

---

DISTRICT OF COLUMBIA HOUSING AUTHORITY  
CONTRACTS AND PROCUREMENT

---



**REQUEST FOR PROPOSAL**

**SOLICITATION NO.**

**0004-2018**

**ISSUE DATE: December 11, 2017 CLOSING DATE: January 16, 2018**

**CAPTION: Professional Consultant Services for the DCHA Job Order Contracting (JOC) Program**

## Table of Contents

<b>SECTION A – GENERAL INTRODUCTION</b> .....	1
<b>A.1 OVERVIEW</b> .....	1
<b>A.2 BACKGROUND</b> .....	1
<b>SECTION B – SCOPE OF SERVICES</b> .....	1
<b>B.1 DESCRIPTION OF SERVICES</b> .....	1
<b>C.1 GENERAL</b> .....	4
<b>C.2 SUBMISSION OF PROPOSALS QUESTIONS/INQUIRIES</b> .....	4
<b>C.3 PRE-PROPOSAL CONFERENCE- (<i>Reserved</i>)</b> .....	4
<b>C.4 SITE VISIT- (<i>Reserved</i>)</b> .....	4
<b>C.5 SUBMISSION DATE</b> .....	5
<b>C.6 CONTENT OF PROPOSALS</b> .....	5
<b>C.7 TECHNICAL PROPOSAL</b> .....	6
<b>C.8 PRICE PROPOSAL</b> .....	9
<b>C.9 CONFLICT OF INTEREST</b> .....	10
<b>C.10 COMPLETE PROPOSALS</b> .....	10
<b>C.11 MANNER OF AWARDS</b> .....	10
<b>C.12 RETENTION</b> .....	10
<b>C.13 FAILURE TO SUBMIT RESPONSE</b> .....	10
<b>C.14 UNNECESSARILY ELABORATE PROPOSALS</b> .....	11
<b>C.15 PROPRIETARY OR CONFIDENTIAL INFORMATION</b> .....	11
<b>C.16 LATE PROPOSALS, MODIFICATIONS AND WITHDRAWAL OF PROPOSALS</b> .....	11
<b>C.17 FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF RESPONDENT</b> .....	12
<b>C.18 SIGNING OF PROPOSALS</b> .....	12
<b>C.19 FREEDOM OF INFORMATION ACT</b> .....	13
<b>C.20 PROPOSAL GUARANTEE AND ACCEPTANCE PERIOD</b> .....	13
<b>C.21 ACKNOWLEDGMENT OF ADDENDA/AMENDMENTS</b> .....	13
<b>SECTION D – CONTRACT TERMS</b> .....	13
<b>D.1 TERM OF CONTRACT</b> .....	14
<b>D.2 TYPE OF CONTRACT</b> .....	14

<b>D.3</b>	<b>TIME</b> .....	14
<b>D.4</b>	<b>INSURANCE</b> .....	14
<b>D.5</b>	<b>INDEMNIFICATION</b> .....	15
<b>D.6</b>	<b>OPTION TO EXTEND THE TERM OF THE CONTRACT</b> .....	15
<b>D.7</b>	<b>METHOD OF COMPENSATION</b> .....	16
<b>D.7</b>	<b>TASK ORDERS- (<i>Reserved</i>)</b> .....	17
<b>D.8</b>	<b>CEILING PRICE</b> .....	17
<b>D.9</b>	<b>AFFIRMATIVE ACTION PROGRAM</b> .....	17
<b>D.10</b>	<b>SECTION 3 REQUIREMENTS</b> .....	17
<b>D.11</b>	<b>RESTRICTION ON DISCLOSURE AND USE OF DATA</b> .....	19
<b>D.12</b>	<b>RESPONSIBLE CONTRACTORS</b> .....	20
<b>D.13</b>	<b>EMPLOYEE DISHONESTY INSURANCE</b> .....	21
<b>D.14</b>	<b>RESPONDENT’S KEY PERSONNEL</b> .....	21
<b>D.15</b>	<b>CONSENT TO SUBCONTRACT</b> .....	21
<b>D.16</b>	<b>FAIR HOUSING EQUAL OPPORTUNITY CLAUSE</b> .....	21
<b>D.17</b>	<b>THE AMERICAN WITH DISABILITIES ACT OF 1990 (ADA)</b> .....	21
<b>D.18</b>	<b>SECTION 504 OF THE REHABILITATION ACT OF 1973 (AS AMENDED)</b> .....	21
<b>D.19</b>	<b>NO WARRANTY</b> .....	22
<b>D.20</b>	<b>EXPENSE OF THE RFP SUBMISSION</b> .....	22
<b>D.21</b>	<b>CANCELLATION</b> .....	22
<b>D.22</b>	<b>PROTEST</b> .....	22
<b>D.23</b>	<b>BEST AND FINAL OFFERS</b> .....	25
<b>D.24</b>	<b>DAVIS BACON REQUIREMENTS – (<i>Reserved</i>)</b> .....	25
<b>D.25</b>	<b>MCNAMARA – O’HARA SERVICE CONTRACT ACT</b> .....	25
<b>D.26</b>	<b>QUALIFIED BIDDERS LISTING (QBL) – (<i>Reserved</i>)</b> .....	25
<b>SECTION E- EVALUATION CRITERIA</b> .....		25
<b>E.1</b>	<b>EVALUATION OF PROPOSALS</b> .....	25
<b>E.2</b>	<b>RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS</b> .....	26
<b>E.3</b>	<b>EVALUATION FACTORS AND SELECTION CRITERIA</b> .....	26
<b>SECTION F-TIMETABLE (SELECTION PROCESS)</b> .....		30
<b>SECTION G – EXHIBIT/ATTACHMENTS</b> .....		31
<b>G.1</b>	<b>EXHIBITS</b> .....	31

