
DISTRICT OF COLUMBIA HOUSING AUTHORITY
CONTRACTS AND PROCUREMENT



REQUEST FOR PROPOSAL

0026-2018

ISSUE DATE: July 23, 2018

CLOSING DATE: September 25, 2018

CAPTION: TWENTY (20)-YEAR SITE LEASE for GRID-STABILIZING
RENEWABLE ENERGY MICROGRID with POWER
PURCHASE AGREEMENT (PPA) OPTIONAL

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SECTION A –INTRODUCTION

A.1 OVERVIEW

District of Columbia Housing Authority (“DCHA”) is dedicated to enhancing the quality of life in the District of Columbia (the “District”) 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 subsidizing over 8,300 units with public housing operating subsidy, DCHA also contracts approximately 14,000 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 authority through the United States Department of Housing and Urban Development (“HUD”)’s Moving to Work (“MTW”) Demonstration Program.

A.2 BACKGROUND

DCHA is issuing this Request for Proposals (“RFP”) to solicit proposals from qualified Developers (Respondents) to lease facility space including rooftops, open areas, and any available applicable facility space (basements, vacant storage facilities, plants, etc.) for the purpose of developing a grid stabilizing renewable energy microgrid including but not limited to on-site solar electric power (“photovoltaic” or “PV”) and co-located energy storage systems (“ESS”) at the Langston Terrace and Langston Addition campus in northeast Washington, DC. It is contemplated that the location can support 0.5 to 1.5 MW of solar PV and up to a 1MW/4MWh energy storage system that can provide dispatchable power to i) the Authority directly on-site to the Langston campus, ii) Authority-wide under a Community Renewable Energy Facility (“CREF”) subscription, and/or iii) directly to grid and/or grid services (non-Authority agreement).

The Authority anticipates entering into a twenty-year lease agreement with the successful Respondent who shall propose an annual lease payment to the Authority, payable on a monthly basis for access to the facility. In addition, Respondents may propose an optional Power Purchase Agreement (“PPA”) for the purchase of all electricity generated by the System once it becomes commercially operational. If offered, such PPA will be negotiated as part of this procurement as an option. It is the intent of the specifications, terms and conditions contained herein to describe the requirements and process for this procurement.

The Authority intends to purchase all electricity generated by the System(s) on an on-going basis, however it is not obligated to do so upon selection of Respondent. Ultimately, the Authority's goal is to both reduce its energy consumption from existing grid-connected energy sources and to lower its energy costs by entering into a contract with the Respondent selected in this procurement if advantageous to the Authority.

The Authority anticipates an 800-kW peak demand requirement from co-located ESS on-site and would need to interconnect the ESS to the master meter serving Langston Terrace and Langston Addition. The cost of the interconnection to the ESS shall be included in any proposed PPA pricing.

Cost Components. If advantageous to the Authority, the Authority intends to enter into a PPA with the selected Respondent that will have a 20-year term and locks the cost of generated electricity over the life of the PPA (or alternatively agree upon a fixed yearly escalator for this component). Furthermore, the Authority shall only be responsible for paying for electricity delivered to the Potomac Electric Power Company (Pepco) utility meter at each facility. The Authority shall not be responsible for any other payments during the term of the PPA, including, but not limited to, network upgrades, environmental costs, curtailment costs, fees or similar items up to and including the Pepco meter that might not yet be identified or may arise after PPA execution or commercial operation.

Financial Structure. Given the budgetary requirements applicable to the Authority, any resulting PPA will need to be structured in such a manner so that it will not be considered debt and will not qualify as a capital lease under generally accepted accounting standards. In addition, the Authority's obligation to purchase the resulting electricity (and any other DCHA financial obligation) will be subject to annual appropriation, and applicable District and/or Federal *Anti-Deficiency Act requirements*, over the life of the PPA. Lease payments from the selected Respondent to the Authority may, at the Authority's option, be structured as a credit against the purchase of the resulting electricity. Respondents are free to structure the lease payment as a per kWh discount against the bid PPA price of electricity; however, the lease payment or discount also shall be subject to any fixed yearly escalator to which the PPA price is subject. Respondents may propose a per kWh PPA price, a lease credit discount per kWh, and the resulting net PPA price per kWh. Any pricing associated with dispatched energy from the energy storage system (also known as a demand charge) must be reflected in the PPA per kWh or energy price, as the Langston meters do not currently pay

demand charges. Respondents are encouraged to provide calculations illustrating the development of the PPA price per kWh. A floor with an annual consumer price index or “CPI” annual escalator of 3% monthly lease payment in dollars must be proposed which would be paid to the Authority by the successful Respondent regardless of the level of electricity production from the System. The floor with annual CPI escalator lease payment can be a component of the per kWh discount offer and would not be additive.

