board of Directors meeting or extract of by-laws certified by the Corporate Secretary with Corporate Seal affixed thereto.

The names of all persons signing shall be typed or printed below the signatures. Any offer by an individual who affixes to his signature the word "President", "Vice President", "Secretary", "Agent", or other designation, without disclosing his principal, may be held personally to the offer. Proposals submitted by a joint venture must be signed by all authorized venture personnel.

C.19 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, D.C. Code §2-531 et seq. (FOIA), provides for the disclosure of public information upon request. Specifically, the law provides that "any person has the right to inspect, and, at his or her discretion, to copy any public record of a public body except as expressly exempted by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Code §2-1701(13). Thus, public

{0025616 -}

information submitted in response to this solicitation to DCHA may be subject to disclosure under the FOIA.

C.20 PROPOSAL GUARANTEE AND ACCEPTANCE PERIOD

Proposals must be accompanied by a written guarantee that the Respondent will keep its initial offer open for at least one hundred and twenty (120) days and that, if a best and final offer is made, it will keep its best and final offer open for a period of at least ninety days (90) days; and upon acceptance by POLP of a best and final offer, that it will execute the contract and meet other requirements within the times specified in the solicitation.

C.21 ACKNOWLEDGEMENT OF ADDENDA/AMENDMENTS

Respondents shall acknowledge in their proposals, receipt of addenda or amendment(s) to this solicitation by signing the document on the acknowledgment line of the addenda or amendment. Respondent's failure to acknowledge an addenda or amendment may result in rejection of the offer.

SECTION D – CONTRACT TERMS

D.1 TERM OF CONTRACT

The term of this contract shall be for two (2) years, as deemed appropriate by POLP.

D.2 TYPE OF CONTRACT

The contract shall be Cost of the Work Plus a Fee with a Guaranteed Maximum Price (GMP). Contract shall be between the selected Respondent and POLP or otherwise successor entity that assumes ownership of the Property.

The Contract Documents (Contract) are attached to this RFP as listed below. Respondents are encouraged to review the Contract carefully prior to submitting their proposal. To the extent that there are any inconsistencies between this RFP and the Contract the Contract Documents shall prevail. Respondents are further advised that they are required to submit their proposals premised upon entering into a contract that is substantially similar to the Contract Documents and that any proposed changes to the Contract must be clearly identified and described in the proposal. A proposal that fails to specifically identify and describe the requested changes shall be deemed non-responsive.

The form of the contract shall be the following:

- AIA Document A102 - 2007~ [Attachment Q](#)

Standard Form of Agreement Between Owner and Contractor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price.

- AIA Document A201 - 2007~ [Attachment R](#)
General Conditions of the Contract for Construction
- HUD 5370 General Conditions for Construction Contract~ [Attachment A](#)
- AHAP Construction Contract Rider~ [Attachment U](#)
- POLP Rider to AIA GC's Contract- Parkway Overlook~ [Attachment V](#)
- POLP Owner General Contractor Contract Rider for District-Funded Projects~ [Attachment W](#)

Additional Riders may be attached to comply with applicable HUD, DCHA and District of Columbia provisions.

D.3 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

D.4 INSURANCE

The successful Contractor at its own expense shall obtain the minimum insurance coverage set forth hereunder (and as additionally set forth in Exhibit 3) and keep in-force such insurance, and such other insurance, in such coverage amounts, as POLP may require from time to time, throughout the contract period. With respect to policies required hereunder, the following conditions and requirements apply:

a. **Contractor's Liability Insurance**

The Contractor shall provide and maintain Contractors Liability Insurance (broad form coverage) insuring against claims for bodily injury, property damage, personal injury and advertising injury. By its terms or appropriate endorsements such insurance shall include the following coverage, to wit: Bodily Injury, Property Damage, Fire Legal Liability (not less than the replacement value of the portion of the premises occupied), Fidelity/Crime, Professional Liability, Personal Injury, Blanket Contractual, Independent Contractors, Premises Operations, Products and Completed Operations (for a minimum of two (2) years following Final Completion of the Project).

The Owner shall be named as an Additional Insured under the Commercial General Liability policy of insurance:

Amount of Coverage: \$10,000,000 per occurrence

\$10,000,000 aggregate

Policy Period: Annual Policy

b. Automobile Liability Insurance

The Contractor shall provide Comprehensive Automobile Liability Insurance insuring against claims for bodily injury and property damage and covering the ownership, maintenance or use of any auto or all owned/leased and non-owned and hired vehicles (Symbols 2, 8 and 9) used in the performance of the Work, both on and off the Project Site, including loading and unloading.

Amount of Coverage: \$1,000,000 per occurrence

Policy Period: Annual Policy

c. Workers' Compensation Insurance

The Contractor should contact their insurer for the appropriate liability limit.

d. Employer's Liability Insurance

The Contractor shall provide Employer Liability Insurance covering its legal obligation to pay damages because of bodily injury or occupational disease (including resulting death) sustained by an employee.