**G.2 ATTACHMENTS ..... 31**

## **SECTION A – GENERAL INTRODUCTION**

### **A.1 OVERVIEW**

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 units with public housing operating 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 Move to Work (MTW) Demonstration Program.

### **A.2 BACKGROUND**

The District of Columbia Housing Authority requires Professional Job Order Contracting (JOC) Consulting Services to support the Authority’s various programs are required to administer program objectives in support of two key initiatives of the DCHA mission: (1) to create opportunities to improve the quality of life for DCHA residents through collaboration and partnerships and (2) to provide livable housing to support healthy and sustainable communities.

DCHA JOC Program has been in existence for over twenty (20) years. Historically the JOC Program has been utilized to accomplish Modernization, Construction, Maintenance and Redevelopment tasks. The JOC Program has proven to be a subcontractor incubator for growing small businesses becoming successful JOC Contractors.

Consulting Services required under performance of this contract may be required on behalf of DCHA, its instrumentalities, affiliates or other government units. The exact nature and extent of services requested will vary based upon the assigned project.

To accomplish this effort, qualified Financial Consulting firms are required to provide the Scope of Services outlined below.

## **SECTION B – SCOPE OF SERVICES**

### **B.1 DESCRIPTION OF SERVICES**

DCHA invites qualified and interested companies (“Respondents”) to submit proposals for Professional Consultant Services for the DCHA Job Order Contracting (JOC) Program.

- B.1.1 Consultant shall provide proactive implementation and maintenance assistance to the DCHA in the execution of the JOC Program through the use of experienced on site project managers to periodically work with DCHA staff in the development of Project Task Orders.
- B.1.2 Consultant shall provide and maintain a web-based JOC Software Program for DCHA and JOC Contractors use to establish, monitor, and report on JOC contracts.
- B.1.3 Consultant shall provide on-site personnel for performance of all tasks described in this Scope of Services for the period of performance for a minimum of six (6) person-days per month.
- B.1.4 Consultant shall act as facilitator and/or arbitrator between DCHA and the JOC Contractor on specific projects as requested by DCHA.
- B.1.5 Consultant shall provide DCHA and their JOC Contractor’s existing staff with initial and refresher training as needed and basic training for new DCHA and JOC Contractor employees that are involved in the JOC Program.
- B.1.6 Consultant shall provide DCHA economic price adjustment factors for all JOC Contractors at their annual anniversary dates at the request of the DCHA JOC Coordinator. Economic price adjustments shall not be automatic unless approved by the Contracting Officer.
- B.1.7 Consultant shall provide new and complete biddable contract documents for new solicitations of bids or proposals from the contracting community. This shall include updating of construction tasks, unit prices, technical specifications and general conditions related documents.
- B.1.8 Consultant shall provide procurement and marketing support during solicitation of new JOC Contractors. Support shall include preparing all necessary contract documents and notices, conducting and participating in all pre-bid conferences, external marketing to the local contracting community and assistance in the mobilization of the new JOC Contractors.