Historical Preservation.

Langston Terrace is listed on the National Registry of Historic Places. The Authority requires Respondents be fully aware of the restrictions and permitting requirements necessary to install any proposed System on the Langston Terrace Site. At a minimum, Respondents must present a site layout that should be approved by the District Office of Historic Preservation. The Authority is not in any way responsible for any design or plans that are rejected by the District Department of Consumer and Regulatory Affairs (“DCRA”), the DC Office of Historic Preservation, the Langston Resident Council, or any other board from which Respondents must seek approval.

A.3 SELECTION PROCESS

The Authority’s selection process will evaluate and recommend the Respondent that best demonstrates the experience, technical expertise and qualifications necessary to implement a project of this size and complexity. Proposals must include all information requested in Section C of this RFP and will be evaluated in accordance with Section E of this RFP. The Authority intends to award the contract to the Respondent that provide(s) the best value to the Authority determined on the basis of all evaluation criteria considered.

A.4 ECONOMIC INCLUSION

The Authority desires that Small, Local, and Disadvantaged Business Enterprises (“SLDBE’s”) participate in this project to the greatest extent possible. Respondents should include in their proposal a proposed plan that demonstrates the level of participation by such businesses. The DCHA Economic Inclusion Policy is detailed in Appendix III.

SECTION B – SCOPE OF SERVICES

B.1 DESCRIPTION OF SERVICES

In general, the selected Respondent will be required to develop, at no upfront cost to the Authority, a grid stabilizing renewable energy microgrid including but not limited to on-site solar electric power (“photovoltaic” or “PV”) and co-located energy storage systems (“ESS”) at the Langston Terrace and Langston Addition

campus in southeast Washington, DC. The estimated potential capacity for a solar power on-site generation with a co-located ESS at Langston Terrace and Langston Addition has been estimated to be approximately 1.5 MW by independent energy consultants and up to a 1MW/4MWh energy storage system that can provide dispatchable power to i) the Authority directly on-site to the Langston campus, ii) Authority-wide under a Community Renewable Energy Facility (“CREF”) subscription, and/or iii) directly to grid and/or grid services (non-Authority agreement).

DCHA may consider technology diversity in evaluation of proposals. Technology diversity may include applications and attributes of solar PV or ESS technology types.

The Authority anticipates an 800kW peak demand requirement from co-located ESS on-site and would need to interconnect the ESS to the master meter serving Langston Terrace and Langston Addition. Proposal pricing must include the cost of all interconnection facilities.

The Respondent is responsible for obtaining and satisfying the requirements of all federal, state and local permits, licenses, approvals and variances that are required now and in the future for the construction and operation of the system and the delivery of energy from it.

In addition to permitting responsibilities, the Respondent will be required to work jointly with DCHA to attend meetings of applicable local permitting/oversight authorities as required to address permitting needs, other concerns of the community and build local support for the System.

Pursuant to the terms and conditions of the applicable PPA if accepted, the Authority will purchase electricity from the Systems once they become commercially operational.

Although the Authority has conducted a site survey and other due diligence, Respondents pricing should anticipate that there may be some unforeseen conditions or other factors that exist which may result in the inability to proceed with an individual site or sites within the campus. In such cases, the Authority will have the opportunity (but not the obligation) to identify and propose substitute alternate sites of a similar size; however, no such site will be substituted unless it is mutually acceptable to both the Authority and the Respondent.

The Authority will continue to explore and evaluate options for other on-site and off-site renewable energy generation projects. The Authority will continue to explore and evaluate options for other on-site and off-site renewable energy generation projects. The Authority offers the Warehouse located on 675 Taylor St. NE Washington, DC as an additional site for consideration for grid stabilizing

microgrid for on-site solar electric power and co-located ESS for the optional purchase of all electricity generated by any resulting system at the warehouse under a Authority-wide under a CREF subscription under similar terms and conditions as provided for the Langston response.

Respondents must submit a proposal for Langston to be deemed responsive. However, Respondents may also submit a proposal for the Warehouse location as an add-in option separate from separate from the Langston Terrace proposal.

Respondents shall take sole and full responsibility for conducting any necessary due diligence and assessing the sites and their conditions in developing their proposals. Such assessment of the sites and their conditions shall be performed by the Respondents at its own cost. The Authority is not responsible for compensating Respondents for such work.

