
DISTRICT OF COLUMBIA HOUSING AUTHORITY
CONTRACTS AND PROCUREMENT



REQUEST FOR PROPOSAL

0032-2019

ISSUE DATE: July 22, 2019

CLOSING DATE: August 22, 2019

CAPTION: Appliance Fulfillment Delivery and Removal Services

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SECTION A –INTRODUCTION

A.1 OVERVIEW

The District of Columbia Housing Authority (DCHA) is dedicated to enhancing the quality of life in the District of Columbia by providing and effectively managing affordable housing, which is diverse, well maintained, and aesthetically pleasing for those whose circumstances prevent them from competing in the general marketplace. Besides 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 Property Maintenance Operations (PMO) is responsible for property management, maintenance and upkeep throughout DCHA properties. DCHA PMO requires qualified and professional Appliance Fulfillment, Delivery and Removal Services from companies to provide residential grade appliances on an as needed basis. These services are in support of DCHA's initiative to provide livable housing to support healthy and sustainable communities. DCHA invites highly qualified and businesses ("Respondents") to submit proposals in response to this Request for Proposal (RFP) solicitation.

A.3 ECONOMIC INCLUSION- [RESERVED]

A.4 SELECTION PROCESS- [RESERVED]

SECTION B – SCOPE OF SERVICES

B.1 DESCRIPTION OF SERVICES

The Contractor shall be required to provide all labor, materials, and equipment to deliver to the DCHA appliances on an as needed basis in the quantities and specifications determined by the DCHA at the time each order is placed.

B.1.1 General Requirements

The Contractor must supply appliances that meet or exceed the requirements of the DCHA. The minimum specifications are presented herein as HUD Guide Specifications. In addition to the HUD Guide Specifications, the DCHA requires that the appliances meet all applicable Building and Health Department code requirements of the District of Columbia.

The Contractor must be able to supply the DCHA with quantities ordered, in the proper sizes, within three (3) working days after placement of the order.

The Contractor shall provide services without additional charges assessed against DCHA for delivery or crating fees.

All appliances are to be white in color unless otherwise specified and must meet energy star rating specifications.

The Contractor must remove old inoperable refrigerators from the designated site that is identified by the DCHA same day as delivery of new appliances.

DCHA shall be the sole judge of the quality of appliance received. If any delivered appliances are determined to be defective within the warranty period, the Contractor shall repair or replace said appliances within five (5) working days of the notification by the DCHA, and at no cost to DCHA. If repairs are initiated on a defective appliance, and such repairs do not properly and fully allow the appliance to operate as designed, the appliance shall be replaced with a new one at no cost to the DCHA within the five (5) working days of notification by the DCHA.

Replacement parts must be made available to the DCHA for the five-year period after the expiration of the warranty period on each appliance purchased. Replacement parts may be new or reconditioned, and must be stocked within a 100-mile radius of the District of Columbia Metropolitan area to allow for immediate availability at a minimal transportation cost. Replacement parts must be delivered within three (3) days after an order is placed.

Refrigerators should be equipped with door handles built into the frames, convertible to left or right hinge opening, and with easily removable door gaskets. Also, heavier metal gauge ranges will receive preference over ones with a lighter gauge metal. The preference will be based on the DCHA's estimated higher labor costs for repair/replacement of items that lack these features.

The Contractor shall pass on price reductions to the DCHA. Contractor shall provide a unit price or volume discount rate for items that may not be listed on the DCHA schedule shall.

The Contractor is fully responsible for controlling its costs of performing this contract and for properly pricing each product line. No price increase will be permitted for any alleged miscalculations of discounts. Discounted prices shall include allowable costs related to the facilities, shipping and delivery costs, telephone services, etc. required for performance in accordance with the description of services, specifications and delivery schedule.

The DCHA reserves the right to re-bid products that have price increases.

