# DISTRICT OF COLUMBIA HOUSING AUTHORITY CONTRACTS AND PROCUREMENT



## LETTER SOLICITATION NO.

0017-2020

ISSUE DATE: March 12, 2020 CLOSING DATE: March 24, 2020

### CAPTION: SIGN LANGUAGE INTERPRETER SERVICES

Dear Prospective Offeror:

The District of Columbia Housing Authority (DCHA) issues this written Letter Solicitation on behalf of its ADA/504 Office (ADA) to solicit Sign Language Interpreter Services in accordance with the Simplified Acquisition Methods for less than \$150,000 detailed in the DCHA Procurement Policy, applicable Federal standards, United States Department of Housing and Urban Development (HUD) regulations, and local laws. For any contract that involves District funds, DCHA shall comply with the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code §§ 2-351.01 et seq.)(2011 Repl.) as detailed within this solicitation.

### INTRODUCTION

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

### OVERVIEW

DCHA requires Sign Language Interpreter Services to support ADA Office with interpreting services. DCHA invites licensed, qualified, and interested Offerors to submit a proposal in response to this solicitation.

### BACKGROUND

In anticipation of continued growth and increasing demand for interpreting services DCHA is looking for innovative solutions to provide basic sign language, oral, tactile, close-vision, certified deaf interpreting, cued speech, and CART interpreting for DCHA employees as well as the general public. The interpreting assignments will cover a broad range of technical subjects including but not limited to public housing material, information technology, and general professional workplace discussions. DCHA will order services on an as needed

basis to include after hours on weekdays, weekends, Federal holidays, DC holidays, and agency shutdowns.

### QUALIFICATIONS

Minimum Qualifications for Offerors are as follows:

Minimum of 5 qualified interpreters preferably with three years' experience in public housing or government interpreting;

Minimum of 2 CART reporters; certified CART Provider (CCP); can be substituted with 5+ years of experience;

On demand access to Video Remote Interpreters (VRI);

Minimum pool of 10 freelance interpreters accessible nationwide;

Three years minimum American Sign Language (ASL) Interpreter experience

### SCOPE OF SERVICES

- A. Provide accurate and professional sign language interpreting services for DCHA employees, and the general public.
- B. Arrive at scheduled assignments at least 15 minutes prior to the start of the assignment, consistent with general interpreting standards.
- C. Provide basic sign language, oral, tactile, close-vision, certified deaf interpreting, cued speech, and CART interpreting.
- D. Provide services in a wide variety of employment settings, including (but not limited to) those that require specialized, technical, legal, scientific, medical, library, and information technology vocabulary, job interviews, performance evaluation discussions, staff and technical meetings, panel reviews, conferences, and ceremonies.
- E. Provide services on weekdays, weekends, Federal holidays, DC holidays, and agency shutdowns, in accordance with demand on an as needed basis as follows:
  - ~ **Basic Interpreting** Services Monday-Friday 8:00 AM 5:00 PM (local time) ASL, oral, tactile, close-vision, deaf interpreting, and cued speech, etc.
  - ~ CART Reporting Monday-Friday 8:00 AM 5:00 PM (local time) Computer Access Real-time Translation
  - On-Call After Normal Business Hours and Weekdays as needed For employees' work-related meetings/events; national conferences and other high-visibility events open to the general public

- On-Call weekends, holidays, DCHA closures as needed For employees' work-related meetings/events; national conferences and other highvisibility events open to the general public
- F. Maintain capacity to respond to provide interpreting services within two (2) days of DCHA requests for services.
- G. Provide a Report for each service to include overview of the service provided and length of appointment.
- H. Provide high standard of customer service and integrity. All staff must be professional, conscientious, neat, and courteous and provide prompt and efficient services.
- I. Accept and respond to DCHA feedback on interpreter services to include placement of Interpreter on DCHA Do Not Send List.
- J. Maintain ethical business practices and pursue continuing education and professional development.