Amount of Coverage: \$1,000,000 bodily injury by accident

\$1,000,000 bodily injury by disease

\$1,000,000 policy limit

Policy Period: Annual Policy

e. Umbrella/Excess Liability

The Contractor shall provide Umbrella/Excess Liability insurance limits as follows:

Amount of Coverage: \$5,000,000 - \$25,000,000

Policy Period: Annual Policy

f. Builder's Risk Insurance

During the term of this Contract, Contractor will provide Builder's Risk/Course of Construction insurance, insuring on an "all risk" basis, subject to policy(s) exclusions, equal to the maximum probable loss and covering the Project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of the Owner, Contracts and their subcontracts of any tier providing equipment, materials, or services for the project.

Deductibles:

Each loss shall be adjusted separately for any one insured Project and any one occurrence, and from the amount of each adjusted loss, the amount as stated below shall be deducted:

1. In respect of losses arising from all other insured perils: \$25,000 per occurrence.
2. In respect of losses arising from the peril of volcanic eruption, landslide or mine subsidence: \$500,000 per occurrence.

Contractor will be responsible for the deductible amounts, per each occurrence, as show above, or as adjusted by the Owner from year to year. The Owner will give the Contractor 30 calendar days' notice of any change in the existing deductibles. It is the Contractor's responsibility to be familiar with the current coverages described in this Section.

The Contractor shall immediately report any incident, claim or potential claim for damage or injury, no later than 24 hours after occurrence to POLP, the Contracting Officer's Technical Representative and Karl Jones, Manager of the DCHA Office of Risk Management and will cooperate with its insurers and those of POLP and DCHA. The Contractor shall provide any and all documentation relative to loss and damage via delivery receipts, bills of lading, material invoices, acknowledgement forms, etc.

The Owner reserves the right to require the Contractor to furnish the contractor's actual insurance policies for examination by the Owner.

g. Pollution Liability Insurance

The Contractor shall provide and maintain Pollution Liability Insurance insuring against claims for bodily injury (including wrongful death) and property resulting from the presence or removal of asbestos on the Project Site. A separate certificate of insurance evidencing the coverage required herein shall be provided to the Owner.

Amount of Coverage: \$1,000,000 per occurrence

\$2,000,000 aggregate

Policy Period: Annual Policy

h. Additional Insurance Requirements

1. The policies shall be endorsed to name POLP and DCHA as additional insured's and a loss payee (as applicable). POLP shall be additional insured(s) on a primary/non contributory basis. Organizations providing financing for the Project may also be required to be added as additional insureds;
2. The policies shall be in place before the execution of this contract, and in-force insurance is a condition precedent to this contract;
3. The Contractor shall provide POLP with a Certificate of Insurance as evidence of the limits of coverage required hereunder;
4. In the event the Contractor's insurance expires during the execution of this contract, the Contractor shall provide POLP with copies of renewal certificates 30 days prior to the expiration date of the expiring coverage;
5. Insurance contracts shall require the insurance company to notify POLP in the event of a substantial change in coverage during the policy term; and
6. The insurance provider must have an A.M. Best Company rating of A-VIII or higher by companies authorized to do business and in good standing in the District of Columbia, on such conditions, and with such beneficial interest appearing thereon as shall be acceptable to POLP.

D.5 INDEMNIFICATION

The Respondent shall indemnify, defend and hold harmless HUD, POLP and DCHA , and its respective employees, agents, contractors, Board of Directors, Board of Commissioners, members, managers and other representatives (the "Indemnified Parties"), from any loss, cost damage, claim, demand, suit, liability, judgment and expense (including any attorney fees and other costs of litigation) arising out of or resulting from or in connection with any worked called for or performed under this contract, any breach by the Respondent, its agents, employees and the Respondent of any provision of this contract, or any negligent or bad faith act(s) or omission (s) or the negligent performance of this contract by the Respondent, its agents, employees and the Respondent or any other person or entity for which the Respondent may be responsible. Any provisions or limits of insurance set forth in this contract shall not limit the Respondent's liability. At its own expense, the Respondent shall obtain the necessary insurance coverage acceptable to POLP to comply with this indemnification requirement; provide evidence of such coverage to POLP, and such coverage shall be in place before the execution of the contract awarded and as a condition to it.

D.6 OPTION TO EXTEND THE TERM OF THE CONTRACT-*(Reserved)*

D.7 METHOD OF COMPENSATION

Monthly Payment of Services:

POLP shall pay for services on a monthly basis (Net 30).

Submission of Payment Requests

- a. All payment requests must be addressed as follows and forwarded to:

District of Columbia Housing Authority
Attn: Accounts Payable
1133 North Capitol Street, NE, Suite 329
Washington, D.C. 20002-7599
Email: DCHApayments@dchousing.org

- b. Proper invoices shall be submitted using AIA Contract Documents

- AIA G702 Application and Certificate for Payment~ [Attachment S](#)
- AIA G703 Continuation Sheet~ [Attachment T](#)

D.8 TASK ORDERS- *(Reserved)*

D.9 AFFIRMATIVE ACTION PROGRAM

Respondent shall submit two (2) copies of an Affirmative Action Plan (AAP) and Goals and Timetables (G&T) “Compliance with Equal Opportunity Obligations in contracts” and the Office of Human Rights Regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts” promulgated August 15, 1986.

