DISTRICT OF COLUMBIA HOUSING AUTHORITY CONTRACTS AND PROCUREMENT



LETTER SOLICITATION NO.

0024-2020

ISSUE DATE: July 28, 2020 CLOSING DATE: August 14, 2020

CAPTION: Fire Extinguisher Inspection, Maintenance and Replacement Services

Dear Prospective Offeror:

The District of Columbia Housing Authority (DCHA) issues this written Letter Solicitation on behalf of its Property Management Operations (PMO) to solicit Fire Extinguishers Inspection, Maintenance and Replacement 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 Fire Extinguishers Inspection, Maintenance and Replacement Services to support PMO with Fire Extinguisher safety and compliance. DCHA invites licensed, qualified, and interested Offerors to submit a proposal in response to this solicitation to provide.

BACKGROUND

The District of Columbia Housing Authority ("DCHA") seeks price quotes from qualified contractors to provide fire extinguisher maintenance and service in support at any of the properties within the Property Management Operations division on an as needed basis on the services outlined in the Scope of Work (SOW) routinely during the during the agency's routine business.

QUALIFICATIONS

Must be a member of NAFED (National Association of Fire Equipment Distributors) and hold all certifications and licenses that apply. Must have three (3) years prior experience in Fire Extinguisher maintenance and inspection.

SCOPE OF SERVICES

The Contractor and its employees shall obtain and maintain all applicable permits, licenses, authorizations and/or certificates as required by Federal, State, local laws and regulations prior to providing services at any DCHA site or facility. A copy of these documents shall be provided to the Contracting Officer upon request. The Contractor shall perform tasks to ensure all Fire Extinguishers comply with all applicable standards, regulations, and codes required by National Fire Protection Agency (NFPA), Federal, State, OSHA and local authorities.

The DCHA Contracting Officers Technical Representative (COTR) shall notify the Contractor in writing of facilities and equipment that require that require service on an as needed basis. Contractor shall provide DCHA Fire Extinguisher Inspection and Maintenance Services as detailed herein.

A. Annual Fire Extinguisher Inspection and Maintenance

The Contractor shall perform tasks that include, but are not limited to, the following:

- 1. Check that unit is properly hung with the proper manufacturer's hanger.
- 2. Remove the extinguisher from its hanger.
- 3. Check the gauge pressure.
- 4. Check the condition of the gauge and its compatibility with the extinguisher.
- 5. Check the weight of the extinguisher.
- 6. Check that the last hydro-test test date is within code requirements and if not, perform hydro-static testing.
- 7. Check the last 6-year maintenance inspection for compliance, if applicable.
- 8. Check the last 12-year maintenance inspection for compliance, if applicable.
- 9. Check the valve and shell for damage or corrosion.
- 10. Remove the hose and inspect it for cracks or splits.
- 11. Check the hose threads for signs of wear.

- 12. Perform conductivity test on hose, per NFPA 10
- 13. Check the condition of the discharge horn.
- 14. Check for obstructions that interfere with accessibility of the extinguisher.
- 15. Break the extinguisher seal and remove the locking pin.
- 16. Check the upper and lower handles.
- 17. Replace safety disk, if necessary.
- 18. Verification of service collar, replace if necessary.
- 19. Replace O-ring, if necessary.
- 20. Replace the locking pin and reseal the extinguisher.
- 21. Check the valve opening for powder or any foreign matter.
- 22. Refill extinguishers, if needed.
- 23. Empty & recharge all stored pressure-loaded stream fire extinguishers.
- 24. For dry extinguishers, fluff the powder by turning the unit.
- 25. Clean the extinguisher shell with spray cleaner.
- 26. Return the hose to its proper position.
- 27. Check the condition of the hose/horn retention band at the side of the extinguisher.
- 28. Check that the unit's classification is properly identified with the appropriate decal.
- 29. Check that the operating instructions are clean and legible.
- 30. Tag the extinguisher properly.
- 31. Survey the hazard area to verify that the unit classification corresponds with the hazard.
- 32. Check that the unit is properly located within the normal path of travel, at a conspicuous height.
- 33. Check that the unit is visible and unobstructed.
- 34. Insure HMIS label is in place and legible.
- 35. Replace the extinguisher on its hanger.
- 36. Compile a detailed report of the inspection and provide a legible written copy to the Program Manager.