### Interpreter Standards

Interpreters shall maintain the following requirements to provide services throughout the term of an awarded contract. Contractor shall:

- A. Meet all the certification requirements recognized by the National Registry of Interpreters for the Deaf (RID) and the National Association for the Deaf (NAD) for levels 4 or 5 only. Reference: <u>http://www.rid.org/rid-certificationoverview</u>; and any other certification required to perform other language specialties, i.e. TECUnit <u>www.tecunit.org</u>;
- B. Maintain fluency in sign language on the entire sign language continuum to effectively facilitate communication between Deaf & Hard of Hearing (D/HH) employees and hearing employees;
- C. Perform a least one of the following and meet the corresponding national certification for each specialization, if any: (1) interpret voice to sign, (2) interpret sign to voice, (3) oral transliteration, (4) tactile, (5) close-vision, and (6) cued speech; and certified deaf interpreting
- D. Accurately interpret in a wide variety of employment settings, including (but not limited to) those that require specialized, technical, legal, scientific, medical, library, and information technology vocabulary, job interviews, performance evaluation discussions, staff and technical meetings, panel reviews, conferences, and ceremonies. Familiarity with DCHA vernaculars.
- E. Keep pace with multiple communications in conferences, meetings, seminars, training classes, etc.

- F. Negotiate with speakers to mediate pace of communication as necessary and appropriate; or voice interpret when a D/HH person(s) speech is not easily understood;
- G. Extrapolate, emphasize, and summarize information within context when dealing with complicated concepts, idioms, etc.
- H. Maintain working knowledge of and adhere to the tenets of the RID and NAD Code of Professional Conduct <u>http://www.rid.org/UserFiles/File/NAD\_RID\_ETHICS.pdf</u>, which include:
  - Standards of confidential communication;
  - Skills and knowledge required for the specific interpreting situation;
  - Respect for consumers, colleagues, interns, and students of the profession;
  - Maintain ethical business practices and pursue continuing education and professional development.
- Establish and maintain knowledge of the diverse cultures within the DCHA D/HH community to effectively work as an interpreter; able to prepare for each interpreting assignment including the knowledge needed to assist in setting up an environment that is conducive to meeting the communication needs of both the hearing and deaf consumer; knowledge of commonly used public housing terminology and acronyms;
- J. Effectively assess the language needs of the deaf consumer; in certain circumstances color appropriate attire may be necessary. This is the responsibility of the contractor;
- K. Apply the necessary analytical skills to determine which communication modes the Deaf consumer is utilizing.

### CART Reporters Standards

CART Reporters shall provide the call-in information on a case by case basis; provide a link to a streaming site where the real-time captioning can be viewed.

The CART writers must be equipped with microphones so they will be able to voice what a Deaf consumer types; however, many consumers use their own voice.

CART reporters must maintain the following requirements to provide services throughout the term of an awarded contract. Contractor shall

A. Demonstrate the knowledge, skills and abilities in the Core Competency areas defined by the National Court Reporters Foundation.

- B. Provide small venue CART services to be used by D/HH staff, customers and visitors; report various medical, scientific and technical terms proficiently;
- C. Furnish all D/HH consumers with a draft digital version of the CART transcription upon completion of the assignment if requested. No extra charges for this digital version will be incurred;
- D. Provide real time translation and an unedited version of the transcript to the consumer upon request.
- E. Shall provide a qualified interpreter upon receiving timely job requests (at least 1 business day advance notification) for services from designated DCHA Representatives.
- F. Make a good faith effort to attempt to provide interpreters where same day notice is provided.
- G. Scheduled interpreters shall arrive at least 15 minutes prior to the start of the assignment, concurrent with general interpreting standards. Contractors should allow for time to be processed through security.
- H. Contact sign language interpreters whom the Contractor sends must have a cell phone that will allow them to get text messages for quick communication of last minute changes.
- I. Provide a pool of interpreters as described in Staffing Requirements who are consistently sent to DCHA in order to facilitate a familiarity with the employees and subject matters.
- J. Provide sign language interpreting support services in the ways set forth below.

### Scheduler

Shall have in place a formal scheduling process. DCHA will notify the contractor of assignment via written technical direction (on-line request or email) and the contractor shall confirm receipt of the request in writing (on-line request or email) within 1 hour.

Shall have in place an off-site scheduler to handle phone calls and emails and instant message communications 24 hours a day, 7 days per week. One designated office contact familiar with interpreting must be assigned to this contract so there is always one person who is aware of DCHA's requirements.