B.2 PRELIMINARY SITE ASSESSMENT DATA

Detailed information regarding the Langston site and the Warehouse is included in Appendix I Langton and Warehouse Maps and Appendix II Langston Site Assessment and Energy Consumption.

B.3 QUALIFICATIONS

At a minimum, Respondents must have successfully developed at least three (3) projects totaling at least one-half (0.5) megawatts (MW) that are in commercial operation at the time of the issuance of this RFP under a PPA structure.

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 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

Inquiries and/or questions concerning this RFP must be submitted in writing to the Issuing Office no later than Tuesday, August 21, 2018 by 12:00 PM noon. Please copy all inquiries sent to the Contracting Officer to the Contract Specialist responsible for this RFP, Lolita Washington by email to lwashing@dchousing.org and 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 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(S) IN THE OFFICE OF ADMINISTRATIVE SERVICES.

C.3 SITE VISIT

Respondents to this RFP are encouraged to visit Langston and the Warehouse sites prior to submitting proposals to familiar with the conditions that may affect the performance of the work and conduct any necessary due diligence required to assess the site and the conditions in the development of their proposals.

Scheduled as follows:

Thursday, August 9, 2018
2101 G Street NE 20002
10:00 am.

C.4 PRE-PROPOSAL CONFERENCE

Prospective Respondents to this RFP are strongly encouraged to attend a Pre-Proposal Conference to obtain a better understanding of the Project.

Scheduled as follows:

Monday, August 13, 2018
DCHA Headquarters located at
1133 North Capitol Street, NE Washington DC 20002,
Second Floor Boardroom 11:00 a.m.

C.5 SUBMISSION DATE

All proposals must be received by 11:00 AM on Tuesday, August 28, 2018.
Proposals shall be submitted in sealed packaging marked “**RFP 0026-2018 20-Year Site Lease for Grid Stabilizing Renewable Energy Microgrid with Optional Power Purchasing Agreement (PPA) Optional**” and 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 40 pages, excluding the Cost Proposal and supporting materials as detailed in Section C.6.1 and C.6.2 below. Proposals shall be submitted in two parts: Part I shall be titled, “Technical Proposal” and Part II shall be titled, “Price Proposal”. **Respondents shall submit one (1) original and six (6) copies of both the Technical Proposal and Price Proposal**, prepared in such format and detail as to enable DCHA to make a thorough evaluation thereof and to arrive at a sound determination as to whether the Respondent can meet the requirements set forth in this RFP. **The Technical Proposal shall not contain any pricing information.**

Proposals shall be organized as follows:

C.6.1 Proposal Format

Proposal responses must meet the following format requirements:

- Proposals shall be formatted on 8.5” by 11” letter-size paper, bound length-wise, with tabs to separate sections.
- Proposals must include each item in the order outlined below in Section C.6.2, C.7 and C.8 below.
- Each sub-section must be separated by tabs with sub-section headings.
- Technical Proposals are limited to forty (40) pages, printed excluding the Title Page, Table of Contents, Section Dividers, exhibits, and supporting documentation.
- Proposals shall be paginated and organized as described below.

C.6.2 Proposal Content

PART I: Technical Proposal shall contain:

- 1) Table of Contents
- 2) Letter of Interest
- 3) Documentation to substantiate each listed Evaluation Criteria
 - Relevant Experience and Capabilities
 - Technical Proposal and Capacity
 - Financial Strength
 - Certification and Business License
- 4) References
- 5) Experience with HUD Section 3 & Section 3 Plan
- 6) Minority Women Certified Business Enterprise (M/ WBE/ CBE) Equity Plan
- 7) Certifications and Attachments

PART II: Price Proposal shall contain:

- 1) Pricing
Package No. 2 shall contain price proposals only.
Complete Exhibits I & II Price Proposal

C.7 TECHNICAL PROPOSAL

To be considered, Respondents shall provide detailed information about the requirements of each part are listed below. At a minimum, these sections should contain the following:

C.7.1 Table of Contents

C.7.2 Executive Summary/Introduction

Letter of Interest that includes executive summary/introduction detailing the history and attributes of the company; name and address of the Respondent; website and telephone number; email address of contact; a brief description of the understanding of the Scope of Services; ability to perform the work and history of providing the Scope of Services.

C.7.3 Relevant Experience and Capabilities

Provide project type, size, client type, and financing mechanism to demonstrate relevant project experience. Complete the Experience Form-Exhibit 1 (*additional as necessary*)

Respondents shall also identify, in the past three (3) years, the number of installations completed in the Government sector listing PV system sizes and broken down by system type: ground mount, roof mount, parking lot, and parking garage.

