

DISTRICT OF COLUMBIA HOUSING AUTHORITY
CONTRACTS AND PROCUREMENT ADMINISTRATION



INVITATION FOR BIDS

**LAWN/SNOW EQUIPMENT MAINTENANCE REPAIR AND
PARTS SERVICES**

IFB Number: **0032-2018**

Date of Issuance: **June 25, 2018**

Sealed bids will be accepted at the District of Columbia Housing Authority (DCHA) Office of Administrative Services until the date and time noted below. Bids will be publicly opened and recorded in the DCHA Office of Administrative Services Conference Room, Third Floor Suite 300.

Sealed Bid Due Date: **July 25 2018 @ 11:00AM**

Delivery of Bids: District of Columbia Housing Authority
Office of Administrative Services
Contracts and Procurement,
3rd Floor Suite 300
Attention: Cheryl Moore, Contracting Officer
1133 North Capitol Street, NE
Washington, DC 20002-7599

Bid Opening: **July 25, 2018 @ 12:00PM**

Point of Contact: Lolita Washington, Contract Specialist
Phone: 202-535-1212
Email: business@dchousing.org

Table of Contents

Table of Contents

SECTION A- INTRODUCTION	1
SECTION B- SCOPE OF WORK.....	3
SECTION C- INSTRUCTIONS TO BIDDERS	4
SECTION D- CONTRACT TERMS	11
SECTION E - EVALUATION AND AWARD CRITERIA	21
SECTION F - TIMETABLE (SELECTION PROCESS)	23
SECTION G - EXHIBITS/ CERTIFICATIONS/ATTACHMENTS.....	23

SECTION A- INTRODUCTION

A.1 INTRODUCTION

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 providing operating subsidy to over 8,000 rental units, DCHA also contracts over 10,000 private units through its Housing Choice Voucher Program. 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 Moving to Work authority.

A.2 PURPOSE

The District of Columbia Housing Authority is looking for companies to provide Lawn/Snow Equipment maintenance, repair and parts on an as needed basis as noted below.

Contractor shall provide labor, materials and equipment to make repairs or furnish parts for repairs.

All work shall be performed in accordance with the scope of services, DCHA's Procurement Policy, and the General Conditions for Non-Construction Contracts with maintenance work.

A.3 SUMMARY

This IFB provides the bidder sufficient information relating to the services and contract requirements. Bid(s) must reflect the contractor's ability to provide all services to meet the objectives of this IFB.

A.4 OVERVIEW

The successful Bidder will be asked to conform to the requirements outlined in Section B of this RFP in accordance with Section D.

A.4.1. Bids

Bids shall be submitted by either first-class mail via the U.S. Postal Service, overnight courier delivery service, or hand-delivery to the address shown below. It is the responsibility of the BIDDER (not DCHA) to ensure that bids are delivered to the SPECIFIED LOCATION by the date and time noted above. To distinguish bids from other mail, the envelope or package should be clearly marked "**DCHA IFB 0032-2018 Lawn/Snow Equipment Maintenance, Repair and Parts services**".

EMAILED BIDS WILL NOT BE ACCEPTED FOR SEALED BID SOLICITATIONS.

Bids must be submitted in accordance with the guidelines set out in this IFB and must be signed by the bidder. All bids and inquires for information should be directed to:

District of Columbia Housing Authority
Office of Administrative Services
Contracts and Procurement
1133 North Capitol Street, NE, Suite 300
Washington, D.C. 20002-7599
Attention: Cheryl Moore, Contracting Officer
Email: business@dchousing.org and copy to lwashing@dchousing.org
Phone: (202) 535-1212

A.4.2. Inquires

Any requests for explanation or interpretation of this IFB must be received by email not later than **July 10, 2018 @ 12:00 noon**. Any question directly related to the IFB will be furnished promptly by addendum to the DCHA website www.dchousing.org.

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

A.4.3. Acknowledgement of Addenda

In the event DCHA issues an addendum to this IFB, each bidder shall acknowledge receipt of any such addendum by submitting a written certification of receipt as an exhibit to its bid. Bidder's failure to acknowledge receipt of any addendum may result in rejection of the bid.

A.4.4. Contract Type

DCHA intends to award a Time and Materials Labor Hour Contract pursuant to this IFB based on (1) direct labor hours at specified fixed hourly rates that include wages, overhead, general and administrative expenses, and profit and (2) materials at cost.