### **On-Site Services**

Shall provide Sign Language Interpreting services to all employees and the general public that are associated with DCHA's programs or events. It is a

policy of DCHA that interpreting services will be provided for sponsored conferences, training, classes, meetings, interviews, and workshops sponsored by DCHA, upon request. It is the responsibility of the event organizer to announce upcoming events; inquire about specific needs for D/HH participants; and to inform the ADA/504/Language Access Program of those specific requests for services, as far in advance as possible.

### **Off-Site Services**

Shall provide an interpreter for an employee who is D/HH who, as part of his/her job, attends a meeting or event outside the workplace. If s/he attends a conference or training program sponsored by an outside organization, the sponsoring organization is principally responsible for providing interpreters. If, however, the outside organization fails to do so, DCHA will provide interpreting services.

### DCHA Closures

Services must be available to DCHA 24 hours/day, seven days/week, 365 days/year. Contractor shall provide a dedicated emergency phone number that is answered by a live person. Off-hour emergency requests must be filled immediately and a qualified interpreter is expected to arrive on site ready to work within 60 minutes of the call.

### Program/Contract Management

The work under this order will be monitored by Designated Representatives in the DCHA ADA/504/ Office, who will make job requests, orient interpreters, and monitor performance.

### Deliverables

A. Quarterly Community-building Partnership Initiative

Partner with DCHA on mutually beneficial initiatives, including:

- Community-building activities that facilitate better communication between the D/HH communities and remove barriers and stigmas, such as co-hosting or participating in mini workshops for those interested in learning/practicing basic sign language, story-telling events, or town hall meetings to discuss topics of interest, and outreach events that help raise awareness and support diversity and inclusion.
- Exploring innovate solutions that help streamline services, offer new alternatives to traditional services, and control costs without compromising services.
- Upon request, surveying consumers to collect and provide feedback using a variety of media platforms.

### Reports

Contractor shall provide the following comprehensive reports to DCHA throughout the term of the awarded contract:

- Detailed monthly billing statement with Description of Service, Location, Hours of Interpreting and amount
- YTD and MTD comparative data and trend analysis with charts

### Meetings upon Request

Contractor shall attend progress meetings upon request to review services

### ORDERING PROCEDURES

DCHA Representatives shall request items and quotes for orders on an as needed basis.

Designated Contract Representative will review and approval orders prior to service.

Designated Contract Representatives will be provided upon contract award.

Performance shall be made only after receipt of purchase orders issued in accordance with the Scope of Work.

Contractor shall fulfill orders placed by DCHA authorized representatives only.

DCHA Representative shall approve all orders prior to Contractor service fulfillment.

### CONTRACTORS' PERFORMANCE

Contractors must contact the Designated DCHA Contract Representatives upon arrival to acknowledge arrival and confirm assignment deliverables.

### DCHA Authority

DCHA reserves the right to modify any performance standards and/or metrics to ensure that the appropriate outcomes are being assessed and that the performance standards are appropriate. Changes will be accomplished via a bilateral contract modification.

### SECTION 3 REQUIREMENTS

All contractors shall comply with the Section 3 program, as defined in the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3), amended by the Housing and Community Development Act of 1992 (1992 Act commonly known as and herein after as the Section 3 Program). Section 3 compliance requires all contractors performing work on behalf of DCHA or any of

its subsidiaries to ensure that training, employment, contracting and other economic opportunities generated by the federal financial assistance shall, to the greatest extent feasible, be directed toward low-income and very-low-income persons, particularly those who are recipients of government assistance for housing.

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 <u>hkoerner@dchousing.org</u> for additional information or assistance with the completion of your Section 3 Compliance Agreement and/or Section 3 Action Plan.

### TERM OF CONTRACT

The term of the awarded contract shall be four (4) years from the date of contract execution, as deemed appropriate in the representation of DCHA; based upon the availability of funds.

### TYPE OF CONTRACT

DCHA intends to award a fixed price contract for services as outlined in the Scope of Services. The Offeror shall provide all specified items and services required by DCHA.

### OPTION TO EXTEND THE TERM OF THE CONTRACT

1. Option Period

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

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/Consultant before the expiration of the contract. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.
- b. The hourly rate for the option period and any subsequent extensions shall be specified in the contract.
- c. If DCHA exercises the option to extend the contract, such contract shall be modified and executed by DCHA and Contractor/Consultant. 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 five (5) years.