C.7.4 Technical Proposal and Capacity

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Optional

Provide proposed equipment, materials, and methods the Respondent intends to employ if selected. Respondent shall provide a presentation with sufficient narrative that describes the equipment and systems proposed and discussing why these were selected as the optimal choice. A layout of the system on the site is also required in the presentation. This section shall include:

- A. Proposed System Overview: Preliminary project overview of the grid stabilizing renewable energy microgrid system. Technical narrative that describes the proposed systems, including but not limited to: general considerations, rated kWp DC capacity, expected kWh AC output in the first year and over a twenty (20) year period, mounting approach (tilt, tracking), and total area required for any roof mounted PV system at each building site. The ESS overview shall include the size of the system in capacity and energy during a 2-hour and 4-hour power island discharge.
- B. Proposed Site Layout: Preliminary 3-D rendering of a preliminary site layout detailing the local of all PV and ESS systems.
- C. Monitoring System Preliminary Design: Overview of the proposed Data Acquisition System (DAS), including quantity and model of proposed sensors, data acquisition hardware and software, screen shots of proposed solutions and IT requirements. Respondents shall identify requirements for connecting the DAS to the Internet.
- D. Monitoring / Data Presentation Information: Specifications of proposed monitoring software, including screenshots of user interface and system diagnostic capabilities, as well as hosting requirements, performance data and billing management plan and processes.
- E. Respondents must provide information relating to their team's financial ability to build, own and operate the grid stabilizing renewable energy microgrid system. Each Respondent must demonstrate to the Authority that it has access to capital on terms and conditions that will allow it to construct the systems on competitive terms. Respondents must also establish that they have sufficient bonding from a surety licensed in the District of Columbia to undertake the construction at the site; in this regard, Respondents must specify the total bonding that the surety will issue for all of the Respondents contracted work including uncompleted contracts.
- F. Respondents must address the financing methodologies they intend to use. This part shall not exceed ten (10) pages. Respondents must:

For a PPA, describe the structure of its partnership with the financial partners it anticipates will be used for these Projects. If self-financing, please describe the financing plan, the source of funding and number of projects that the prime firm has financed utilizing this methodology.

- (1) For a PPA, identify any financing or funding mechanisms it is considering that are not found in typical PPAs.
- (2) Please describe any additional sources of federal or other funding that may be available to the Authority for this project. If the additional sources are a loan or credit support, please provide indicative metrics (principal payments, interest rates, debt service schedules, final maturity, etc.).
- (3) Identify whether the prime firm has ever filed for bankruptcy or experienced a delayed renewable energy generation project that resulted from a lack of available funding and/or a loss of funding to a client due to the inability to secure a financial partner. If yes, please explain.
- (4) Provide representation that the prime firm and anticipated financial partners have not, nor has any of the members of its governing board or principal officers, been indicted or convicted of fraud, corruption, collusion, bribery, or money laundering. If Respondent is unable to so warrant, then describe the circumstances.

Respondents proposing an alternate financing mechanism must:

- (1) Describe the mechanisms and provide indicative metrics (principal payment structure, interest rates, debt service schedules, final maturity, up-front fees, credit requirements, demographic requirements, etc.)
- (2) Provide examples and references of similar successful financing placements using the proposed method(s).
- (3) Provide a discussion on the difficulty of implementation and a description of the financing timeline.

Provide details of technical capability necessary to realize the Authority's objectives set forth in this RFP. Submittals must address the items set forth in the scope of work and evaluation criteria.

C.7.5 Financial Strength

Respondents shall provide in detail their anticipated funding for the project, as well as, their prior experience with any future financing partners on comparable projects, and why their recommended financing plan would offer the best value to the Authority.

Respondents will be evaluated based on its financial stability and ability to provide timely financing.

C.7.6 Certification and Business License

(Supporting Documentation not included in 40-page limitation.)

Respondents must be licensed to do business in the District of Columbia. Provide a copy of licenses, certifications and/or list industry affiliations as evidence of ability to provide services required to complete the SOW as described in the RFP.

C.7.7 Implementation Plan

(Supporting Documentation not included in 40-page limitation.)