A.4.5. Form of Contract

Contracts resulting from this IFB will include, but are not limited to:

- (a) The Bid Form/Contractor's Offer
- (b) Exhibit 1: Bid Form
- (c) Acknowledgement of Addenda

- (d) The IFB
- (e) Exhibits and Attachments to this IFB

A.5 TERM OF THE CONTRACT

The period of performance for the awarded contract shall be for three (3) years from the date of award, as deemed appropriate in the representation of DCHA and subject to the availability of funds.

A.6 CONTRACTOR'S COMPENSATION

The contractor will be compensated for repair services on a time and materials basis in accordance with the fixed hourly rates on Bid Form. (Exhibit1). Repairs will be paid at fixed hourly rates and parts and materials will be reimbursed at cost.

SECTION B- SCOPE OF WORK

B.1 REQUIREMENTS

Contractors shall provide all labor, materials, parts and equipment required to provide reliable maintenance, repair and part fulfillment services for various for ride/self-propelled mowers and affiliated Lawn and Snow Equipment. Services shall primarily completed on-site at various DCHA property locations. As needed, DCHA will schedule repairs off-site, as necessary Contractor will pick equipment up, repair and return it to DCHA.

Contractor shall provide the following Lawn/Snow Equipment maintenance, repair and part fulfillment services on an as needed basis as noted below.

Provide labor, materials and equipment to make repairs or furnish parts for repairs.

B.1.1 Repair/replace engines, carburetors, tires and parts;

B.1.2 Perform preventive maintenance replacing oil filters, spark plugs, chain saw blades, pull chords, weed eater heads, sharpen/replace mower blades, clean carburetors, replace triggers and guards;

B.1.3 Purchase parts and accessories on an as needed basis;

B.1.4 Provide services at the fixed prices set forth in Price Proposal Form - Exhibit 1.

Exhibit 1 provides for the nature of products required; however, this list is not all-inclusive.

B.2 CONTRACTOR'S RESPONSIBILITY

Contractor(s) shall furnish all labor, materials and supervision required to provide Maintenance, Repair and Part Fulfillment Services necessary to maintain various ride/self-propelled mowers and affiliated lawn equipment.

SECTION C- INSTRUCTIONS TO BIDDERS

C.1 COMPLIANCE WITH BID REQUIREMENTS

The Contracting Officer will determine the competitive range of the bids. DCHA may reject any bid with missing information, incomplete responses or nonresponsive to the solicitation requirements. Minor omissions may be corrected subsequent to the bid submission, at the sole discretion of DCHA. Bids, which do not comply with the bid format, may be rejected without further review.

C.1.1 **Bid Submission Deadline**

Bidders shall submit an original and four (4) copies of bids in sealed packaging marked “**IFB No. 0032-2018 Lawn/Snow Equipment, Maintenance, Repair and Parts Services**” addressed to Cheryl Moore at the address outlined in A.4.

Bids are due at 11:00 am on Wednesday, July 25, 2018. DCHA will accept Bids prior to the submission deadline, however, Bids received after 11:00 am will not be accepted.

C.1.2 **Bid Format**

Bidders shall submit a completed bid in accordance with the bid format as outlined below. **Please note that the bid format shall not exceed a maximum of twenty (20) pages.** DCHA may reject any or all bids that are determined not to be in proper format. DCHA may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services and/or furnish the goods and each bidder shall furnish DCHA such information and data for this purpose as may be requested.

Each bid shall be clearly marked to denote which scope of work bidder wishes to place a bid upon; bidding shall be divided into sections as follows:

- I.** Company Information and Experience with Comparable Work
- II.** Section 3 & Section 3 Plan
- III.** Minority Women Certified Business (M/WBE/CBE)
- IV.** References
- V.** Professional Licenses/Certifications
- VI.** Insurance
- VII.** Experience with HUD Section 3 & Section 3 Plan
- VIII.** Exhibit 1: Bid Form

Bidders shall submit the Bid Form (Exhibit 1) to include their fixed unit prices to provide the Lawn/Snow Equipment, Maintenance, Repair and Parts Services.

The fixed unit prices shall be the Contractor's sole method of compensation for services. Bidders shall provide a bid on the Bid Proposal Form.

Award will be based upon the lowest responsive bid(s) received. At a minimum, these sections should contain the following:

I. COMPANY INFORMATION AND EXPERIENCE WITH COMPARABLE WORK

Provide general information about the organization or company to include:

- (a) Location and size;
- (b) Number of years in operation;
- (c) Organizational structure and certificate(s) of good standing from the District of Columbia and/or the jurisdiction of organization or incorporation;

Provide four (4) examples of comparable work in size and nature of the work described herein performed within the past five (5) years.