### MANNER OF AWARD

DCHA may award a contract upon the basis of the initial proposal received, without discussion. Therefore, each initial proposal should contain the Offerors best and final terms from a cost and technical standpoint. Proposals shall represent the best efforts of the Offerors and will be evaluated as such. Proposal should set forth full, accurate, and complete information as required by this Letter of Solicitation.

### INSURANCE

The successful Offeror, 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 and as a loss payee as allowable per coverage (as applicable).

Contractor/Consultant shall carry and pay for:

MINIMUM INSURANCE REQUIREMENTS
BASIC COVERAGE
Commercial General Liability (GL):
Per Occurrence: \$1,000,000
Aggregate: \$2,000,000
Products and Completed Operations:\$2,000,000
Personal/Advertising Injury: \$2,000,000
Automobile Liability: \$1,000,000 per occurrence

Workers' Compensation:
Statutory Limits
Employer's Liability:
This coverage is not available to employees if Worker's
Compensation applies (see 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
Umbrella or Excess Liability {Required for Coverages below \$1M
Occcurance and \$2M Aggregate}
\$5,000,000
Professional Liability (Errors and Omissions)
Professional Consultant Services with \$1M Per Occurrence and
\$2M Aggregate for General Liability and Employment Practices.
Per Occurrence: \$1,000,000
Aggregate: \$2,000,000

With respect to the policies described above, these policies must:

- Be in place before the execution of any contract awarded, as inforce insurance is a condition precedent;
- (b) Contractor/Consultant shall provide DCHA annual Certificate of Insurance as evidence of the limits of coverage described above;
- (c) In the event the Contractor's insurance expires during the execution of or term of the contract, Contractor must provide DCHA with renewal certificates 30 days prior to the expiration date of the expiring coverage;
- Insurance contracts shall require the insurance company to notify DCHA in the event of a substantial change in coverage during the policy term;
- (e) Be insured by A.M. Best Companies with a rating of A-VIII or higher; companies authorized to do business and in good standing in the District of Columbia, on such companies and on such conditions, and with such beneficial interest appearing thereon as shall be acceptable to the DCHA.

In the event a claim arises under the contract, the Contractor/Consultant will promptly notify the DCHA Contracting Officer's Technical Assistance Representative (COTR) and the DCHA Office of Risk Management (ORM) at 202-535-1800 or by email to <u>ORM@dchousing.org</u>. In addition, the Contractor/Consultant will investigate and furnish the DCHA COTR and ORM with reports of all accidents, claims and potential claims for damage or injury and will cooperate with its insurers and those of DCHA.

### INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless HUD, 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/Consultant, its agents, and employees of any provision of this contract, or any negligent or bad faith act(s) or omission (s) or the negligent performance of this contract by the Contractor/Consultant, its agents, employees or any other person or entity for which the Contractor may be responsible. Any provisions or limits of insurance set forth in this contract shall not limit the Respondent's liability. At its own expense, the Respondent shall obtain the necessary insurance coverage acceptable to 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.

### EMPLOYEE DISHONESTY INSURANCE

Upon contract award, Respondent shall provide evidence of employee dishonesty insurance for an amount not less than \$250,000, obtained at its own expense, for the purpose of protecting DCHA against dishonest acts of the Contractor/Consultants 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.

### TASK ORDERS- [RESERVED]

### PAYMENT/INVOICES

The Contractor must submit invoices to DCHA at following addresses after services have been provided on a monthly basis.

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

Submission of Payment Requests

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

District of Columbia Housing Authority

Attn: Office of Financial Management

1133 North Capitol Street, NE, Suite 329

Washington, D.C. 20002-7599

Invoices may be emailed to: <u>DCHApayments@dchousing.org</u>

- 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
    - Attached signed quote/work order for services
- c. Failure to provide all documentation as outlined in item "b" above may delay payment of invoices.
- d. DCHA's Accounts Payable Division processes checks for payment every Thursday; except for when that date falls on a legal holiday. In the event the processing day falls on a legal holiday, checks will be processed on the next business day.