B. Inspection and Tagging Services

DCHA Property/warehouse staff SHALL gather all of the site fire extinguishers and assemble them in a central location prior to the arrival of the inspector. A representative from the property/warehouse will work with contractor while he/she is on site.

DCHA will stock fire extinguishers at the DCHA Warehouse located at 675 Taylor Street, N.E.

Contractor return repaired and furnish replacement fire extinguishers to the DCHA Warehouse or DCHA location designated by the COTR.

Contractor shall utilize a certified inspector to thoroughly examine and inspect each fire extinguisher to give maximum assurance that fire extinguishers operate effectively and safely. Inspection shall include and confirm the following:

- 1. Fire extinguishers are determined to be operational and safe will be tagged, dated and signed by a certified inspector.
- 2. Fire extinguishers that require charging, shall be recharged at the 675 Taylor St location.
- 3. Fire extinguishers that require repair, shall be serviced by the contractor at the Contractor's location, properly tagged and returned to the warehouse within 72 hours (3 days).
- 4. Fire extinguishers that cannot be recharged or repaired will be replaced with a new NFPA recognized dry chemical, type A/B/C fire extinguisher that is properly tagged and delivered to the warehouse within 96 hours (4 days).
- 5. The bad fire extinguishers **SHALL** be marked and separated from the good extinguishers by the contractor. The contractor **SHALL** be responsible for disposal of bad fire extinguishers.

C. Service Schedule

Contractor shall inspect/service Fire extinguishers throughout the year based upon the Service Schedules identified in Appendix I.

Contractor **SHALL** provide inspection and tagging services for DCHA owned extinguishers on an as needed basis.

In addition to the Service Schedule in Appendix I, DCHA will schedule Service Requests on an as needed basis.

- 1. DCHA COTR will initiate and schedule services at the Warehouse on an as needed basis.
- 2. Service calls will be initiated when the warehouse has at least twenty-five (25) extinguishers that need recharging.

D. Annual Service Inspections

Contractor must be complete work within thirty (30) days of agreed upon start date and proceed at a pace to inspect all extinguishers prior to the annual service life expiration.

The following are scheduled targeted time frames projected for the DCHA annual services:

- 1. Service Schedule I Annual service scheduled for November and December (See Appendix I. Service Schedules);
- 2. Service Schedule II Annual services are scheduled for January and February (See Appendix I. Service Schedules); and
- 3. Service Schedule III Annual service scheduled for July (See Appendix I. Service Schedules).

DCHA reserves the right to revise the schedule(s) at its sole discretion.

E. Repairs

- 1. Repairs shall be performed on a time and materials basis.
- The Contractor shall stock and maintain an ample supply of replacement parts for normal maintenance and repair of all DCHA Fire Extinguishers.
- 3. All parts shall be new and genuine products of the original manufacturer(s) of the various types of Extinguishers.
- 4. If during inspection or hydrostatic-testing it is determined that repairs are needed, the cost of replacement parts may be added to the invoice.
- 5. The invoice shall include unit pricing and an itemized list of all replacement parts used.
- 6. The cost for installation of replacement parts shall be charged on an hourly basis.
- 7. A maximum 10% mark-up on the cost of materials will be allowed.

F. Emergency Service

Contractor shall respond to all emergency calls within one hour.

G. Estimated Number of Fire Extinguishers

DCHA estimates the following inventory of Fire Extinguishers.

| | Item | Range |
|---------|--------------------|---------------------|
| Group A | Fire Extinguishers | Approximately 500 |
| Group B | Fire Extinguishers | Approximately 4,000 |

DCHA reserves the right to add or delete facilities and equipment that will require Testing, Inspection, Tagging, Maintenance and Repair Services.