Comparable work descriptions shall include:

- (a) Client name
- (b) Address
- (c) Telephone number
- (d) Description of work performed
- (e) Dates of service;
- (f) Contract amount and status of contract (active or closed)

II. SECTION 3 REQUIREMENTS- [Mandatory for All Bidders]

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 ten percent (10%) of the total number of labor hours on the contract issued. A second option for compliance under this act is to annually enroll Section 3 individuals, totaling a minimum of thirty percent (30%), into

an Apprenticeship program. A third option is to subcontract to a Section 3 business concern. In accordance with the HUD regulations, ten percent (10%) of the subcontract may be awarded to Section 3 business concerns for construction and three percent (3%) of the subcontract may be awarded to Section 3 business concerns for non-construction contracts. A fourth 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. A Section 3 Commitment is required prior to and as a condition of contract award. DCHA contracts will not be awarded without an approved Section 3 Commitment. These documents should include a brief narrative description of the contract, 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 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.

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 which such remedy shall be effective. If remedy is not agreed upon within three (3) working 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 choose to contract with Section 3 business concerns, they must also submit proof of payment to those businesses.

Within five (5) 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 for additional information or assistance with the completion of your Section 3 Action Plan.

III. REFERENCES

Provide a list of at least three (3) professional references for which the bidder has provided the services described herein, include company name and point of contact name, email address and phone numbers.

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

IV. PROFESSIONAL LICENSES/CERTIFICATIONS

Provide copies of any trade and/or professional licenses and certifications for the work described herein and list the following information in the space below. Please include a clean hands and good standing certificate from the District of Columbia Department of Consumer and Regulatory Affairs.

V. INSURANCE

Provide a copy of any current certificates of insurance.

VI. EXPERIENCE WITH HUD SECTION 3 & SECTION 3 PLAN

Bidder shall describe experience with compliance with HUD Section 3 requirements and the results achieved. Review Section 3 requirements outlined in this solicitation and complete the “Action Plan for Section 3 Commitment” *and* an “Estimated Project Workforce Breakdown” as outlined in that section.

VII. COST BID SUMMARY

Complete Exhibit 1 to submit Bids for each year of services bid.

Include a copy of the current Manufacturer’s Price Catalog or Equivalent.

C.2 MANNER OF AWARDS

If awarded, DCHA will make awards to the lowest responsive and responsible Bidder.

C.3 RETENTION

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

C.4 FAILURE TO SUBMIT RESPONSE

Recipients of this solicitation not responding with a bid 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 bid in response to this IFB. If a recipient does not submit a bid 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 IFB.

C.5 LATE BIDS, MODIFICATIONS AND WITHDRAWAL OF BIDS

- a) Bids and modifications to bids that are received in the designated DCHA office after the exact time specified in the IFB 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 bid or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of Bidder’s bid;
 - 2. the bid 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 DCHA after receipt; or
 - 3. the bid is the only bid received.

- b) The only acceptable evidence to establish the date of a late bid, 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 bid, 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 Bids at the place designated for submission shall be considered “late”.
- d) A late bid, 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 bid, which makes its terms more favorable to DCHA, shall be considered at any time it is received and may be accepted.

C.6 FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF A PROSPECTIVE CONTRACTOR

The Bidder must demonstrate to the satisfaction of the Contracting Officer, its capability to perform fully the contract requirements in all respects. Therefore, the Bidder shall furnish any reasonable information requested by the Contracting Officer in order to determine its ability to perform.

C.7 SIGNING OF BIDS

The Bidder shall sign and print or type its name on the bid. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of the agent’s authority to bind the Bidder, unless that evidence has been previously furnished to the Contracting Officer.

Bids by a partnership must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Bids 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 by the Secretary of the Corporation or other persons authorized to bind the Corporation and the Corporate Seal affixed thereto. If the bid 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. A bid 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 bid. Any bid submitted by a joint venture must be signed by all authorized venture personnel.

C.8 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, at his or her discretion, to copy any public record 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, information submitted in response to this solicitation to DCHA may be subject to public disclosure in response to a request made under FOIA.

C.9 BID GUARANTEE AND ACCEPTANCE PERIOD

Bids must be accompanied by a written guarantee that the Bidder will keep its initial bid 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.10 ACKNOWLEDGEMENT OF ADDENDA

Bidder shall acknowledge receipt of any amendment(s) or addendum to this solicitation. Bidder’s failure to acknowledge an amendment or addendum may deem Bidder’s bid nonresponsive and may result in rejection of the Bid.