Provide a detailed GANTT style schedule and narrative identifying all phases of the project and services, major milestones, and task dependencies associated with designing, permitting, and installing the system at the site. The implementation narrative shall include the financing strategy and timing, specifications for equipment and materials, workforce plan, staging, construction, equipment installation, acceptance testing, project close-out, and commitment from financial partners and suppliers and/or manufacturers substantiating the availability of major long lead-time equipment or resources to meet the proposed schedule. The implementation plan, excluding the schedule, should be no more than five (5) pages in total.

C.7.8 References

(Supporting Documentation not included in 40-page limitation.)

Provide no less than (5) five recent professional references from clients with similar work as described in the scope of services within the last (5) five years to include current point of contact, company, phone numbers and email addresses for each reference.

References must contain verification of project award, project performance and quality of work based on similar work as described in the scope of services. Please use the following format to list the five references:

Project #

Location:

Size (kW-DC):

Client:

Client Type (Commercial, Government, Other):

Client Financing Type:

Project Contact Name:

Project Contact Email:

Project Contact Phone:

List partner firm(s) and role from Part I that worked on this project:

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

C.7.9 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, including 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.

C.7.10 Minority/Women/Certified Business Enterprise (M/WBE) Equity Plan
(Supporting Documentation not included in 30-page limitation.)

- a. Respondents should submit narrative information about their policies, plans, activities and accomplishments in creating a diverse workforce, both in their legal and administrative support staffs. The narrative should also indicate any experience utilizing M/WBEs 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 organization, including any history of such participation.

C.7.11 Certifications/Attachments

(Supporting Documentation not included in 40-page limitation.)

Download Attachments from Section G. Attach the following completed certification and affidavit forms:

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, and Other Statements of Bidders

Attachment H: Statements of Bidders Qualifications

Attachment I: Section 3 Contractor 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: Wage Determination

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

C.8 PRICE PROPOSALS

Provide pricing that is consistent with the Scope of Services for each year of services proposed.

C.8.1 Proposal Content

Complete Exhibit 2- Price Proposal. Price Proposal forms must be completed in their entirety to be responsive. The Langston Price Proposal is mandatory and the DCHA Warehouse is optional and may be completed as an add-on Price Proposal.

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 Allowable Costs

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

C.8.4 Cost Analysis

The DCHA will perform a cost analysis of the Respondent's cost proposal. The cost analysis will allow DCHA to determine the reasonableness of the proposed contract cost.

C.8.5 Travel

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. Proposals should set forth full, accurate, and complete information as required by this solicitation. 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 to the DCHA Executive Director.

C.11 MANNER OF AWARDS

DCHA may award a contract or contracts upon the basis of the initial responses received, without discussion. Therefore, each initial Proposal should contain the Respondent's best and final terms from a cost and technical standpoint. Proposals shall represent the best effort of the Respondent and will be evaluated as such.

C.12 RETENTION

All proposals are the property of DCHA, shall be retained by 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 Respondent including proprietary or confidential information in its proposal shall conspicuously mark each page as proprietary or confidential if the Respondent does not want the proprietary or confidential information disclosed to the public or used by 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 DCHA Office of Administrative Services 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 of 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 with 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 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. A Respondent’s failure to acknowledge an addendum or amendment may result in rejection of the offer.

SECTION D - CONTRACT TERMS

The successful Respondent will be asked to conform to the requirements outlined in Section D of this RFP, in the event that it is selected as Contractor as a result of this solicitation.

D.1 TERM OF CONTRACT

The period of performance for the awarded contract shall be for five (5) years from the date of award, with five (5) additional one-year option terms, as deemed appropriate in the representation of DCHA and subject to the availability of funds.

D.2 TYPE OF CONTRACT

DCHA intends to award an Indefinite Delivery Indefinite Quantity (IDIQ) contract for services as specified in the Scope of Services in accordance with the Price Proposal. Consultant 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 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:

Type of Insurance	Minimum Limits Required <i>Per Claim/Occurrence</i>	Minimum Limits Required <i>Aggregate Policy Limits</i>
1. Commercial General Liability	\$1,000,000	\$2,000,000
a. Bodily Injury/Property Damage	\$1,000,000	\$2,000,000
b. Products/Completed Operation	\$1,000,000	\$2,000,000
c. Personal and Advertising Injury	\$1,000,000	\$2,000,000
d. Medical Expense limit (any one person)	\$1,000,000	\$2,000,000
e. Loss of Use Insurance	\$1,000,000	\$2,000,000