- B.1.9 Consultant shall update and revise DCHA JOC Program execution procedures and training materials as deemed necessary by the Consultant or as requested by DCHA.
- B.1.10 Consultant shall attend on a periodic basis, DCHA and JOC Contractor status review meetings and provide guidance on how to continuously improve the JOC Program and provide any report as requested by DCHA.
- B.1.11 Consultant shall assist DCHA in conducting periodic reviews of the concepts, performance and effectiveness of the JOC program. Consultant shall document this information for senior management review and evaluation.
- B.1.12 Consultant shall periodically review/audit DCHA's JOC program to ensure compliance with the approved JOC Program policies and procedures.
- B.1.13 Consultant shall periodically assist the DCHA in responding to internal/external audit reviews and findings related to the JOC program.
- B.1.14 Consultant shall provide public relations support, as requested by DCHA including, but not necessarily be limited to speaking to individuals or groups regarding the technical aspects of the JOC Program.
- B.1.15 Consultant shall serve as an expert witness on behalf of the DCHA at administrative, civil and other legal proceedings related to the JOC Program.
- B.1.16 JOC Professional Services shall include all DCHA Properties and various sites throughout the local area.
- B.1.17 Consultant shall keep DCHA informed of current regulations regarding JOC programs, especially related to HUD, as Consultant becomes aware of any changes.
- B.1.18 Consultant shall review/audit DCHA JOC Project files subsequent to project close out and prior to archiving to ensure that the contents of the files are complete and in compliance with DCHA JOC execution procedures and that the files are ready for internal and external audits.
- B.1.19 The Consultant shall follow-up to ensure that review/audit corrective actions are completed consistent with the recommendations and DCHA procedures prior to file archiving.
- B.1.20 The Consultant shall provide advisement and oversight to DCHA with regard to the storage, maintenance, and organization of project files.

B.1.21 Consultant shall make recommendations as appropriate through oversight, communication, reporting and recommendations, and technical product and system improvements/changes as appropriate to sustain an efficiently managed and operated JOC Program.

## **SECTION C- INSTRUCTIONS, CONDITIONS AND NOTICE TO RESPONDENTS**

### **C.1 GENERAL**

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

### **C.2 SUBMISSION OF PROPOSALS QUESTIONS/INQUIRIES**

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](mailto:chmoore@dchousing.org)

**Inquiries and or questions concerning this RFP must be submitted in writing to the Issuing Office no later than Thursday, December 21, 2017 by 12:00 noon.** Please copy all inquiries sent to the Contracting Officer to the Contract Specialist responsible for this RFP, Lolita Washington by email at [lwashing@dchousing.org](mailto:lwashing@dchousing.org) with a copy to [business@dchousing.org](mailto:business@dchousing.org) . Answers to questions will be provided to all Respondents being solicited, giving regard to the proper protection of proprietary information. Responses will post by addendum to the DCHA website [www.dchousing.org](http://www.dchousing.org) under the “Doing Business with DCHA”.

**RESPONDENTS ARE SPECIFICALLY 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 THIS SOLICITATION DOCUMENT MUST BE SUBMITTED TO THE ISSUING OFFICE POINT OF CONTACT.**

### **C.3 PRE-PROPOSAL CONFERENCE- (*Reserved*)**

### **C.4 SITE VISIT- (*Reserved*)**



## C.5 SUBMISSION DATE

**All proposals must be received not later than 11:00 am on Tuesday, January 16, 2018.** Proposals shall be submitted in sealed packaging marked "RFP No. 0004-2018 "Professional Consultant Services for the DCHA Job Order Contracting (JOC) Program" addressed to:

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 by DCHA, 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 DCHA, cost and other factors considered.

Proposals shall not exceed 30 pages, excluding the Price Proposal and supporting materials. 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 on (1) original and four (4) copies of both the Technical and Price proposal**, prepared in such a format and detail as to enable DCHA 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. Technical Proposals shall not include any pricing information.

Proposals shall be organized as follows:

### C.6.1 Proposal Format

Proposals shall be formatted on 8.5" by 11" letter-size paper, bound length-wise, with tabs to separate sections. Comb, Coil or Spiral Binding shall not be used. Proposals must include each item in the order outlined below in Sections C.6.2 and C.6.3 below. Each sub-section must be separated by tabs with sub-section headings. **Technical Proposals are limited to thirty (30) pages excluding the Price Proposal, exhibits, and supporting documentation** referenced and shall be paginated and organized as described below.

### C.6.2 PART I: Technical Proposal shall contain:

- o Table of Contents

- Executive Summary/ Introduction
- Documentation to Substantiate Past Performance
- Documentation to Substantiate Knowledge and Firm Experience
- Documentation to Substantiate Key Personnel
- Documentation to Entity Licenses, Certifications, Trade Affiliations and ongoing Training
- References
- JOC Software Presentation Disk or Web link to access JOC Software
- Experience With HUD Section 3 & Section 3 Plan
- Minority Women Certified Business Enterprise (M/WBE / CBE) Equity Plan
- Completed Certifications & Affidavits

C.6.3 PART II: Price Proposal shall contain:

- Pricing (Complete Exhibit 1)
- Shall contain price proposal only

## **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. Executive Summary/ Introduction**

Provide Letter of interest that includes: executive summary/introduction; profile of the Respondent, including performance history and key attributes; Respondent name and address; website and telephone number; email address of contact; Respondent legal entity status (*e.g.* corporation, joint venture, partnership (including type of partnership) or sole proprietorship); a brief description of the understanding of the Scope of Services; and description of Respondent's ability to perform the work.