H. Locations

Fire extinguishers shall be inspected and filled/serviced at the designated DCHA property locations.

The COTR shall schedule and coordinate all services at the sties.

The facilities listed below are current sites that require Fire Extinguisher Maintenance and Replacement Services:

Group A- Fire Extinguishers

| DCHA Headquarters | Motor Pool (Fleet Management) |
|------------------------------|-------------------------------|
| 1133 North Capitol Street NE | 1155 Kenilworth Avenue, NE |
| Washington, DC 20002 | Washington, DC 20019 |
| | |

Group B- Fire Extinguishers

| DCHA Operations 1170 12 th Street, N.E. Washington, D.C. 20005 | 675 Taylor Street, N.E. Washington, D.C. 20017 |
|---|--|
| Barry Farm | Benning Terrace |
| 1292 Eaton Road, SE | 4450 G Street, SE |
| Washington, D.C. 20020 | Washington, D.C. 20019 |
| Carroll Apartments | Colorado Apartments |
| 410 M Street, SE | 5336 Colorado Ave, NW |
| Washington, D.C. 20003 | Washington, D.C. 20011 |
| Columbia Road | Elvans Road |
| 1475 Columbia Road, NW | 2440 Elvans Road, SE |
| Washington, D.C. 20009 | Washington, D.C. 20020 |
| Fort DuPont Addition | Fort DuPont Dwellings |
| 155 Ridge Road, SE | 155 Ridge Road, SE |
| Washington, D.C. 20019 | Washington, D.C. 20019 |
| Fort Lincoln 2855 Bladensburg Road, NE Washington, D.C. 20018 | Garfield Terrace (Family) 2361 11th Street NW 20001 |
| Garfield Terrace (Senior) | Greenleaf Additions |
| 2301 11th Street, NW | 203 N Street, SW |
| Washington, D.C. 20001 | Washington, D.C. 20024 |
| Greenleaf Extension | Greenleaf Gardens |
| 203 N Street, SW | 203 N Street, SW |
| Washington, D.C. 20024 | Washington, D.C. 20024 |

Group B- Fire Extinguishers (continued)

| Greenleaf Senior | Harvard Towers |
|---------------------------------|---------------------------|
| 1200 Delaware Ave, SW | 1845 Harvard Street, NW |
| Washington, D.C. 20024 | Washington, DC 20009 |
| vvasnington, <i>D.</i> O. 20024 | washington, be 20009 |
| Highland Addition | James Apartments |
| 400 Atlantic Street, SE | 1425 N Street, NW |
| Washington, D.C. 20032 | Washington, D.C. 20005 |
| vvasnington, b.c. 20032 | Washington, D.C. 20003 |
| James Creek | Judiciary |
| 1265 Half Street, SW | 461 H Street, NW |
| Washington, D.C. 20024 | Washington, D.C. 20001 |
| vvasnington, <i>D.O.</i> 20024 | vvasnington, D.C. 20001 |
| Kelly Miller | Kenilworth Courts |
| 2101 4th Street, NW | 4500 Quarles Street, NE |
| Washington, D.C. 20001 | Washington, D.C. 20019 |
| vvasilington, D.C. 20001 | vvasiiiigioii, D.C. 20019 |
| Kentucky Courts | Knox Hill |
| 340 13th Street, SE | 2700 Jasper Street, SE |
| Washington, D.C. 20003 | Washington, D.C. 20020 |
| vvasnington, b.c. 20005 | Washington, D.C. 20020 |
| Langston Addition | Langston Terrace |
| 2101 G Street NE, | 2101 G Street NE, |
| Washington, D.C. 20002 | Washington, D.C. 20002 |
| vvasnington, b.o. 20002 | vvasnington, D.C. 20002 |
| LeDroit Apartments | Lincoln Heights |
| 2125 4th Street, NW | 400 50th Street, NE |
| Washington, D.C. 20001 | Washington, D.C. 20019 |
| | |
| Lincoln Road | Montana Terrace |
| 11 R Street, NE | 1625 Montana Ave, NE |
| Washington, D.C. 20002 | Washington, D.C. 20018 |
| , | 5 , |
| Park Morton | Parkside Addition |
| 617 Morton Street, NW | 4500 Quarles Street, |
| Washington, D.C. 20010 | Washington, D.C. NE 20019 |
| | |
| Richardson Dwellings | Stoddert Terrace |
| 5231 Cloud Place, NE | 155 Ridge Road, SE |
| Washington, D.C. 20019 | Washington, D.C. 20019 |
| Ourshaw On a law | The Mills was |
| Syphax Gardens | The Villager |
| 1501 Half Street, SW | 3810 Southern Ave, SE |
| Washington, D.C. 20024 | Washington, D.C. 20020 |
| | |