D.10 SECTION 3 REQUIREMENTS

All Contractors shall comply with the Section 3 Program, as defined in the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u) (Section 3), amended by the Housing and Community Development Act of 1992 (1992 Act) (commonly known as and herein after as the Section 3 Program). Section 3 compliance requires all Contractors performing work on behalf of DCHA or any of its subsidiaries to ensure that training, employment, contracting and other economic opportunities generated by the Federal financial assistance shall, to the greatest extent feasible, be directed toward low-income and very-low-income persons, particularly those who are recipients of government assistance for housing. The selected Team’s first priority of hire will be to a DCHA resident or program participant.

In addition, pursuant to Mayor’s Order 83-265, DC Law 5-93, as amended, DC Law 14-24, and the Workforce Intermediary Establishment and Reform of First Source

Amendment Act of 2011, the selected Team recognizes that one of the primary goals of the District of Columbia government is the creation of job opportunities for District of Columbia residents. Accordingly, Respondent shall enter into (1) a First Source Agreement with the District of Columbia Office of Employment Services (“DOES”) and, (2) a Section 3 agreement with DCHA.

The First Source Agreement, among other things, requires the selected Team to: (i) use diligent efforts to hire and use diligent efforts to require its architects, engineers, consultants, contractors, and subcontractors to hire at least fifty one percent (51%) District of Columbia residents for all new jobs created by the work required hereunder, all in accordance with such First Source Employment Agreement and (ii) use diligent efforts to ensure that at least fifty one percent (51%) of apprentices and trainees employed are residents of the District of Columbia and are registered in apprenticeship programs approved by the D.C. Apprenticeship Council. The selected Team will ensure that if any new jobs are created during the term and implementation of this contract that DCHA public housing residents and program participants (HCVP) will receive first priority for such new jobs.

Under DCHA’s Section 3 policy, the minimum numerical goal for employment shall be equal to 10% of the total number of labor hours on this contract. A 2nd option for compliance under this act is to annually enroll Section 3 individuals totaling at minimum 30% to an Apprenticeship program. Another option is to subcontract to a Section 3 business concern. In accordance with the HUD regulations, 10% of the subcontract may be awarded to section 3 business concerns for construction and 3% of the subcontract may be awarded to section 3 business concerns for non-construction contracts. Cash donations to DCHA’s Section 3 Fund are presented as a “last resort option” to all Contractors. This option is made available to Contractors who have exhausted all priority preferences and are unable to hire or train Section 3 individuals as the contract is immediate and the period is minimal or, the skill sets required by the staff is too technical or too advanced for the Section 3 individuals seeking employment. The funds received will be used to provide training, uniforms, or transportation for Section 3 individuals. Contractors and subcontractors will:

1. Incur all costs required for compliance with the applicable regulation related to Section 3 and First Source;
2. Be subject to DCHA and DOES monitoring for compliance, and
3. Accept any applicable penalties for noncompliance with these statutory regimes.

The Section 3 requirement is designed to provide current or displaced residents of DCHA public housing and participants of any other DCHA-sponsored program with training and employment opportunities through which they can gain skills and work experience. **The Contractor must provide an “Action Plan for Section 3 Commitment” and an “Estimated Project Workforce Breakdown” along with their bid proposal. These documents should include a brief narrative description of the contract, and training and/or job opportunities for Section 3 participants as a part of this contract. The**

details of this plan should include the number of Section 3 participants to be hired, a list of tasks, description of skills associated to those tasks, the estimated total hours of those tasks under this contract, and a description of the methods to be used to achieve the respective Section 3 Commitment. A template of the Action Plan for Section 3 Commitment and a copy of the Estimated Project Workforce Breakdown have been enclosed with this letter solicitation (**Attachments**).

If the Contractor assesses that this particular contract/project does not provide an opportunity to provide residents with quality training and employment opportunities. DCHA encourages the Contractor to commit to providing such opportunities on other worksite(s) already secured by the Contractor. Each Section 3 Plan will be rated on the quantity of job opportunities and on the quality of the training and/or the development of skills that lead to economic self-sufficiency and careers. If the contractor chooses to provide training and/or employment opportunities on work site(s) other than the project site of this contract, the Contractor must provide evidence of other secured work along with the detailed Section 3 Plan.

DCHA recognizes that the Contractor seeks trainees and/or employees that meet certain requirements. In order to better facilitate this goal, all efforts to hire to meet the Contractor’s Section 3 goals must be coordinated through the DCHA Section 3 Compliance Coordinator.