### **3. Documentation to substantiate Past Performance**

Provide a concise description of the individual(s), major areas of experience, the length of time it has been in business and the capacity and facilities it will bring to the task.

### **4. Documentation to substantiate Knowledge and Firm Experience**

Provide up to five (5) examples of experience within the past five years that best demonstrate the respondent's expertise required to perform the scope of work outlined in this solicitation. This should include the date of the project, project scope, contract amount, client name, contract period, etc.

**5. Documentation to Substantiate Service Approach**

List the individuals assigned to the contract, with a description of their respective roles and responsibilities.

**6. Entity Licenses, Certifications, Trade Affiliations and ongoing Training**

Attach Resumes for all identified team members to include Education, Experience, Licenses and Certifications as evidence of entity and key individuals' ability to provide services required to complete the Scope of Services. Resumes are Supplemental Information and not included in the page limit.)

**7. References**

List at least three (3) recent professional references from clients for whom the entity has provided JOC Consulting Services within the past three years. Include name, address, email address and telephone number, description of work performed and date completed.

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

**8. JOC Software Presentation Disk or Web link to access JOC Software**

Presentation Disk or Web Link to access JOC program: The presentation disk or or web link should provide a visible demonstration of the software program used to establish, maintain, monitor and report, and manage the proposed Job Order Contract Program.

**9. Experience with HUD Section 3 and Section 3 Plan**

*(Supporting Documentation not included in 30-page limitation.)*

Describe the Respondent's 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 Respondent 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, including the number and 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 Respondent's proposal, if any, to subcontract to Section 3 businesses; (5) Describe in detail, the type of service to be provided, including a narrative clearly describing the results achieved in the Respondent's experience in hiring and training Section 3 residents.

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

10. **Minority/Woman/Certified Business Enterprise (M/WBE) Equity Plan**

*(Supporting Documentation not included in 30-page limitation.)*

- a) Respondents should submit narrative information about its policies, plans, activities and accomplishments in creating a diverse workforce, both in its legal and administrative support staffs. The narrative should also indicate any experience utilizing Minority and Women-owned business enterprises and to what extent minorities and women are included in the team that will advise DCHA.
- b) Describe the diversity profile of the Respondent's shareholders, members or partners, of counsel and associates. Please include a description of how women and minorities hold positions of leadership in the Respondent's firm, including any history of such participation.

11. **Certifications/Attachments**

*(Supporting Documentation not included in 30-page limitation.)*

Attach the following completed certification forms:

- Attachment A- HUD 5370 General Conditions for Non-Construction Contracts Section I & II
- 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- Instructions to Offerors
- Attachment H- Statements of Bidders Qualifications
- Attachment I- Section 3 Contract Compliance Agreements
- Attachment J- Conflict of Interest Certification
- Attachment K- List of Certified Minority Woman-Owned Banks

- Attachment L- Benchmark Standards and Menu of Expanded Options for Compliance with DCHA’s Section 3 Program
- Attachment M- Wage Determination

**Proposals submitted with incomplete or missing certifications may be determined unresponsive and removed from consideration.**

## **C.8 PRICE PROPOSAL**

C.8.1 Price Proposal shall provide a price that is consistent with the Scope of Services utilizing the Price Proposal Form provided in Exhibit 1. Respondent’s proposed Price Proposal must be valid for the one-year base year and for the four (4) Option one-year terms.

C.8.2 Price Proposal including:

Respondents shall complete Exhibit 1 by proposing a Price Proposal consistent with Option I or Option II to include all fees.

Respondent’s shall provide a budget for materials that includes the unit cost for the materials you are likely to supply, such as printing, reproduction and other anticipated costs, including any sub-consultants. The budget should be consistent with the Scope of Services outlined in Section B.

Respondents shall detail all proposed fees required to implement and maintain the proposed Job Order Contracting Program.

Respondents should ensure that the proposed fees offered are the lowest discounted (government) fees offered to similar clients.

Incomplete DCHA Job Order Contract Fee Proposals will not be considered and render the Proposal “NON-RESPONSIVE.”