B.1.2 Historical Purchasing

During FY18, DCHA purchased the following appliances in the quantities listed. However, these quantities are provided for informational purposes and in no way provide a guarantee for any purchases in the performance of an awarded contract.

** Represents Appliances that DCHA is unable to provide purchases for FY18.*

APPLIANCE DESCRIPTION	UNITS
Range, Electric, 20-inch, white	110 units
Range, Electric, 30-inch, ADA, white	182 units
Refrigerator, 17 CU FT, white	1330 units
Refrigerator, 17 CU FT, black	10
Dishwasher, ADA, black	1
Microwave, Hood black	4
Range, Electric, 24-inch, white	410 units
Range, Gas, 30-inch, white	430 units
Range, Gas, 30-inch, black	4
Refrigerator, 15.9 CU FT, white	240 units
Stackable, Washer & Dryer	4
Dishwasher, black, 34x24	4

B.2 QUALIFICATIONS- [RESERVED]

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 Monday, August 5, 2019 by 12:00 PM noon. Please copy all inquiries sent to the Contracting Officer to the Contract Specialist responsible for this RFP, LaShawn Mizzell-McLeod by email to LMMCLEOD@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- [RESERVED]

C.4 PRE-PROPOSAL CONFERENCE- [RESERVED]

C.5 SUBMISSION DATE

All proposals must be received by 12:00 PM on Thursday, August 22 , 2019.

Proposals shall be submitted in sealed packaging marked “**RFP 0032-2019 Appliance Fulfillment Delivery and Removal Services**” 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 twenty 20 pages, excluding the Price 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 four (4) 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 twenty (20) 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
 - Capacity
 - Past Performance
 - Return Policy
 - Experience with Appliance Removal
 - Product Warranty
- 4) Experience with HUD Section 3 & Section 3 Plan
- 5) Certifications and Affidavits

PART II: Price Proposal shall contain price proposals only:

- 1) Complete Exhibit 1

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

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

C.7.2 Letter of Interest

Provide Letter of Interest that includes summary of Company history and attributes; name and address of the Respondent; website and telephone number; email address of the point 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 Capacity

Provide details and documentation to demonstrate company's ability to pick-up appliances from multiple locations in the same day.

C.7.4 Past Performance

Provide evidence of past performance demonstrating this ability to three (3) day delivery services and next day delivery services. And, if so provide details of any requirements, constraints and cut off time.

C.7.5 Return Policy

Provide a detailed explanation of the company's return policy and is this consistent with all clients or does it vary by client?

C.7.6 Experience with Appliance Removal

Provide details of the company's experience with Appliance Removal Services. If none, detail if your company provides customizable service(s)? And if so, provide details of your company's experience with providing customizable services to clients. Include if the service will be new; detail willingness, means and approach your company will employ to pick-up and relocate appliances to the designated on-site storage location for scheduled pick-up or one-for-one pick-up process.

C.7.7 Product Warranty

Provide a detailed explanation of the warranties and terms available to customers.

C.7.8 Experience with HUD Section 3 and Section 3 Plan (Section not included in 20-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.11 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.7.9 Certifications/Attachments

(The following Certifications and Affidavits are mandatory proposal requirements. Respondents must complete and return the following certifications. The forms are not included in 20-page limitation.)

Attachments can be downloaded from Section G. Attach the following completed certification and affidavit forms:

Attachment A: HUD 5370 C 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: HUD 5369 C Representations, Certifications, and Other Statements of Bidders

Attachment H: Statements of Bidders Qualifications

Attachment I: Conflict of Interest Certification

Attachment J: Section 3 Action Plan

Attachment K: Section 3 Contractor Compliance Agreements

Attachment L: [RESERVED]

Attachment M: HUD 5369 B Instructions for Contracts Public and Indian Housing Programs

Attachment N-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 Price Proposal

The price is required to be proposed in a fixed price in terms of hourly costs for each type of participant, and travel costs. Compliance with Section 3 of the U.S. Housing Act as defined in 24 CFR Part 135 should be included.