Examples of Opportunities

Administrative/ Management	accounting, payroll, research, bookkeeping, purchasing, word processing
Services	appliance repair, florists, marketing, carpet installation, janitorial, courier, photography, catering, landscaping, printing, computer/information, manufacturing, transportation.
Construction	architecture (intern), bricklaying, carpentry, cement/masonry, demolition, drywall, electrical, elevator construction (apprentice), fencing, heating, iron works, machine operation, painting, plastering, plumbing, tile setting.

See Attachment L- Benchmark Standards & Menu of Expanded Options for Compliance with DCHA’s Section 3 Program

Non-Compliance Procedures

Any Contractor who fails to make a positive effort to meet the hiring and contracting goals described in the Section 3 Plan may be determined to be non-compliant. After a determination by DCHA that the Contractor has failed to comply with the Section 3 terms of their contract, DCHA shall serve notice of such non-compliance to the Contractor or

its representative. The Contractor shall be responsible for notifying any subcontractor(s) who is not in compliance.

Upon request, the Contractor determined to be non-compliant shall meet with DCHA within three (3) working days of written notice in order to determine a method of correcting the deficiencies and determining the time period within such remedy shall be effective. If remedy is not agreed upon within three (3) days of the required notice, DCHA shall prescribe the remedy by which deficiencies shall be corrected and notify the Contractor in writing of such a determination. If the Contractor does not correct the deficiencies in the manner as directed by DCHA within thirty (30) calendar days DCHA may impose any or all of the following sanctions:

- (a) Withholding payments;
- (b) Termination for default or suspension of contract; or
- (c) Placing the Contractor on a list of Contractors who fail to comply with DCHA Section 3 requirements.

Any Contractor who fails to comply with the First Source Agreement entered into with DOES will be subject to the procedures and penalties as set forth in the executed agreement.

Monitoring

DCHA will conduct unscheduled site visits to interview all Section 3 hires. DCHA will also review weekly payrolls and other supportive documentation.

Reporting

Contractor must submit quarterly reports regarding their Section 3 activities as requested by the Section 3 Compliance Coordinator. If Contractors have executed a First Source Agreement with the DOES, and have chosen to hire Section 3 residents to achieve compliance, they are also required to submit copies of their monthly Contract Compliance Forms (as required by their First Source Hiring Agreements) with their quarterly Section 3 Report. If Contractors chose to contract with Section 3 business concerns they must also submit proof of payment to those businesses.

Contractors are required to contact the DCHA Section 3 Compliance Coordinator within five business days of project completion.

Contact

Please consult the Data Management and Section 3 Compliance Specialist, Office of Resident Services, Hanna Koerner via telephone at 202.535.1517 and via email at hkoerner@dchousing.org for additional information or assistance with the completion of your Section 3 Action Plan.

D.11 RESTRICTION ON DISCLOSURE AND USE OF DATA

A Respondent including proprietary or confidential information in its proposal shall conspicuously display the following information on the first page of the offer if the respondent does not want the proprietary or confidential information disclosed to the public for any purpose or used by POLP or DCHA except for evaluation purposes:

D.11.1 That the proposal includes proprietary or confidential information that shall not be disclosed outside of POLP or DCHA and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the proposal;

D.11.2 That if a contract is awarded to the Respondent, POLP or DCHA shall have the right to duplicate, use or disclose the proprietary or confidential information to the extent provided in the contract;

D.11.3 That this restriction does not limit POLP or DCHA's right to use the proprietary or confidential information if it is obtained from another source without restriction; and

D.11.4 That the Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction.

The Respondent shall not designate as proprietary or confidential information the name of the respondent, the proposal price, or any information that is not actually proprietary or confidential.

In addition to the requirements above, the Respondent shall conspicuously mark each separate sheet containing proprietary or confidential information it wishes to restrict with a notation to the effect that the use or disclosure of proprietary or confidential information contained on the sheet is subject to the restriction set forth on the first page of the proposal.

D.12 RESPONSIBLE CONTRACTORS

POLP will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of an offer, POLP will consider such matters as the Respondent's:

1. Integrity
2. Compliance with public policy
3. Record of past performance
4. Financial and technical resources

Before a proposal is considered for award, the Respondent may be requested by POLP to submit documentation regarding any of the items in the paragraphs above. Failure by the Respondent to provide such additional information shall render the Respondent ineligible for award. In addition, the POLP may conduct site visits to the Respondent's office or facility to verify information contained in the proposal.

D.13 EMPLOYEE DISHONESTY INSURANCE

Upon contract award, Respondent shall provide evidence of employee dishonesty insurance for an amount not less than \$250,000, obtained at its own expense, for the purpose of protecting DCHA and POLP against dishonest acts of the Respondent and its employees. Owner and DCHA must be named as the loss payee.

D.14 RESPONDENT'S KEY PERSONNEL

The key personnel specified in the Respondent's proposal are considered to be essential to the work being performed under the contract. Prior to diverting any of the key personnel for any reason(s), the Respondent shall notify the Contracting Officer and COTR in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract.