C.8.2 Fair Price Statement: Respondent shall provide a statement that it 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 this contract and for properly pricing each order. No price increases will be permitted for any alleged miscalculations of the order dollar amounts. These amounts shall include all allowable costs related to the performance of this contract, such as labor, overhead, profit, travel, materials, all equipment, facilities, telephone services, etc.

C.8.4 The DCHA will perform a cost analysis of the Respondent's Price Proposal. The cost analysis will allow DCHA 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 Respondent affirms that to the best of its knowledge, there exists no actual or potential conflict between the Respondent'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**

DCHA may award a contract upon the basis of the initial responses received, without discussion. Therefore, each initial Proposal should contain the Respondents 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. Proposal should set forth full, accurate, and complete information as required by this solicitation.

## **C.12 RETENTION**

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

## **C.13 FAILURE TO SUBMIT RESPONSE**

Recipients of this solicitation not responding with a proposal 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 a

proposal 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 (1) 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 Proposal 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 DCHA for other than evaluation purposes. DCHA 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 DCHA 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 the DCHA 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 proposals 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 DCHA, shall be considered at any time it is received and may be accepted at the sole discretion of DCHA.

#### **C.17 FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF RESPONDENT**

The Respondent must demonstrate to the satisfaction of the Contracting Officer its capability to perform fully the contract requirements in all respects. Therefore, the 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 determined 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 or on behalf of a partner or by an authorized representative, including designation of the person signing, if applicable. Proposals by a limited liability company shall be signed by a member or on behalf of a member or manager of the company, including the designation of the person signing, if applicable. 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 and the Corporate Seal affixed thereto. If the proposal is signed by other than the President or Vice President, evidence of authority to so sign must be furnished in



the form of an extract of minutes of a meeting of the Board of Directors or extract of by-laws certified by the Corporate Secretary and Corporate Seal affixed thereto.

The names of all persons signing shall be typed or printed below the signatures. Any proposal by a person, 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 proposal. 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 information submitted in response to this solicitation may be subject to public disclosure in response to a request made 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 ninety (90) 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 sixty (60) days thereafter; and upon acceptance by DCHA 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 ACKNOWLEDGMENT 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**

Respondents will be asked to conform to the requirements outlined in Section D of this RFP, in the event that they are selected as the result of this solicitation.

**D.1 TERM OF CONTRACT**

The term of contract award shall be for a period of one (1) base year and four (4) one-year options from the date of contract execution, as deemed appropriate in the representation of DCHA; subject to the availability of funds.

**D.2 TYPE OF CONTRACT**

DCHA intends to award a Fixed Price contract for the items/services specified in Section B, Scope of Services. Contractor shall provide all specified services required by the DCHA.

**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 Respondent, at its own expense, shall obtain the minimum insurance coverage set forth below and keep such insurance in force throughout the contract period. All insurance provided by Respondent in this section shall set forth DCHA as an additional insured (as applicable).

The Consultant shall carry and pay for:

- (i) Commercial General Liability –
 

Per occurrence	\$2,000,000
Aggregate	\$4,000,000
Personal and Advertising Injury	\$1,000,000
Products and Completed Operations	\$2,000,000
  
- (ii) Automobile Liability covering bodily injury and property damage for all vehicles used by Respondent in the performance of the contract:
 

Per occurrence	\$1,000,000
----------------	-------------
  
- (iii) Workers’ Compensation:
 

District of Columbia statutory requirements and benefits.
  
- (iv) Employer’s Liability -
 

Each accident	\$500,000
Employee disease	\$500,000
Employee disease policy limit	\$500,000
  
- (v) Professional Liability (Errors and Omissions)
 

Per Occurrence:	\$1,000,000
Aggregate:	\$2,000,000

With respect to (i) and (ii) above; these policies shall be endorsed to name the DCHA as an additional insured and as a loss payee

With respect to policies described above, these policies must:

- (a) Be in place before the execution of this contract, as in-force insurance is a condition precedent to the contract;
- (b) The Respondent shall provide DCHA with a Certificate of Insurance **annually** as evidence of the limits of coverage described above;
- (c) In the event the Consultant's insurance expires during the term of the contract, the Respondent shall provide DCHA with copies of renewal certificates 30 days prior to the expiration date of the expiring coverage;
- (d) Insurance contracts shall require that the insurance company notify DCHA in the event of a substantial change in coverage during the policy term;
- (e) 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 companies, on such conditions, and with such beneficial interest appearing thereon as shall be acceptable to the DCHA.

In the event a claim arises out of this contract, the Consultant will promptly notify the DCHA Contracting Officer's Technical Assistance Representative (COTR) and Karl Jones, Manager of the DCHA Office of Risk Management (ORM) at 202-535-1883. In addition, the Consultant will investigate and furnish the DCHA COTR and ORM with reports of all accidents, claims and potential claims for damage or injury and will cooperate with its insurers and those of DCHA.