### PROPOSAL FORMAT

Proposals shall be submitted in two parts: Technical and Cost. **Please note the proposal shall not exceed twenty (20) pages excluding the Cost Proposal, supporting materials, and exhibits.** Offerors shall submit one (1) original and four (4) copies of both the technical and price proposals, prepared in such format and in such detail as to enable DCHA to make a thorough evaluation thereof and to arrive at a sound determination as to whether or not the offer Offeror can meet the requirements set forth in this solicitation.

All proposals submitted for consideration will be reviewed by the DCHA, with the Offeror 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.

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 formalities or minor irregularities, if it serves DCHA's best interests in doing so.

The technical proposal shall not contain any cost information.

# At a minimum, Proposals shall be organized as follows with the content below:

### PART I: Technical Proposal

1. Table of Contents

### 2. Letter of Interest

Provide an executive summary/introduction to include: profile regarding the history and attributes of the Offeror, name of entity, address, website and telephone number; name of contact individual, telephone number, email address, and a brief description of the understanding of the Scope of Work and entities ability to perform work.

### 3. Fluency in America Sign Language

Provide documented evidence/detailed overview of experience and fluency in American Sign Language to include

- ~ Fluency in sign language on the entire sign language continuum
- ~ Capacity to perform the following and meet the corresponding national certification for each of the following specializations:
  - (1) interpret voice to sign;
  - (2) interpret sign to voice;
  - (3) oral transliteration;
  - (4) tactile;
  - (5) close-vision, and
  - (6) cued speech; and certified deaf interpreting.

### 4. Working Knowledge of and adherence to RID and NAD Code of Professional Conduct

Provide detailed narrative of Past Performance on three (3) assignments that are most similar to DCHA's Scope to include:

- ~ Overview of Translation Services
- ~ Requirement and Compliance with Standards of confidential communication;
- ~ Customer service;
- ~ Code of Ethics practices; and
- ~ Reporting Requirements

### 5. Response Time

Provide detailed breakdown of Offerors Response Time for Services by type of service, notification and response time to include emergency and same day service. Do not include price.

### 6. Staffing

Provide an Organization Chart that depicts the company structure. Identify Key Project Staff that will provide services if awarded a DCHA contract. Include resumes that detail experience, education and professional certifications and licenses.

### 7. Details of CART Reporter Application for Reporters

Provide details of web application to be used (such as Streamtext). The application must have a chat feature included, which allows the client to communicate with the Captioner real-time. No special software shall be required in order to use the service.

### 8. List & Documentation of Licenses, Certifications, Affiliations

Provide a copy of business License or registration to provide services in the District of Columbia. Include copies of entity Trade Affiliations and Licenses as evidence of entity's ability to complete the Scope of Services.

#### 9. References

Not less than three (3) recent professional references from clients, which the Respondent has performed similar work as, described in the Scope of Services within the past five (5) years. Include name and address of the project; name, email and telephone number of the point of contact; a description of the work performed, dates of service, contract value and status (active or closed).

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

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

(Section not included in 20-page limitation.)

Respondents should submit narrative information about its policies, plans, activities and accomplishments in creating a diverse workforce, both in its legal and administrative support staffs. The narrative should also indicate any experience utilizing Minority and Women-owned business enterprises and to what extent minorities and women are included in the team that will advise DCHA.

Describe the diversity profile of the Company's shareholders or partners, of counsel and associates. Please include a description of how women and minorities hold positions of leadership in the Respondent's Company, including any history of such participation.

### 11. 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 as part of its proposal to be considered for contract award. Review Section 3 requirements of this Solicitation and complete Attachment J and Attachment K to submit a signed copy of the Section 3 Contractor Compliance Agreement and Section 3 Action Plan.

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.