| Wade Apartments | |
|-----------------------|--|
| 1292 Eaton Road, SE | |
| Washington, D.C. 2002 | |

Woodland Terrace 2311 Ainger Place, SE Washington, DC 20020

DCHA reserves the right to add and delete to this listing as appropriate.

I. Liquidated Damages

Liquidated damages in the sum \$100.00 will be assessed for each day of delay after 30 days during DCHA inspection/fill/service period.

DCHA shall recover such liquidated damages in accordance with the schedule for liquidated damages by deducting the amount thereof out of any monies due or that may become due to the Contractor, and if said monies are insufficient to cover said damage then the contractor or the Surety shall pay the amount due.

J. Hours of Service

The Contractor shall have access to the buildings from 8:15 a.m. to 4:45 p.m., Monday through Friday. Other periods of access or work shall be approved by the Contracting Officer or its designee.

K. Work Procedures

All contractors must sign in and out at the Property Manager's Office. Contractor will advise or coordinate with the property manager any activities that may disrupt residents significantly such as the interruption of utility services to any resident.

L. Workmanship

All work shall conform to National Fire Safety District of Columbia Codes and regulations. The Contractor shall do whatever is necessary to carry out the contract in good faith which includes having systems and controls in good working order utilizing materials of like design and composition to those originally supplied (Unless directed by the Contracting Officer to the contrary) and installed with accurate workmanship skillfully fitted and properly connected.

M. Testing

The Contractor is responsible for conducting the appropriate test and completion of any repair work to assure fire extinguishers are functioning properly, without deficiency.

All testing may be performed in the presence of the Contracting Officer's Technical Representative (COTR) or designee.

The Contractor shall notify the COTR two (2) working days in advance of the testing.

N. Replacement Parts

All replacement parts and workmanship shall be guaranteed for a period of thirty (30) days.

All replacement work shall be supported by a Purchase Order

All work shall be performed by the Contractor to make necessary repair to all types of doors.

O. Deliverables/Reporting

Contractor shall submit a monthly report to COTR of work completed under the contract for that month within 15 days after the completion of the reporting period.

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 Sandra Littles, Job Development Specialist, in the DCHA Office of Resident Services at 202.645-5023 <u>slittles@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 three (3) 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 Fee" 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-[RESERVED]

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;
- (d) 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 ORM@dchousing.org. 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- [RESERVED]

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: DCHApayments@dchousing.org

- b. Proper invoices shall contain the following information:
 - Contract Number
 - Purchase Order Number
 - Identification of matters/services performed consistent with the contract requirement and supporting documentation
- c. Failure to provide all documentation as outlined in item "b" above may delay payment of invoices.
- d. DCHA's 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 Price Proposal, supporting materials, and exhibits. Offerors shall submit one (1) original hard copy and one (1) electronic copy of both the technical Proposal and Cost 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 a letter of 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. Documentation to Substantiate Experience

Complete Exhibit 2 or provide an overview of relevant past performance of contract work substantially similar to the scope of work. Include Project Title, Client Name, Description of Project, Types of Extinguishers serviced, Performance Deliverables, Duration of project, Open or Complete, and Project End Date.