## **D.5 INDEMNIFICATION**

The Consultant shall indemnify, defend and hold harmless HUD, 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 work called for or performed under this contract, any breach by the Consultant, its agents, and employees 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 Consultant, its agents, employees or any other person or entity for which the Consultant may be responsible. Any provisions or limits of insurance set forth in this contract shall not limit the Consultant's liability. At its own expense, the Consultant shall obtain the necessary insurance coverage acceptable to DCHA to comply with this indemnification requirement; provide evidence of such coverage to DCHA, 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**

### **1. Option Period**

DCHA may extend the term of the contract for up to four (4) one (1) year option periods.

## 2. Option to Extend the Term of the Contract

- a. DCHA may extend the term of this contract, or any fraction thereof, by written notice to the Consultant before the expiration of the contract. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.
- b. The hourly rate for the option period and any subsequent extensions shall be specified in the contract.
- c. If DCHA exercises the option to extend the contract, such contract shall be modified and executed by DCHA and Consultant. A copy of the same will be provided to the affected Consultant.
- d. The total duration of the contract, including the exercise of the any option there under, shall not exceed five (5) years.

## D.7 METHOD OF COMPENSATION

Monthly Payment of Services:

DCHA 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  
Office of Financial Management  
Attn: Accounts Payable  
1133 North Capitol Street, NE, Suite 329  
Washington, DC 20002-7599

Invoices may be emailed to: [DCHApayments@dchousing.org](mailto:DCHApayments@dchousing.org)

(b) Proper invoices shall contain the following information:

- Contract Number
- Purchase Order Number
- Identification of Items purchased consistent with the contract requirement and supporting documentation

(c) Failure to provide all documentation as outlined in item (b) above may delay payment of invoices

(d) DCHA's Office of Financial Management Accounts Payable Division processes checks for payment every Thursday, except for when the date falls on a weekend or legal holiday checks will be processed the next business day.

#### **D.7 TASK ORDERS- (*Reserved*)**

#### **D.8 CEILING PRICE**

The DCHA shall not be obligated to pay the Consultant any amount in excess of the ceiling price (also referred to as the total price) in the Price Schedule(s), and the Consultant shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule(s), unless and until the Contracting Officer shall have notified the Consultant in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule(s) has been increased, any hours expended and material costs incurred by the Consultant in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

#### **D.9 AFFIRMATIVE ACTION PROGRAM**

Respondent shall submit two (2) copies of an Affirmative Action Program (AAP) and Goals and Time Tables (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 the 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 minimum numerical goal for employment shall be equal to 10% of the total number of labor hours on the contract issued. A 2<sup>nd</sup> 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. A 4<sup>th</sup> option for compliance is to propose a unique program that provides internships for residents or program participants or, provides pro bono services to DCHA program participants or Section 3 businesses. 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 regulations;
2. Be subject to DCHA monitoring for compliance, and
3. Accept any applicable penalties for noncompliance.

**The Contractor must provide an “Action Plan for Section 3 Commitment” and an “Estimated Project Workforce Breakdown” along with their bid proposal to be considered for contract award.** 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 solicitation. (**Attachments**).

DCHA recognizes that the Contractor seek 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. 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.

**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.

## **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 chose to contract with Section 3 business concerns they must also submit proof of payment to those businesses.

Within five business days of project completion, Contractors are required to provide a narrative of their efforts and outcomes as it relates to Section 3 activity to the DCHA Section 3 Compliance Coordinator.

## **Contact**

Please consult the Data Management and Section 3 Compliance Specialist, Office of Resident Services, Hanna Koerner at 202.535.1517 [hkoerner@dchousing.org](mailto: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 DCHA or its instrumentalities except for evaluation purposes:

- D.11.1 That the proposal includes proprietary or confidential information that shall not be disclosed outside of DCHA and, its instrumentalities 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, DCHA and its instrumentalities 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 DCHA and its instrumentalities 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.
- D.11.5 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**

DCHA 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 the Respondent, DCHA 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 DCHA 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 DCHA may conduct site visits to the Respondent's office or facility to verify information contained in the proposal.



### **D.13 EMPLOYEE DISHONESTY INSURANCE**

The successful Respondent shall provide evidence of Employee Dishonesty Insurance for an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), obtained at its own expense, for the purpose of protecting DCHA against dishonest acts of the Respondent and its employees. DCHA must be named as the loss payee. The insurance company, form, limits and content of such coverage will be subject to the approval of DCHA.

### **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 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 DCHA 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 Consultant 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 Consultant 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. Code 2101 et.seq.