2. Commercial Automobile Liability	\$1,000,000 Combined Single Limit Each Accident	\$ N/A
3. Worker’s Compensation	Statutory Limits	Statutory Limits
4. Employer’s Liability (Bodily Injury by Accident)	\$1,000,000	\$N/A
a. By Disease	\$1,000,000	\$N/A
b. Each Accident	\$ 1,000,000	\$ N/A
c. Each Employee	\$ 1,000,000	\$ N/A
5. Umbrella Excess Liability Insurance over items 1, 2, and 4 above on a follow form/broad as underlying occurrence basis	\$ 5,000,000	\$10,000,000
6. Respondent’s Pollution Liability including coverage for microbial matter	\$10,000,000	\$20,000,000
7. Professional Liability Insurance	\$ 2,000,000	\$5,000,000
8. Crime & Employee Dishonesty Insurance	\$1,000,000	\$2,000,000

In addition to the foregoing, Respondent shall purchase and maintain an all risk builder’s risk policy to insure against all risks of direct physical loss, damage or destruction to any of the work or construction. This insurance shall be procured for each phase of the project. The builder’s risk policy shall be in the amount sufficient to rebuild and replace the Project in full (or the portions of the Project in existence or being constructed during the phase in question).

In addition to the foregoing, Respondent shall obtain a separate performance bond and unconditional labor and material payment bond (hereinafter collectively referred to as “Bonds”), each Bond to be in the amount of 100% of the Contract Price, including any increases thereto. The Bonds shall comply with applicable law in all respects.

In addition to the foregoing, the required insurance shall cover, in full, the Respondent’s indemnity obligations set forth in Section D.3 hereof.

All of the above insurance shall be written in a form and manner acceptable to DCHA. DCHA reserves the right to request further or additional limits or types of coverage if the same is necessary to adequately insure each and all of the risks associated with the Project. Should Respondent believe that other or additional insurance or limits are required to adequately insure the Project and fully protect DCHA, it shall inform DCHA in its Bid and provide details as to what is required.

Respondent shall inform DCHA in its response whether it proposes to utilize any self-insurance, insurance captive, or a Respondent Controlled Insurance Program (CCIP). DCHA may permit or decline to permit use of any or all of the foregoing in its sole discretion.

All insurers shall be acceptable to DCHA, financially sound, and lawfully authorized to do business in the District of Columbia. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved in writing by DCHA.

The funding of deductibles and self-insured retentions maintained by Respondent shall be the sole responsibility of Respondent, including any amounts applicable to deductibles or self-insured retentions applicable to claims involving the Owner, as an additional insured. Any self-insured retentions in excess of \$100,000 must be declared to and approved by DCHA in writing.

The required insurance shall contain the following additional provisions:

- (a) Additional Insured – DCHA; its successors and assigns, parents, subsidiary, related and affiliated entities, shall be listed as an additional insured on all insurance.
- (b) Primary Coverage - Respondent's required insurance coverage shall be primary insurance, and any insurance or self-insurance maintained by the DCHA shall be excess of and non- contributory with Respondent's insurance.
- (c) Severability of Interest - Except with respect to the limits of insurance, Respondent has required insurance shall apply separately to each insured or additional insured and the acts or omissions of one insured shall not be imputed to any other insured.
- (d) Notice of Cancellation - Each insurance policy shall be endorsed to require Insurer(s) to provide thirty (30) days' written notice to the DCHA by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.
- (e) Waiver of Subrogation – Respondent shall procure from its insurers waivers of subrogation against DCHA, its directors, officers and employees in the scope of employment, and Respondent shall cause each of its subcontractors to waive all their rights of subrogation against DCHA, including directors, officers and employees in the scope of employment, for all costs or expenses, losses, damages, claims, suits or demands, howsoever caused.

To the extent applicable to their work, all Subcontractors are subject to the same insurance requirements as required of the Respondent if not covered by Respondent's insurance. Lower limits for certain subcontractors may be approved by DCHA in its discretion. In its Proposal, Respondent shall describe in detail how it proposes to address Subcontractor's insurance.

Respondent shall furnish the DCHA and shall require subcontractors of every tier to furnish to DCHA an executed broker's undertaking evidencing the required

coverage and attaching certified and complete copies of the policies and bonds, and all endorsements thereto, prior to the commencement of Work or operations at or on DCHA's Project. The same shall be provided to DCHA in connection with any renewals or replacements at least fifteen (15) days prior to the expiration of any insurance.

In specifying minimum Respondent insurance requirements, DCHA does not represent that such insurance is adequate to protect Respondent for loss, damage or liability arising from its work or otherwise. Respondent is solely responsible to inform itself of the types or amounts of insurance it may need beyond these requirements to protect itself. The insurance requirements set forth herein shall not be construed to relieve Respondent for liability in excess of such coverage, nor shall it preclude DCHA from taking such other actions as is available to it under any other provision of this Agreement.