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

### 12. Certifications & Affidavits

# The following Certifications and Affidavits are mandatory proposal requirements. Offers are to Complete and Return the following certification forms:

Attachment A- HUD 5370 C General Conditions for Non-Construction Contracts Section I <u>Attachment B-</u> Tax Certification Affidavit <u>Attachment C-</u> Non-Collusive Affidavit Attachment D-<br/>Attachment E-Certificate of EligibilityAttachment E-<br/>Attachment F-Contract Compliance RequirementsAttachment F-<br/>Attachment G-Payments to Subcontractors and Suppliers CertificateAttachment G-<br/>Attachment H-<br/>Statements of Bidders QualificationsOfferors<br/>(Non-Construction)Attachment I-<br/>Attachment J-<br/>DCHA Section 3 Action PlanDCHA Section 3 Contractor Compliance AgreementAttachment L-<br/>RESERVEDRESERVEDAttachment M-<br/>HUD 5369 B Instructions to Offerors Non-ConstructionAttachment M-<br/>HUD 5369 B Instructions to Offerors Non-Construction

### <u>Proposals submitted with incomplete or missing certifications may</u> be determined unresponsive and removed from consideration.

### PART II: Price Proposal

### 13. Price Proposal- Exhibit 1

Complete Pricing Exhibit 1. Detail hourly rates for ASL interpreter and Real Time Transcriber/CART. Rates shall be provided for Normal Business Hours and Other than Normal Business Hours with Two Business Day Notification and Emergency One Day or Less Notification.

The Price Proposal shall include a breakdown showing a fully burdened hourly rate (inclusive of direct salary rates; overhead rates; general and administrative rates, if any; and profit or fee) for each personnel classification by nature of the work required to complete the Scope of Services included within this Letter of Solicitation.

Offerors shall certify that the Cost Proposal and proposed hourly rates offered are the lowest discounted (government) rate offered to similar clients.

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

### **EVALUATION & SELECTION CRITERIA**

Proposals will be evaluated with points assigned as detailed in this section to determine the extent to which the Offerors capabilities and approach meet the needs of the DCHA. Offerors shall 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.

The evaluation factors will be used in determining the competitive range, with a total possible score of **134.5** points.

The following point value will be used for evaluation purposes with the points shown being the maximum number that can be awarded for each criterion.

### TECHNICAL AND COST

CRITERIA	MAXIMUM POINTS
Fluency in America Sign Language	
Documented evidence/detailed overview of experience and fluency in American Sign Language.	
The above selection criteria will be evaluated based on evidence of the following:	
<ol> <li>Details of experience and fluency in ASL based upon the full sign language continuum- 15 Points;</li> <li>Capacity to perform and meet the corresponding national certification for each of the following specializations- 2 Points for each of the following up to 12 Points:         <ul> <li>a. interpret voice to sign;</li> <li>b. interpret sign to voice;</li> <li>c. oral transliteration;</li> <li>d. tactile;</li> <li>e. close-vision, and</li> <li>f. cued speech; and certified deaf interpreting.</li> </ul> </li> </ol>	27

Working Knowledge of and adhere to RID and NAD Code of Professional Conduct		
The above selection criteria will be evaluated based on evidence of the following:	15	
<ol> <li>Knowledge and Compliance with Confidentiality- 5 Points;</li> <li>Past Performance Similar to DCHA- 5 Points</li> <li>Customer Services &amp; Code of Ethics- 2.5 Points</li> <li>Reporting- 2.5 Points</li> </ol>		
Response Time		
Offerors Response Time for Services by type of service, notification and response time to include Two Business Days or Greater, One Business Day and Emergency and same day service. Do not include price.	15	
The above selection criteria will be evaluated based on evidence of the following:		
<ol> <li>Scheduling Flexibility- 5 Points;</li> <li>Response Time- 10 Points</li> </ol>		
Staffing		
An Organization Chart that depicts the company structure. Identify Key Project Staff that will provide services if awarded a DCHA contract. Include resumes that detail experience, education and professional certifications and licenses.	10	
The above selection criteria will be evaluated based on evidence of the following:		
<ol> <li>Organization Chart- 2 Points;</li> <li>Staff Capacity to meet DCHA Scope- 8 Points</li> </ol>		
Details of CART Reporter Application for Reporters		
Details of web application to be used (such as Streamtext). The application must have a chat feature included, which allows the client to communicate with the Captioner real-time. No special software shall be required in order to use the service.	10	
The above selection criteria will be evaluated based on evidence of the following:		
<ol> <li>Web Application- 5 Points;</li> <li>Capacity to meet DCHA Scope- 5 Points</li> </ol>		