Complete Exhibit 1- Price Proposal. The Cost Proposal shall be proposed as firm, fixed price per unit for Year 1 and Year 2. However, prices for refrigerators may be increased to cover the direct manufacturing costs of upgrades to meet Department of Energy Standards. Upgrades include one or more of the following items:

- 1) more energy efficient compressor;
- 2) more efficient cabinet insulation;
- 3) more energy efficient fan motor;
- 4) enhanced flow control device for refrigerant.
- 5) Prices may also increase to cover the manufacturing costs directly related to the replacement or reduction of CFCs in the refrigerant.

Contractor shall provide a unit price or volume discount rate for items that may not be listed on the DCHA schedule.

Price Proposals that are not submitted within the solicitation Exhibits or outside of the Exhibit format will not be accepted. Points assigned to Respondent in this category will be based on the unit price and will be compared in accordance with the total price provided. **The Respondent with the overall lowest price will receive the maximum points. All others proposals will receive a proportionately lower total score.**

C.8.1 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.8.2 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.8.3 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.8.4 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(s) 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 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(s) 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 two (2) years from the date of award, as deemed appropriate in the representation of DCHA and subject to the availability of funds.

D.2 TYPE OF CONTRACT

DCHA intends to award a Fixed Price contract for services as specified in the Scope of Services in accordance with the accepted Price Proposal. Contractor shall provide all specified services required by the DCHA.

D.3 TIME

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

D.4 INSURANCE

The successful Respondent, at its expense, shall obtain the minimum insurance coverage set forth below and keep such insurance in force throughout the contract period. **Respondents to this solicitation must have the capacity to obtain a Certificate of Insurance at the stated limits below, prior to and as a condition of contract award.** All insurance provided by Contractors in this section shall set forth DCHA as an additional insured (**as applicable**).

Contractor 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: Statutory 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>
<p>Employment Practices Liability: Per Occurrence: \$2,000,000 Aggregate: \$4,000,000</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 as allowable per coverage.

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), and 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 OPTION TO EXTEND THE TERM OF THE CONTRACT- [RESERVED]

D.7 METHOD OF COMPENSATION

Monthly Payment of Services:

Contractor shall invoice the DCHA for appliances as they are ordered and received. Back ordered appliances must be billed separately. Payment shall be net 30 days after the receipt and approval of invoices.

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: *Quantity of each type of appliance delivered, Date of delivery, Description of appliances by model number and type, Unit price for each appliance, Total shipment price and the*

appropriate account specified for the purchase order when the order was initially placed.

- 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 observed holiday, checks will be processed on the next business day.
- e. The Contractor shall invoice the DCHA for appliances as they are ordered and received. Each invoice must contain the quantity of each type of appliance delivered, date of delivery, description of appliances by model number and type, unit price for each appliance, total shipment price and the appropriate account specified for the purchase order when the order was initially placed. Back ordered appliances must be billed separately. Payment shall be net 30 days after the receipt and approval of invoices.

D.8 TASK ORDERS- [RESERVED]

D.9 CEILING PRICE-[RESERVED]

D.10 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.11 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 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.

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 non-compliance.

The contractor must include a signed copy of the Section 3 Contractor Compliance Agreement and a complete, compliant Section 3 Action Plan as part of its proposal to be considered for contract award. The required documents can be found in the solicitation’s attachments. The Section 3 Contractor Compliance Agreement should be

read in its entirety before completing the Section 3 action plan since it provides details about DCHA's Section 3 policy.

Please consult Hanna Koerner, Special Advisor in the DCHA Office of Resident Services at 202.535.1517 hkoerner@dchousing.org for additional information or assistance with the completion of your Section 3 Compliance Agreement and/or Section 3 Action Plan.