In the event a claim arises out of this contract, the Respondent will promptly notify the DCHA Contracting Officer's Technical Assistance Representative (COTR) and the DCHA Office of Risk Management (ORM). In addition, the Respondent will investigate and furnish the DCHA COTR and ORM with reports of all incidents, 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 OPTION TO EXTEND THE TERM OF THE CONTRACT

1. Option Period

DCHA may extend the term of the contract for up to five (5) one-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 Contractor 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 Contractor. A copy of the same will be provided to the affected contractor/consultant.
- d. The total duration of the contract, including the exercise of the any option there under, shall not exceed ten (10) years.

D.7 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
Accounts Payable
1133 North Capitol Street, NE, Suite 329
Washington, D.C. 20002-7599
Email: DCHApayments@dchousing.org

- b. Proper invoices shall contain the following information:
 - Contract Number
 - Purchase Order Number
 - Identification of matters/services performed 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 and DCHA’s Accounts Payable Division processes checks for payment every Thursday. When that date falls on a weekend or holiday, checks will be processed on the next business day.

D.8 TASK ORDERS- [RESERVED]

D.9 AFFIRMATIVE ACTION PROGRAM

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

D.10 SECTION 3 REQUIREMENTS- [Mandatory for All Respondents]

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.

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 to be disclosed to the public for any purpose or used by DCHA except for evaluation purposes:

- D.11.1 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.11.2 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.11.3 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.11.4 That the Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction; and
- 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 only award contracts 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 a Respondent, DCHA will consider such matters as the Respondents':

- a. Integrity;
- b. Compliance with public policy;
- c. Record of past performance; and
- d. 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, DCHA may conduct site visits to the Respondent's office or facility to verify information contained in the proposal.

D.13 EMPLOYEE DISHONESTY INSURANCE

Upon contract award, Respondent shall provide evidence of Employee Dishonesty Insurance for an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), obtained at its own expense, for the purpose of protecting 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 Contractor shall not discriminate on the basis of race, color, religion (creed), sex, national 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, national 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 Contractor and all of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §2101, *et.seq.*

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

During the performance of the contract, the Contractor 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.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 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 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 modification is submitted, it must be received by the date and time specified and is subject to the "Late Submission, Modifications and Withdrawals of Proposals" provisions of this solicitation.

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

D.24 DAVIS BACON REQUIREMENTS

Wages under DCHA's construction agreements must be paid in accordance with a wage determination issued pursuant to the Davis-Bacon Act by the United States Department of Labor or by HUD.

D.24.1 Contractors construction agreements must affirm that:

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

payroll report shall be submitted for Contractor and each subcontractor.

D.24.2 DCHA shall assure that all other compliance requirements for recruitment, referral and placement are fulfilled by Contractor. Specific goals or requirements will be included in each agreement.

D.24.3 Contractor shall execute a written affirmation of its compliance with all Davis- Bacon compliance matters.

D.24.4 Contractor shall submit periodic reports to DCHA's Contracting Officer detailing all Davis-Bacon compliance matters.

D.24.5 DCHA may conduct periodic site visits and meetings with Contractor to ensure compliance.

D.24.6 Contractor shall ensure that all subcontractors are fully compliant with Davis-Bacon wage requirements. Contractor shall incorporate this requirement in all subcontractor agreements and ensure compliance.

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 SELECTION NON-BINDING

The selection by DCHA of a Respondent to be s the most responsive or included in the competitive range indicates only DCHA's intent to negotiate with the Respondent, and the selection does not constitute a commitment by DCHA to execute a final agreement or contract with the Respondent.

Respondents therefore agree and acknowledge that they are barred from claiming to have detrimentally relied on DCHA for any costs or liabilities incurred as a result of responding to this solicitation.

D.27 QUALIFIED BIDDERS LISTING (QBL)- [RESERVED]

SECTION E - EVALUATION FACTORS FOR AWARD

E.1 EVALUATION OF PROPOSALS

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

E.2.1 DCHA will make an award to the most responsible and responsive Respondent whose offer 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.

E.2.2 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.

E.2.3 The proposed cost must be considered reasonable and reflect the proposed approach.

E.2.4 DCHA does not intend; however may to make multiple awards to ensure availability of a wide range of products or services.

E.2.5 The combined relative merit of the technical evaluation factors listed below will be more significant than cost or price in the selection of the Respondent.