SECTION D- CONTRACT TERMS

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

D.1 TERM OF CONTRACT

The term of this contract shall be for a three (3) from the date of award, based upon the availability of funds.

D.2 TYPE OF CONTRACT

This is an Indefinite Delivery Indefinite Quantity (IDIQ) Contract with Firm Fixed Pricing for services specified.

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

The Respondent shall carry and pay for:

MINIMUM INSURANCE REQUIREMENTS
BASIC COVERAGE
<p>Commercial General Liability (GL): Per Occurrence: \$2,000,000 Aggregate: \$4,000,000 Products and Completed Operations: \$2,000,000 Personal/Advertising Injury: \$2,000,000</p>
<p>Automobile Liability: \$1,000,000 per occurrence</p>
<p>Workers' Compensation: The Contractor should contact their insurer for the appropriate liability limit.</p>
<p>Employer's Liability: This coverage is not available to employees if Worker's Compensation applies (<i>see</i> 32 DC Official Code § 1504). If and when Employer's Liability insurance applies, however, the minimum requirements are as follows: Each Accident: \$500,000 Employee Disease: \$500,000 Disease-Policy Limit: \$500,000</p>
ADDITIONAL COVERAGE (Requirements to be determined depending on the contract.)
<p>Umbrella or Excess Liability: \$ 4,000,000</p>
<p>Employment Practices Liability: Per Occurrence: \$2,000,000 Aggregate: \$4,000,000</p>
<p>Employee Dishonesty: \$250,000</p>

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:

- (a) These policies must be in place before the execution of the contract, as in-force insurance is a condition precedent to the contract;
- (b) Contractor shall provide DCHA with Certificate of Insurance **annually** as evidence of the limits of coverage described above;
- (c) In the event the Contractor's insurance expires during the term of the contract, Contractor shall provide DCHA with copies of renewal certificates thirty (30) days prior to the expiration date of the expiring coverage;
- (d) Insurance contracts shall require the insurance company to notify DCHA in the event of a substantial change in coverage during the policy term; and
- (e) 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 the DCHA.

In the event a claim arises out of this contract, the Contractor will promptly notify the DCHA Contracting Officer Technical Representative (COTR) in the DCHA Office of Risk Management (ORM) at (202) 535-1800 or email ORM@dchousing.org. In addition, the Contractor 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 Contractor shall indemnify, defend and hold harmless HUD and DCHA, and its respective employees, agents, contractors, 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 Contractor, 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 Contractor, its agents, and employees 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 Contractor's liability. At its own expense, the Contractor 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. This insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured under your policy.

D.6 METHOD OF COMPENSATION

Monthly Payment of Services:

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

(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, DC 20002-7599
Email: DCHApayments@dchousing.org

(b) Proper invoices shall contain the following information:

- Contract Number
- Purchase Order Number
- Identification of services and repairs performed and parts replaced 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 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 AFFIRMATIVE ACTION PROGRAM

Bidders shall submit two (2) copies of an Affirmative Action Program (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.8 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 to be disclosed to the public for any purpose or used by DCHA except for evaluation purposes:

D.7.1 That the proposal includes proprietary or confidential information that shall not be disclosed outside of DCHA and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the proposal;

- D.7.2** That if a contract is awarded to the Respondent, DCHA shall have the right to duplicate, use or disclose the proprietary or confidential information to the extent provided in the contract;
- D.7.3** That this restriction does not limit DCHA's right to use the proprietary or confidential information if it is obtained from another source without restriction;
- D.7.4** That the Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction; and
- D.7.5** 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.9 RESPONSIBLE CONTRACTORS

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

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

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

D.10 CONSENT TO SUBCONTRACT

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

D.11 MANUFACTURER’S PRICE LISTING

Bidder shall provide (2) copies of manufacturer’s price listing or catalog and/or company price listing for stock materials, equipment and parts, inclusive of mark-up to be utilized under this contract.

Bidder shall provide Manufacturer’s price with the quote, as updated, and annually. Failure to provide this information may result in delay of payment.

Manufacturer Part Number (MPN) data must be submitted for all products. The Offeror must ensure that the MPN for each proposed product reflects the actual number assigned. If MPN’s are submitted incorrectly or not submitted, the quote may be determined “non-responsive” and not considered for award.