D.15 CONSENT TO SUBCONTRACT

The Respondent must obtain the consent of POLP to subcontract any portion of the work. All Respondents are required to include in their proposal a list of any proposed subcontractors, and a list of tasks/items, if any, which the Respondent intends to subcontract all or any portion of work.

D.16 FAIR HOUSING EQUAL OPPORTUNITY CLAUSE

During the performance of the contract, the Respondent shall not discriminate on the basis of race, color, religion (creed), sex, natural origin, handicap or familial status, or the existence or use of a policy or practice, or any arrangement, criterion or other method of administration which has the effect of denying Equal Housing Opportunity, or which substantially impairs the ability of persons to apply for or receive the benefits of assistance because of race, color, religion (creed), sex, natural origin, handicap or familial status, in the sale, rental or other disposition of residential properties or related facilities, including land to be developed for residential use, or in the use or occupancy thereof.

D.17 THE AMERICAN WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Respondent and all of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with disability. See 42 U.S.C. §2101, et.seq.

D.18 SECTION 504 OF THE REHABILITATION ACT OF 1973 (AS AMENDED)

During the performance of the contract, the Respondent and all of its subcontractors shall comply with the Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against persons with disabilities in federally funded programs and activities.

DCHA has entered into a Voluntary Compliance Agreement that requires a minimum of six percent (6%) of the public housing units constructed will comply with Uniform Federal Accessibility Standards (“UFAS”) . DCHA may require more than six percent (6%) in an applicable revitalization plan. In addition, all other units constructed must comply, as applicable, with the Fair Housing Act guidelines on accessibility. See 29 U.S.C. §794.

D.19 NO WARRANTY

Respondent is required to examine the RFP, specifications and instructions pertaining to the services required. Failure to do so will be at the Respondent’s own risk. It is assumed that the Respondent has made full investigation so as to be fully informed of the extent and character of the services requested and of the requirements of the specifications. No warranty is made or implied as to the information contained in the RFP, specifications, and/or instructions.

D.20 EXPENSE OF PROPOSAL SUBMISSION

All expenses incurred in the preparation and submission of proposals in response to the RFP shall be borne by the Respondent.

D.21 CANCELLATION

POLP reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of POLP. POLP further reserves the right to waive any minor information on any proposal received, if it is in the best interest of POLP to do so. The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP, shall be at the sole and absolute discretion of POLP.

D.22 PROTEST

Any party involved in a dispute with POLP or DCHA related to any procurement decision that has unfavorably affected the aggrieved party is entitled to a resolution of the dispute in a timely manner and in accordance with applicable local or Federal law. The Protester, in all instances, must pursue a remedy through the established administrative procedures of DCHA prior to pursuing a protest with the Federal agency. Guidelines and procedures that must be followed are presented herein.

DEFINITIONS

Contracting Officer. The person within POLP or DCHA duly authorized by the governing body thereof to administer contracts for, and in the name of, DCHA or POLP as applicable.

Authorized Representative. The Authorized Representative shall mean the person authorized on behalf of POLP to bind POLP.

Executive Director. The Executive Director of DCHA.

Federal Agency. Unless otherwise defined, the United States Department of Housing and Urban Development.

Protester. Any Respondent to a solicitation made by POLP or DCHA who has submitted a bid, quotation, or proposal that contains all the material requirements of the solicitation and has received an unfavorable decision concerning the results thereof; and has a valid basis to challenge the award decision, or any Respondent who files a complaint based on the content of the RFP, prior to the proposal due date based on specific facts giving rise to any such complaint.

PROCEDURES

1. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten calendar days of contract award by the Contracting Officer on behalf of POLP, or the protest will not be considered, unless a different time period has been established, if applicable. In such cases, the time period set forth in the solicitation and/or contract prevails. The complaint must be in writing, and must identify the aggrieved party by name and address, state the nature and scope of the complaint including costs, if any, being sought by the protester, and be specific as to the solicitation, bid, proposal or contract that gave rise to the protest or complaint.
2. The Contracting Officer, upon receipt of the formal complaint, shall review the merits of the protest and render a decision, in writing, to the Protester. The response shall state if the protest or complaint is eligible for consideration based on its timely submission, or state a finding of fact based on information provided by the Protester and POLP's

knowledge of the circumstances, and included instructions for further action the Protester may take if said decision is not satisfactory. The Contracting Officer must respond to the protest within fifteen (15) days of its receipt, except where the response time is otherwise stipulated in a contract with the Protester directly related to the disputed issues.