E.3 EVALUATION AND SELECTION CRITERIA

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

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

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 122.5 points.**

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

TECHNICAL AND COST EVALUATION FACTORS

Criteria	Maximum Points
<p>EXPERIENCE</p> <p>A. Respondents demonstrated experience in bringing solar energy projects with collective generation capacity of over two (2) megawatts to commercial operations.</p> <p>B. Respondents demonstrated experience of the team’s senior management personnel in structuring such projects and bringing such projects into commercial operations on time.</p> <p>If Respondent is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.</p>	10
<p>TECHNICAL PROPOSAL</p> <p>The proposed equipment, materials, and methods the Respondent would employ if selected.</p>	15
<p>FINANCIAL CAPABILITY</p> <p>Financial Ability, Financing Methodologies & Mechanisms</p>	15
<p>REFERENCES</p> <p>Client references from within the past five years.</p>	5
<p>Provide a copy of the firm’s business license, certifications, affiliations and/or person(s) training.</p>	5
<p>The project GANTT schedule and timetable must be completed, realistic, with risk mitigation, escalation processes, and appropriate for the site(s). The submission must demonstrate the Proposer's methodology for management of multiple projects with concurrent construction timelines.</p>	10

Section 3	
<ol style="list-style-type: none"> 1. <u>*For non-construction contracts: Proposes to have DCHA residents or program participants as interns. For construction contracts: Proposes to have DCHA residents or program participants as apprentices. (2 pts.)</u> 2. Demonstrated evidence of successful past performance with the fulfillment of Section 3 Commitments. (3 pts.) 3. Will hire DCHA residents or program participants for appropriate employment opportunities within the firm or any of its affiliated subcontractors. (4 pts.) 4. Proposes to provide funding for training for a DCHA resident or program participant. (3 pts.) 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.) 6. **Proposes to subcontract supportive services to Section 3 businesses. (2 pts.) 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.) 	20
COST	
Respondents are evaluated based on the anticipated levelized cost of energy over a 20-year period including any proposed discounts. Respondents must provide information and cash-flow modeling with transparent methodology.	30
Maximum Technical Points	
110	

E.3.1 SECTION 3

MAXIMUM 20 TECHNICAL POINTS

*Approved apprenticeship and trainee programs include: 1) an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor; 2) a State Apprenticeship Agency; 3) an on-the-job training program approved by the Bureau of Apprenticeship and Training in accordance with the regulation at 29 CFR part 5; 5) 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;
- Providing mentoring to the program participant(s) sponsored; and

- Committing to hire the respective program participant(s) after successful completion of their specialized training.

E.3.2 BONUS POINTS

MAXIMUM 12.5 POINTS

BUSINESS ENTERPRISE DESIGNATION POINTS FOR SMALL MINORITY/WOMEN OWNED BUSINESS

(Maximum 10 Bonus Points)

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

Upon determination of the competitive range, each Respondent who has been deemed technically qualified and is within the competitive range can receive additional points if the Respondent is determined to be a Local Small Minority or Women-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.

“**Women-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
Women-Owned	= 2.5 points

CERTIFIED BUSINESS ENTERPRISE PARTICIPATION

(Maximum 2.5 Bonus Points)

DCHA will recognize the District of Columbia’s Certified Business Enterprise (“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 (1) 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
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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)

122.5 POINTS

SECTION F-TIMETABLE (SELECTION PROCESS)

F.1 TIMETABLE

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

Advertisement	Sunday, July 22, 2018
Issuance of RFP	Monday, July 23, 2018
Site Inspection	Thursday, August 9, 2018
Pre-Proposal Conference	Monday, August 13, 2018
Deadline for Submission of Inquiries/Questions	Tuesday, August 21, 2018
Submission of Proposals	Tuesday, September 25, 2018
Evaluation Period	TBD
DCHA or Board Committee Review (if applicable)	TBD
Presentation to DCHA Board of Directors for Contract Approval (if applicable)	TBD
Contract Award	TBD

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

ALL PROPOSALS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY DCHA. THE RESPONDENT(S) 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 PROPOSALS 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 – EXHIBITS, APPENDICES & ATTACHMENTS

G.1 EXHIBITS

- [Exhibit 1-](#) Experience Form
- [Exhibit 2-](#) Langston Price Proposal

G.2 APPENDICES

- [Appendix I-](#) Langston and Warehouse Maps
- [Appendix II-](#) Langston Site Assessment and Energy Consumption
- [Appendix III-](#) DCHA Economic Inclusion Policy

G.3 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- 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