D.12 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 Proposal 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.12.1 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.12.2 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.12.3 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.12.4 That the Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction; and
- D.12.5 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.13 RESPONSIBLE CONTRACTORS

DCHA will only award contracts to responsible 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 Respondent's:

- 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.14 EMPLOYEE DISHONESTY INSURANCE

Upon contract award, Contractor 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 Contractor 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.15 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 Contractor 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.16 CONSENT TO SUBCONTRACT

The Respondent must obtain the written 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.17 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.18 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.19 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 six percent (6%) of the public housing units constructed will comply with Uniform Federal Accessibility Standards (“UFAS”). DCHA may require more than six percent (6%) in an applicable revitalization plan. In addition, all other units constructed must comply, as applicable, with the Fair Housing Act guidelines on accessibility. See 29 U.S.C. §794.

D.20 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.21 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.22 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.23 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.24 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" provision 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.25 DAVIS BACON REQUIREMENTS-[RESERVED]

D.26 MCNAMARA - O'HARA SERVICE CONTRACT ACT

Contractor 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.27 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.28 QUALIFIED BIDDERS LISTING (QBL)- [RESERVED]

SECTION E - EVALUATION FACTORS FOR AWARD

E.1 EVALUATION OF PROPOSALS

E.1.1 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.

E.1.2 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.

E.1.3 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 proposal conforms to the solicitation and is most advantageous to the DCHA (i.e., that which represents the best value to the DCHA), cost or price and other factors considered.

E.2.2 DCHA may award a contract to other than the lowest priced proposal. In the event that two (2) 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 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 Contractor.

E.3 EVALUATION AND SELECTION CRITERIA

Respondents are required to respond thoroughly to each of the following evaluation factors, with focus on providing answers that are both clear and concise. If any requirement listed cannot be met, full disclosure must be given, along with an explanation and proposed alternative, if appropriate.

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 187.5 points.**

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

E.3.1 TECHNICAL AND COST EVALUATION FACTORS MAXIMUM 180 POINTS

Criteria	Maximum Points
Capacity	30
Past Performance	25
Return Policy	25
Experience with Appliance Removal	25
Product Warranty	25
Section 3 1. <i>Hiring Section 3 Residents- 6 Points</i> 2. <i>Contracting to Section 3 Business Concerns- 6 Points</i> 3. <i>Other Economic Opportunities- 4 Points</i> 4. <i>Past Performance- 4 Points</i>	20
COST	
Price Proposal	30
Maximum Technical Points	180

E.3.2 BONUS POINTS

MAXIMUM 7.5 POINTS

BUSINESS ENTERPRISE DESIGNATION POINTS FOR SMALL MINORITY/WOMEN OWNED BUSINESS

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 Small, Minority or Women-Owned Business Enterprise (S/M/WBE).

The following definitions apply for the DCHA Business Enterprise Designation

“**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:

Small	= 2.5 points
Minority	= 2.5 points
Women-Owned	= 2.5 points

TOTAL MAXIMUM POINTS (to include Bonus)	187.5 POINTS
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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:

Advertise Date	Sunday, July 21, 2019
Issuance of RFP	Monday, July 22, 2019
Deadline for Submission of Inquiries/Questions	Monday, August 5, 2019
DCHA Responses to Inquiries	Friday, August 9, 2019
Submission of Proposals	Thursday, August 22, 2019
Evaluation Period	Week of September 9, 2019
DCHA Board Committee Review	September 2019
Presentation to DCHA Board of Commissioners for Contract Approval (if applicable)	September 2019
Contract Award	October 2019

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-](#) Price/Fee/Cost Proposal

G.2 APPENDICES

G.3 ATTACHMENTS

[Attachment A-](#) HUD 5370 C 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-](#) HUD 5369 C Representations, Certifications of Offerors (Non-Construction)

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

[Attachment I-](#) Conflict of Interest Certification

[Attachment J-](#) DCHA Section 3 Action Plan

[Attachment K-](#) DCHA Section 3 Contractor Compliance Agreement

Attachment L- RESERVED

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

[Attachment N-](#) Wage Determination