3. If the Contracting Officer does not respond to the formal protest within the allotted time, or the Protester does not agree with the decision rendered, then the Protester may submit an appeal to have the dispute resolved by the POLP Authorized Representative. Such request must be in writing and made within ten (10) days of the date of the initial decision rendered by the Contracting Officer, or within ten (10) days after the expiration of the response time allotted. The POLP Authorized Representative shall respond to protests submitted in a timely manner within ten (10) days of receipt of said protests, except where the response time is otherwise stipulated in a contract with the Protester and directly related to the disputed issues.
4. If the POLP Authorized Representative does not respond to a properly submitted protest within the allotted time, or the Protester continues to disagree with the decision rendered, then the Protester may submit a formal request to have the dispute settled by the appropriate HUD field office, if applicable, or to the District of Columbia Board of Contract Appeals (CAB). Such request must be in writing and made within ten (10) days of receipt of the decision rendered by the POLP Authorized Representative. The HUD field office will only review protests that meet one of the following criteria:
 - I. Violation of Federal law or regulations and the standards of section 200.317-200.326, code of Federal Regulations, title 2 (2 CFR, Part 200). Violations of local law will be under the jurisdictions of local authorities.
 - II. Violation of POLP's protest procedures delineated herein based on the failure of POLP to review a complaint or protest.
5. All protests, except those directed to HUD, or CAB, shall be addressed to the administrative offices of POLP. The address of the administrative offices of POLP is as follows:

c/o District of Columbia Housing Authority
Contracts and Procurement Administration
1133 North Capitol Street, N.E. Room 300
Washington, D.C. 20002-7599
Attn: Contracting Officer
6. All protests directed to the field office of the Federal agency shall be addressed to the following location:

Public Housing Division
U.S. Department of Housing and Urban Development
Washington D.C. Field Office, Region III
Union Center Plaza
820 First Street, N.W.

Washington, D.C. 20002-4205

7. To the extent applicable POLP shall, in all instances, promptly disclose information to HUD to any protests or complaints. However, failure to promptly notify HUD of such matters does not relieve the Protester of the responsibility to comply with the administrative procedures presented herein.
8. In the event the Protester disagrees with the decision rendered by the HUD field office and exhausted all administrative remedies, Protester may pursue any and all legal remedies available in the District of Columbia Board of Contract Appeals.

D.23 BEST AND FINAL OFFERS

POLP may award a contract upon the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Respondent's best terms from a cost and technical standpoint. However, if discussions are held with Respondents, all Respondents within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written best and final offers ("BAFOs") at the designated date and time. If modification is submitted, it must be received by the date and time specified and is subject to the "Late Submission, Modifications and Withdrawals of Proposals" provisions of this solicitation.

After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in POLP's best interest to do so. If discussions are opened, the Contracting Officer shall issue an additional request for best and final offers to all respondents still within the competitive range.

D.24 CERTIFIED BUSINESS ENTERPRISE REQUIREMENTS

In cooperation with District of the Columbia, Respondent Teams agree that they will promote opportunities for businesses certified by District of Columbia Department of Small Local Business Development ("DSLBD"), or any successor governmental entity, as Certified Business Enterprises ("CBEs") in the performance of the work and the Project required hereunder and consistent with DC Official Code Section 10-801(b)(6) and shall enter into a CBE Agreement with DSLBD, as applicable. Subsequent to the award of a contract hereunder but prior to the payment of invoices, the selected Team shall provide DCHA with an executed copy of the CBE Agreement and any exhibits thereto.

D.25 DAVIS BACON REQUIREMENTS

Wages under POLP construction agreements must be paid in accordance with a wage determination issued pursuant to the Davis-Bacon Act, 40 U.S.C. Section 276(a), et al., by the United States Department of Labor or by HUD.

Contractor's construction agreements must affirm that:

- (a) The Contractor is responsible for paying not less than the applicable wage rates to all employees engaged in work under the contract and ensuring that any subcontractors also pay not less than the applicable wage rates; and
- (b) The Contractor shall submit a certified payroll report and compliance statement to DCHA each week during the contract period. A separate payroll report shall be submitted for Contractor and each subcontractor.

POLP may assure that all other compliance requirements for recruitment, referral and placement are fulfilled by Contractor. Specific goals or requirements will be included in each agreement.

Contractor shall execute a written affirmation of its compliance with all Davis-Bacon compliance matters.

Contractor shall submit periodic reports to DCHA's Contracting Officer detailing all Davis-Bacon compliance matters.

POLP will conduct periodic site visits and meetings with Contractor to ensure compliance.

Contractor shall ensure that all subcontractors on the Project are fully compliant with Davis-Bacon wage requirements. Contractor shall incorporate this requirement in all subcontractor agreements and ensure compliance.

D.26 MCNAMARA-O'HARA SERVICE CONTRACT ACT

Respondent shall be required to comply with the requirements of the McNamara-O'Hara Service Contract Act of 1965 (SCA), as amended, 41 U.S.C. 351, et seq., and the implementing regulations found in 29 C.F.R. 4. The McNamara-O'Hara Service Contract Act requires contractors and subcontractors performing services on prime contracts in excess of \$2,500 to pay service employees in various classes no less than the wage rates and fringe benefits found prevailing in the locality, or the rates (including prospective increases) contained in a predecessor contractor's collective bargaining agreement. For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 et seq., pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek.