Offeror shall maintain at all times an ample and complete stock of normal equipment included in Exhibit 1. ETS’s items shall conform to style, size, functionality, and appearance to existing items. **All ETS’s items shall be approved by the Authority prior to order fulfillment.**

D.12 ALLOWABLE COSTS

DCHA shall reimburse the Contractor for the materials used in performing repairs that do not exceed the estimated material cost stated in the Work Order estimate.

The Contractor shall not exceed the estimated number of hours or the estimated material cost as stated, unless the estimated number of hours and the estimated cost for materials are increased by a modification executed by the Contracting Officer.

Reasonable and allocable material handling costs may be included in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expenses allocated to direct materials in accordance with the Contractor practices.

The Contractor shall be reimbursed for items and services purchased directly for the contract only when cash, checks, or other forms actual payment have been made for direct materials, as used in this clause, are those materials which enter directly into the end product, or which are used or consumed directly in connection with the furnishing of the end product.

DCHA shall pay for repair work at the fixed hourly labor rates specified in paragraph (E) of the Bid Form.

D.13 CEILING PRICE

The DCHA shall not be obligated to pay the Contractor any amount in excess of the ceiling price (also referred to as the total price) in the Price Schedule(s), and the Contractor 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 Contractor 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 Contractor 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.14 FAIR HOUSING EQUAL OPPORTUNITY CLAUSE

During the performance of the contract, the Bidder 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.15 THE AMERICAN WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Bidder 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.16 SECTION 504 OF THE REHABILITATION ACT OF 1973 (AS AMENDED)

During the performance of the contract, the Bidder 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 (6%) of the public housing units constructed will comply with Uniform Federal Accessibility Standards (“UFAS”). DCHA may require more than 6 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.17 NO WARRANTY

Bidder is required to examine the IFB, specifications and instructions pertaining to the services required. Failure to do so will be at the Bidder’s own risk. It is assumed that the Bidder 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 IFB, specifications, and/or instructions.

D.18 EXPENSE OF THE IFB SUBMISSION

All expenses incurred in the preparation and submission of bids in response to the IFB shall be borne by the Bidder.

D.19 ANTI-DEFICIENCY

Notwithstanding anything contained herein to the contrary, DCHA's obligations or liabilities which may be hereunder described or otherwise contemplated shall be limited and restricted to the requirements of the proper appropriations in compliance with the Anti-Deficiency Act, prescribed under 31 U.S.C. §§ 1341, 1342, 1349 and 1351, as applicable to the District of Columbia under D.C. Official Code § 47-105. No provision contained in this IFB shall be construed as a multi-year financial obligation to Bidder so as to cause a violation of said Anti-Deficiency Act.

D.20 WARRANTY AGAINST DEBARMENT

The Contractor, in compliance with Section 29.505 of the debarment regulation (49 CFR 29) shall certify at the time the bids are due that he/she or anyone associated therewith in any capacity (owner, partner, director, officer, principle, investor, project director, manager, auditor, or any position involving administration of federal funds) is suspended, debarred or voluntarily excluded from or otherwise determined ineligible to receive award of or performance of Federally funded projects. Exceptions should be noted.

D.21 CANCELLATION

DCHA reserves the right to cancel this IFB, or to reject, in whole or in part, any and all bids received in response to this IFB, 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 IFB, 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 DCHA duly authorized by the governing body thereof to administer contracts for, and in the name of DCHA or its instrumentality applicable.

Executive Director. The Executive Director of the District of Columbia Housing Authority (DCHA).

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 who 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 (10) calendar 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, if applicable. In such cases, the time-period set forth in the solicitation and/or contract prevails. The complaint must be in writing, and at a minimum must identify the name, address and phone number of the Protestor; Solicitation number and project title; a detailed statement of the basis for the protest; supporting evidence or documents to substantiate any arguments; form of relief requested.
2. The Contracting Officer may suspend the procurement pending resolution of the protest, if warranted by the facts presented.
3. The Contracting Officer shall issue a written decision to the Protestor within ninety (90) days of its receipt by certified mail with return receipt requested. The written decision shall state a description of the claim; a reference to the pertinent clause; a statement of the factual areas of agreement or disagreement; a statement of the Contracting Officer's decision with supporting rationale; and a statement referencing appeal rights.
4. The Contracting Officer's Final Decision may be appealed to the DCHA Executive Director through the Office of the General Counsel. Such request must be in writing and made within ten (10) calendar days of receipt of the Contracting Officer's decision.
5. The DCHA Executive Director's decision may be appealed to the District of Columbia Board of Contract Appeals (CAB) or other court of competent jurisdiction as determined and agreed to by the Parties. The appeal must be filed within thirty (30) days of receipt of the decision rendered by the DCHA Executive Director, or other time period required by the selected court of competent jurisdiction, as applicable.