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

During the performance of the contract, the Consultant 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 6 percent of the public housing units constructed will comply with Uniform Federal Accessibility Standards (“UFAS”) as well as the additional specific requirements of HUD for accessible public housing units. DCHA may require more than 6 percent in the 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 THE RFP 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**

DCHA 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 DCHA. DCHA further reserves the right to waive any minor information on any proposal received, if it is in the best interest of DCHA 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 DCHA.

#### **D.22 PROTEST**

Any party involved in a dispute with 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 Protestor, as defined below, in all instances, must pursue a remedy through the established administrative procedures of DCHA prior to pursuing protest with the Federal agency, defined below. Guidelines and procedures that must be followed are presented herein.

#### **DEFINITIONS**

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

**Executive Director.** The Executive Director of the District of Columbia Housing Authority, or any official of DCHA acting in said capacity.

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

**Protester.** Any Respondent to a solicitation made by 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 (10) days of contract award by the Contracting Officer on behalf of DCHA, or the protest will not be considered, unless a different time period has been established. 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, address and phone number, a detailed statement of the nature and scope of the complaint including costs, if any, being sought by the protester, attach supporting evidenced or documents to substantiate any arguments; and be specific as the 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 DCHA's knowledge of the circumstances and include instructions for further action the Protester may take if said decision is not satisfactory. The Contracting Officer must respond to the protest within ninety (90) 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 DCHA Executive Director. Such request must be in writing and made within ten (10) calendar days of the date of the initial decision rendered by the Contracting Officer, or within ten (10) calendar days after the expiration of the response time allotted. The Executive Director shall respond to protests submitted in a timely manner within twenty (20) 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.

Any failure by the Executive Director of DCHA to issue a Final Decision on a properly submitted protest within the allotted time shall be deemed to be a denial of the claim and shall authorize the commencement of the appeal; 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 thirty (30) calendar days of receipt of the decision rendered by the DCHA Executive Director or DCHA or expiration of the response allotted time. 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 DCHA's protest procedures delineated herein based on the failure of DCHA to review a complaint or protest.
4. All protests, except those directed to HUD, or CAB, shall be addressed to the administrative offices of DCHA. The address of the administrative offices of DCHA is as follows:

District of Columbia Housing Authority  
Office of Administrative Services  
Contracts and Procurement  
1133 North Capitol Street, N.E. Room 300  
Washington, D.C. 20002-7599  
Attn: Contracting Officer
  5. All protests directed to the HUD field office 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
  6. To the extent applicable, DCHA shall 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.
  7. 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 CAB.

## **D.23 BEST AND FINAL OFFERS**

DCHA may award a contract upon the basis of initial responses received, without discussion. Therefore, each initial Proposal should contain the Respondent's best terms, from a cost and technical standpoint. However, if discussions are held with one Respondent, 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 ("BAFO"s) at the designated date and time. If a 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 in DCHA's best interest to do so. If discussions are opened, the Contracting Officer shall issue an additional request for best and final Responses to all Respondents still within the competitive range.

## **D.24 DAVIS BACON REQUIREMENTS – (Reserved)**

## **D.25 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 forty (40) in a workweek.

## **D.26 QUALIFIED BIDDERS LISTING (QBL) – (Reserved)**

## **SECTION E- EVALUATION CRITERIA**

### **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 DCHA, be corrected subsequent to the submission due date.

All proposals will be initially reviewed to determine compliance with the proposal format 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 Section E.3 below will be used to determine which Respondents fall within the competitive range and the recommendation made to the Executive Director.

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

1. DCHA will make an award to the responsible Respondent whose proposal conforms to the solicitation and is most advantageous to the DCHA (i.e., that which represents the best value to the DCHA), cost or price and other factors considered.
2. DCHA may award a contract to other than the lowest priced Proposal. In the event that two or more proposals are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most responsive.
3. DCHA may make multiple awards to ensure availability of a wide range of services. The proposed cost must be considered reasonable and must reflect the proposed approach.
4. 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 FACTORS 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.

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.

The following evaluation factors will be used in determining the competitive range *with a total possible score of 212.5 points*.