SECTION E - EVALUATION FACTORS FOR AWARD

E.1 EVALUATION OF PROPOSALS

All proposals will be evaluated based on the evaluation criteria outlined below. The Contracting Officer will determine a competitive range based on the established criteria and point system. The Evaluation Panel may consider a proposal unacceptable if it lacks critical information or the submission represents a major deviation from the requirements of this RFP. Minor omissions, such as incomplete references, may, at the sole option and discretion of the POLP, be corrected subsequent to the submission due date.

All proposals will be initially reviewed to determine compliance with the proposal requirements specified within this solicitation. Proposals that do not comply with these requirements may be rejected without further review.

The evaluation factors and the comparative scoring of the factors shown in E.4 below will be used to determine which Respondents fall within the competitive range and the recommendation made to the POLP Authorized Representative.

E.2 RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

POLP will make an award to the most responsible and responsive Respondent whose offer conforms to the solicitation and is most advantageous to POLP (i.e., that which represents the best value to the POLP), cost or price and other factors considered. The proposed cost must be considered reasonable and must reflect the proposed technical approach.

POLP may award a contract to other than the lowest priced Respondent. In the event that two or more Respondents are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most responsive and advantageous to POLP.

DCHA may make multiple awards to ensure availability of a wide range of products or services. The proposed cost must be considered reasonable and must reflect the proposed approach.

The combined relative merit of the technical evaluation factors listed below will be more significant than cost or price in the selection of the Contractor.

E.3 EVALUATION AND SELECTION CRITERIA

Respondents are required to respond thoroughly to each of the following evaluation factors, with focus on providing answers that are both clear and concise. If any

requirement listed cannot be met, full disclosure must be given, along with an explanation and proposed alternative, if appropriate.

POLP will add additional points for Business Enterprise Designations after the technical evaluations have been completed and the competitive range has been established by the Contracting Officer.

The following evaluation factors will be used in determining the competitive range, with a total possible score of 232.5 points.

Proposals will be evaluated with points assigned to each section as follows:

TECHNICAL AND COST EVALUATION FACTORS

MAXIMUM 170 POINTS

CRITERIA	MAXIMUM POINTS
Capacity and Experience of the Firm Performing Similar Work	30
Past Performance of the Firm Completing Similar Work	30
Quality of the Service Approach and Staffing Plan to Completing the Scope of Work	20
Quality of the Management Approach to Completing the Scope of Work	20
Documentation of Licenses, Certifications, and Affiliations.	5
Quality of References	5
Section 3	20
<ul style="list-style-type: none"> ❖ For non-construction contracts: Proposes to have DCHA residents or program participants as interns. For construction contracts: Proposes to have DCHA residents or program participants as *apprentices. (2 points) ❖ Demonstrated evidence of successful past performance with the fulfillment of Section 3 Commitments. (3 points) ❖ Will hire DCHA residents or program participants for appropriate employment opportunities within the firm or any of its affiliated subcontractors. (4 points) ❖ Proposes to provide funding for training for a DCHA resident or program participant. (3 points) ❖ Will provide pro bono services to resident controlled companies or residents desiring to start a company either as a for-profit or non-profit entity. (2 points) ❖ Proposes to subcontract supportive services to Section 3 businesses. (2 points) ❖ Vendor submits a unique proposal that supports the requirement of Section 3 “to provide DCHA residents and program participants with training and/or employment opportunities”. (4 points) 	

SBE Participation Proposes to require that not less than 40% of all subcontracting relating to the Project be awarded to Small Business Enterprises ("SBEs"), as certified by the District of Columbia Department of Small and Local Business Development (DSLBD).	20
Cost / Fee Proposal Reasonableness and accuracy of the Respondent's Price Proposal to complete the scope of work.	70
TOTAL POINTS TECHNICAL & COST	220

*Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulation at 29 CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

**A Section 3 Business is defined as a business that is 51% or more owned by low-income individuals OR, a business whose full time workforce includes, at minimum, 30% low income individuals OR, a business who subcontracts in excess of 25% of the total amount of its contract to section 3 businesses.

***Sponsoring DCHA program participant(s) involves:

- providing the financial means necessary for the program participant(s) to receive training in a specific trade or other method of higher learning;
- provide mentoring to the program participant(s) sponsored; and
- committing to hire the respective program participant(s) after successful completion of their specialized training.

BONUS POINTS

MAXIMUM 12.5 POINTS

**Business Enterprise Designation Points for Small/Minority/Women Owned Business
(Maximum 10 Bonus Points)**

DCHA will add additional points for Business Enterprise Designations after the technical evaluations have been completed and the competitive range has been established by the Contracting Officer.

Upon determination of the competitive range, each Respondent who has been deemed technically qualified and is within the competitive range can receive additional points if the

Respondent is determined to be a Local Small Minority or Woman-Owned Business Enterprise (LSM/WBE).

The following definitions apply for the DCHA Business Enterprise Designation

- “Local” means within the Metropolitan Business Area;
- “Small” means a firm with 500 employees or less;
- “Minority” means 51% ownership; and
- “Woman-Owned” means 51% ownership.