6. The DCHA Board or Commissioners has no jurisdiction over Bid Protests.

All protests, except those directed to 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. Suite 300
Washington, D.C. 20002-7599
Attn: Contracting Officer

D.23 BEST AND FINAL OFFERS

DCHA may award a contract upon the basis of initial bids received, without discussion. Therefore, each initial Bid should contain the Bidder's best terms, from a cost and technical standpoint. However, if discussions are held with one Bidder, all Bidders 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 Bids" 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 Bids to all Bidder's still within the competitive range.

D.24 DAVIS BACON AND RELATED ACTS REQUIREMENTS- [RESERVED]

D.25 MCNAMARA – O'HARA SERVICE CONTRACT ACT

Bidder 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.

SECTION E - EVALUATION AND AWARD CRITERIA

The contract will be awarded to the lowest responsive and most responsible bidder whose offer is most advantageous to DCHA, based upon the requirements of the IFB specified herein. DCHA reserves the right to reject any and all bids determined to be inadequate or unacceptable. All bids will be initially reviewed to determine compliance with the bid format requirements specified in Section C above. Bids which do not comply with these requirements will be rejected without further review.

Please note that price will be the primary factor in the selection process.

The District of Columbia Housing Authority will apply appropriate points as outlined below:

EVALUATION CRITERIA **MAXIMUM POINTS**

E.1 SECTION 3/RESIDENT HIRING **Maximum 20 Points**

Experience and success in training and hiring residents to achieve maximum benefit from implementation of the development plan:

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 points
2. Demonstrated evidence of successful past performance with the fulfillment of Section 3 Commitments	3 points
3. Will hire DCHA residents or program participants for appropriate employment opportunities within the firm or any of its affiliated subcontractors	4 points
4. Proposes to provide funding for training for a DCHA resident or program participant	3 points
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 points
6. Proposes to subcontract supportive services to Section 3 businesses.	2 points
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 points

*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.

E.2 BONUS POINTS **Maximum 12.5 Points**

E.2.1 Business Enterprise Designation Points for Local Small Minority/Woman-Owned Business Maximum 10 Points

The 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 the determination of the competitive range each Bidder who has been deemed technically qualified and is within the competitive range can receive additional points if the Bidder 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 Points:

- “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 Bidder based on a review of the Response, either party of a joint-venture, or a Bidder’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

E.2.2 CBE PARTICIPATION Maximum 2.5 Points

DCHA will recognize the District of Columbia certification as meeting the certification requirements of its CBE program. Reliable certification from other CBE programs will be considered and Contractors may utilize any other CBE firms that qualify under the definitions set forth herein. In recognition of the District’s CBE certification, the Authority will use the following CBE point system below to determine the number of preference points awarded to contractors with CBE certification. Please be advised that if one or more development team members are a CBE, the Authority 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

ALL BIDS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY DCHA. THE BIDDER(S) RECEIVING THE HIGHEST RATING(S) BASED ON THE SCORING CRITERIA WILL BE RECOMMENDED AS CAPABLE OF PROVIDING SERVICES IN A MANNER THAT IS ADVANTAGEOUS TO DCHA, TECHNICAL FACTORS CONSIDERED. DCHA MAY REJECT ANY OR ALL BIDS THAT ARE DETERMINED NOT TO BE IN DCHA’S BEST INTEREST. IN ADDITION, THE DCHA RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES THE DCHA’S BEST INTEREST TO DO SO.

SECTION F - TIMETABLE (SELECTION PROCESS)

Advertise Date	June 24, 2018
IFB Issuance Date	June 25, 2018
Deadline for Submission of inquiries/Questions	July 10, 2018 @12:00 noon
Bids Due	July 25, 2018 @ 11:00 p.m.
Bid Opening	July 25, 2018 @ 12:00 p.m.

*All dates listed above are subject to change at the sole discretion of DCHA. This section is only provided as a guideline for the projected dates of activities required through the IFB process in accordance with the procurement guidelines of DCHA.

SECTION G - EXHIBITS/ CERTIFICATIONS/ATTACHMENTS

- [Exhibit 1](#) – Bid Form
- [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 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-](#) Reserved
- [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