<ul> <li>Section 3</li> <li>1. Hiring Section 3 Residents- 6 Points</li> <li>2. Contracting to Section 3 Business Concerns- 6 Points</li> <li>3. Other Economic Opportunities- 4 Points</li> <li>4. Past Performance- 4 Points</li> </ul>	20
COST         Proposed fee and breakdown         Complete Pricing Exhibit 1. Detail hourly rates for ASL interpreter and Real Time Transcriber/CART. Rates shall be provided for Normal Business Hours and Other than Normal Business Hours with Two Business Day Notification and Emergency One Business Day or Less Notification.         The above selection criteria will be evaluated based on reasonableness with the lowest price proposal receiving maximum points and all other Price Proposals a proportionately lower total score.	
TOTAL MAXIMUM POINTS TECHNICAL & COST	127

### BONUS POINTS

### Business Enterprise Designation Points for Small, Minority and Woman-Owned Business (Maximum 7.5 Bonus Points)

DCHA will add additional points for Small, Minority and Women-Owned Business Enterprise Designations after the technical evaluations have been completed and the competitive range has been established by the Procurement Officer.

Upon the determination of the competitive range, each Offeror who has been deemed technically qualified and is within the competitive range can receive additional points if the Offeror is determined to be a Small, Minority or Woman-Owned Business Enterprise (S/M/WBE).

The following definitions apply for the DCHA Business Enterprise Designation Points:

"Small" means a firm with 500 employees or less

"Minority" means 51% ownership; and

"Woman-Owned" means 51% ownership.

The points shall be awarded to the Offeror based on a review of the Offeror, either party of a joint-venture, or a Offeror's subcontractors.

The points will be awarded in the following manner:

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

A maximum of 7.5 points can be added to the score of a technically qualified Offeror who is in the competitive range.

### TOTAL MAXIMUM POINTS (to include Bonus Points) 134.5

Each response will be ranked using the above criteria based upon the information presented in the statements, the references provided by the Contractor, DCHA's knowledge from prior engagements, if applicable, independent background checks and other factual information available to the DCHA. Contractors are advised to provide sufficient information and references to demonstrate their approach, experience and capabilities.

### RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

DCHA will make an award to the responsible Offeror, 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. The proposed cost must be considered reasonable and must reflect the proposed technical approach.

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

DCHA may make multiple awards to ensure availability of a wide range of products or services.

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.

### PROTEST

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations. It is the policy of DCHA to encourage the informal resolution of contractual issues. Initially, the Contracting Officer will respond to contract award determinations informally, with a request for a solicitation debrief. DCHA will respond within five (5) calendar days.

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 Protester, as defined below, in all instances, must pursue a remedy through the established administrative procedures of DCHA prior to pursuing a 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 as applicable.

**Executive Director.** The Executive Director of 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 and has received an unfavorable decision concerning the results thereof; and has a valid basis to challenge the award decision, or any Respondent who files a complaint based on the content of the solicitation, 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.
- 7. 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

### INQUIRIES/QUESTIONS

Inquiries or questions concerning this solicitation **shall be submitted in writing to the Issuing Office no later than 11:00 a.m.**, **Monday, March 16, 2020**. Inquiries/questions shall be emailed to LaShawn Mizzell-McLeod <u>LMMCLEOD@dchouisng.org</u> with copy to <u>business@dchousing.org</u>.

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

### **PROPOSAL SUBMISSION**

Respond as outlined and submit ONE (1) original and FOUR (4) copies of the Proposal, typed and prepared on standard 8.5 x 11 letter size paper with material printed on one side only. All Proposals in response to this Letter of Solicitation must be RECEIVED no later than 11:00 a.m., Tuesday, March 24, 2020 at the address listed below.

District of Columbia Housing Authority

Office of Administrative Services- Contracts and Procurement

1133 North Capitol Street, NE, Suite 300

Washington, D.C. 20002-7599

Attn: Cheryl Moore, Contracting Officer

Letter Solicitation Number: 0017-2020

"Sign Language Interpreter Services"

DCHA will not accept electronic submission of proposals in response to this solicitation.

PROPOSALS RECEIVED AFTER THE DEADLINE MAY NOT BE CONSIDERED.

Sincerely,

kergl alove

Cheryl Moore Contracting Officer