The points shall be awarded to the Respondents based on a review of the respondent, either party of a joint-venture, or a Respondent’s subcontractors.

The points will be awarded in the following manner:

- Local = 2.5 points
- Small = 2.5 points
- Minority = 2.5 points
- Woman-Owned = 2.5 points

CBE Participation

(Maximum 2.5 Bonus Points)

DCHA will recognize the District of Columbia’s CBE certification. In recognition of the District’s CBE certification, the Authority will use the following CBE point system below to determine the number of points awarded to contractors with CBE certification. Please be advised that if one or more team members are a CBE, DCHA will only award points for one CBE team member. The point award will be based on the CBE with the highest number of preference points awarded by the District.

District of Columbia	D.C. Housing Authority
10-12 Preference Points	2.5 Preference Points
6-9 Preference Points	2.0 Preference Points
2-5 Preference Points	1.0 Preference Points

TOTAL MAXIMUM POINTS TO INCLUDE BONUS

232.5 POINTS

SECTION F-TIMETABLE (SELECTION PROCESS)

F.1 TIMETABLE

POLP will endeavor to follow the timetable set forth below; however, the activities and timetable represented below are a guideline only and are subject to change at POLP’s sole discretion and without prior notice:

Advertise Date	July 16, 2017
Issuance of RFP	July 17, 2017
Site Visit	Tuesday, July 25, 2017; 10:00 a.m.
Pre-Proposal Conference	Friday, July 28, 2017; 10:00 a.m.
Deadline for Submission of Questions	Friday, August 4, 2017
Submission of Proposals	Tuesday, September 5, 2017
Evaluation Period	TBD
Board of Commissioners Committee Review	TBD
Board of Commissioners Review/Approval	TBD
Contract Award	TBD

DATES IDENTIFIED ABOVE ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF POLP.

ALL PROPOSALS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY POLP, AND THE RESPONDENT RECEIVING THE HIGHEST RATING, BASED ON THE CRITERIA PRESENTED ABOVE, WILL BE SELECTED AS BEING THE MOST CAPABLE OF PROVIDING THE SERVICES AND SUPPLIES IN A MANNER THAT IS MOST ADVANTAGEOUS TO POLP, COST AND OTHER FACTORS CONSIDERED. POLP MAY REJECT ANY OR ALL PROPOSALS THAT ARE DETERMINED NOT TO BE IN POLP'S BEST INTEREST. IN ADDITION, POLP RESERVES THE RIGHT TO WAIVE ANY MINOR INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES POLP'S BEST INTEREST IN DOING SO.

SECTION G- EXHIBITS, APPENDICES & ATTACHMENTS

G.1 EXHIBITS

[Exhibit 1](#)- Parkway Overlook Price Proposal

G.2 APPENDICES

[Appendix I](#) _Parkway Overlook List of Drawings

[Appendix II](#) _Parkway Overlook Bid Documents

[Appendix III](#) _Parkway Overlook Site Plan and Pictures

G.3 ATTACHMENTS

- [Attachment A](#), *HUD 5370 General Conditions for Construction Contracts*
- [Attachment B](#), *Tax Certification Affidavit*
- [Attachment C](#), *Non-Collusive Affidavit*
- [Attachment D](#), *Certificate of Eligibility*
- [Attachment E](#), *Contract Compliance Requirements*
- [Attachment F](#), *Payments to Subcontractors and Suppliers Certificate*
- [Attachment G](#), *Representations, Certifications, and Other Statements of Bidders*
- [Attachment H](#), *Statements of Bidders Qualifications*
- [Attachment I](#), *Section 3 Contract Compliance Agreements*
- [Attachment J](#), *Conflict of Interest Certification*
- [Attachment K](#), *Wage Determination*
- [Attachment L](#), *Benchmark Standards and Menu of Expanded Options for Compliance with DCHA's Section 3 Program*
- [Attachment M](#), *District of Columbia Government First Source Employment Agreement for Construction Projects Only*
- [Attachment N](#), *District of Columbia Government SBE Subcontracting Statutory Requirements Acknowledgement Form*
- [Attachment O](#), *District of Columbia SBE Subcontracting Plan*
- [Attachment P](#), *DHCD Affirmative Action Program Plan Package Instructional and Employment Data Forms*
- [Attachment Q](#), *AIA Document A102 - 2007*
- [Attachment R](#), *AIA Document A201 - 2007*
- [Attachment S](#), *AIA G702 Application and Certificate for Payment*
- [Attachment T](#), *AIA G703 Continuation Sheet*
- [Attachment U](#), *AHAP Construction Contract Rider*
- [Attachment V](#), *POLP Rider to AIA's GC Contract- Parkway Overlook*
- [Attachment W](#), *POLP Owner General Contractor Contract Rider for District-Funded Projects*
- [Attachment X](#), *List of Certified Minority and Woman Owned Financial Institutions*
- [Attachment Y](#), *District of Columbia Government First Source Employment Plan*