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

<b>TECHNICAL</b>	
<p>1. <b><u>Service Approach</u></b></p> <p><i>Breadth and depth of the firm's experience on projects of similar scope described in this solicitation.</i></p>	<b>30</b>
<p>2. <b><u>Qualifications</u></b></p> <p><i>The qualifications and experience of the team leader or project manager who will be responsible to ensure that the contract work is completed on schedule and in accordance with all applicable contract requirements. This also measures the quality of the individual team members and their qualifications to undertake their respective roles.</i></p>	<b>20</b>
<p>3. <b><u>Knowledge and Experience</u></b></p> <p><i>Knowledge and experience in servicing similar organizations to DCHA.</i></p>	<b>20</b>
<p>4. <b><u>References</u></b></p> <p><i>List at least three references. Include name, address, and telephone number, description of work performed and date completed.</i></p>	<b>10</b>
<p>5. <b><u>Licensing and Certifications</u></b></p> <p><i>Provide a copy of current Business License, Trade Certifications and existing Insurance coverage and limits.</i></p>	<b>10</b>
<p>6. <b><u>Software Presentation</u></b></p> <p><i>JOC Software Presentation Disk or Web link to access JOC Software Program: The Presentation disk or web link shall provide a visible demonstration of the software program used to establish, monitor, and report on JOC contracts</i></p>	<b>50</b>

<p><b>6. <u>SECTION 3 Experience &amp; Plan</u></b></p> <ol style="list-style-type: none"> <li>1. <i>For non-construction contracts:</i> Proposes to have DCHA residents or program participants as interns. <i>For construction contracts:</i> Proposes to have DCHA residents or program participants as apprentices.* (2 pts.)</li> <li>2. Demonstrated evidence of successful past performance with the fulfillment of Section 3 Commitments. (3 pts.)</li> <li>3. Will hire DCHA residents or program participants for appropriate employment opportunities within the firm or any of its affiliated subcontractors. (4 pts.)</li> <li>4. Proposes to provide funding for training for a DCHA resident or program participant. (3 pts.)</li> <li>5. 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 pts.)</li> <li>6. Proposes to subcontract supportive services to Section 3 businesses. (2 pts.)</li> <li>7. Vendor submits a unique proposal that supports the requirement of Section 3 “to provide DCHA residents and program participants with training and/employment opportunities”. (4 pts.)</li> </ol>	<p><b>20</b></p>
<p><b>COST</b></p>	
<p><b>7. <u>Price Proposal</u></b></p> <p><i>Complete Exhibit 1;</i></p>	<p><b>40</b></p>
<p><b>TOTAL MAXIMUM POINTS TECHNICAL &amp; COST</b></p>	
<p style="text-align: right;"><b>200</b></p>	

\*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**

**Breakdown of Bonus Points**

**BUSINESS ENTERPRISE DESIGNATION POINTS FOR SMALL MINORITY/WOMAN OWNED BUSINESS (Bonus Maximum 10 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**

**(Bonus Maximum 2.5 Points)**

DCHA will recognize the District of Columbia’s CBE certification. In recognition of the District’s CBE certification, DCHA will use the following CBE point system below to determine the number of points awarded to entities 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)**

**212.5 POINTS**

**SECTION F-TIMETABLE (SELECTION PROCESS)**

**F.1. TIMETABLE (\*\*)**

Advertise Date	December 10, 2017
Issue Request for Proposals	December 11, 2017
Deadline for Question Submission	December 20, 2017
Deadline Submission for Proposal	January 16, 2018
Evaluation Period	Jan. 17 thru Jan 24, 2018
Presentation to DCHA Board of Commissioners (Contract Approval)	TBD
Contract Award	TBD

**(\*\*) DATES IDENTIFIED ABOVE ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE DISTRICT OF COLUMBIA HOUSING AUTHORITY. ALL PROPOSALS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY DCHA, 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 DCHA, COST AND OTHER FACTORS CONSIDERED. DCHA MAY REJECT ANY OR ALL PROPOSAL THAT ARE DETERMINED NOT TO BE IN DCHA'S BEST INTEREST. IN ADDITION, DCHA RESERVES THE RIGHT TO WAIVE ANY MINOR INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES DCHA'S BEST INTEREST IN DOING SO.**

## **SECTION G – EXHIBIT/ATTACHMENTS**

### **G.1 EXHIBITS**

[EXHIBIT 1](#) - **Price Proposal**

### **G.2 ATTACHMENTS**

[ATTACHMENT A](#)- HUD 5370 General Conditions for Non-Construction Contracts  
Section I

[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 of Offerors (Non-Construction)

[ATTACHMENT H](#)- Statements of Bidders Qualifications

[ATTACHMENT I](#)- Section 3 Contract Compliance Agreements

[ATTACHMENT J](#)- Conflict of Interest Certification

[ATTACHMENT K](#)- List of Certified Minority Woman-Owned Banks

[ATTACHMENT L](#)- Benchmark Standards and Menu of Expanded Options for  
Compliance with DCHA’s Section 3 Program

[ATTACHMENT M](#)- HUD 5369 –B Instructions to Offerors Non-Construction

[ATTACHMENT N](#) - Wage Determination