4. Documentation to Substantiate Service Approach

Describe service time intervals and duration of time to service extinguishers. Provide level of capacity in terms of staff, fire extinguisher replacement and repairs and inventory in terms of vehicles, fire extinguishers, and fire extinguisher repair/replacement parts.

5. 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 applicable permits, licenses, authorizations and/or certificates as required by Federal, State, local laws. List and provide copies of Industry Certifications, Affiliations and Trade Organizations.

6. References

Provide 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.

6. 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.

7. 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.

8. Certifications & Affidavits

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

HUD 5370 C General Conditions for Non-Construction Attachment A-Contracts Section I Tax Certification Affidavit Attachment B-Attachment C-Non-Collusive Affidavit Attachment D-Certificate of Eligibility **Contract Compliance Requirements** Attachment E-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** HUD 5369 B Instructions to Offerors Non-Construction Attachment M-Attachment N-Wage Determination Exhibit 1-Price Proposal Exhibit 2-**Experience Form** Service Schedule Appendix 1-

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

PART II: Price Proposal

9. Price Proposal- Exhibit 1

Offerors shall complete and submit Exhibit 1- Price Proposal for Years One through Three proposed to complete the Scope of Services.

- a) Quotes for the maintenance inspection should be based on approximately 4,500 fire extinguishers.
- b) Provide individual costs for inspection, recharge, repair and replacement by type in your quote to insure agreement on final billing.
- c) Hourly Rates. The Price Proposal shall include a breakdown showing a fully burdened hourly rates (inclusive of direct salary rates; overhead rates; general and administrative rates, if any; and profit or fee) for Technician and Helper.

d) Offerors shall ensure 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 **132.5** 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 |
|--|-------------------|
| Documentation to Substantiate Experience | |
| Relevant experience and performance of contract work substantially similar to the scope of work. Include Project Title, Client Name, Description of Project, Types of Extinguishers serviced, Performance Deliverables, Duration of project, Open or Complete, and Project End Date. | 40 |
| This factor will be evaluated based on evidence of the following: | 40 |
| Similar work in Scope- 15 Points Similar work in Scale- 15 Points NAFED membership- 5 Points 3 Years' Maintenance and Inspection Experience- 5 Points | |

| Documentation to Substantiate Service Approach | |
|---|-----|
| Service time intervals and duration of time to service extinguishers. Provide level of capacity in terms of staff, fire extinguisher replacement and repairs and inventory in terms of vehicles, fire extinguishers, and fire extinguisher repair/replacement parts. This factor will be evaluated based on evidence of the following: 1. Service Intervals- 5 Points 2. Capacity- 10 Points 3. Inventory- 5 Points | 20 |
| Documentation of Certifications, Licenses and Industry Affiliations | |
| Copy of business License or registration to provide services in the District of Columbia. Include copies of applicable permits, licenses, authorizations and/or certificates as required by Federal, State, local laws. List and provide copies of Industry Certifications, Affiliations and Trade Organizations. This factor will be evaluated based on evidence of the following: 1. Business License- 5 Points 2. Industry Certifications- 5 Points 3. Trade Affiliations- 5 Points | 15 |
| Section 3 1. Hiring Section 3 Residents- 6 Points 2. Contracting to Section 3 Business Concerns- 6 Points 3. Other Economic Opportunities- 4 Points 4. Past Performance- 4 Points | 20 |
| COST | |
| Proposed fee and breakdown | |
| Exhibit 1- Price Proposal for Years One through Three proposed to complete the Scope of Services. This factor will be evaluated based on reasonableness and pricing of the following: | 30 |
| Costs - for inspection, recharge, repair and replacement- 15 Points Hourly Rates- 15 Points | |
| TOTAL MAXIMUM POINTS TECHNICAL & COST | 125 |

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)

132.5

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., Friday, August 7, 2020. Inquiries/questions shall be emailed to LaShawn Mizzell-McLeod to LMMCLEOD@dchouisng.org with copy to business@dchousing.org.

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 email the Technical and Price Proposal as separate files. Proposals shall be 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. Friday, August 14, 2020, emailed to LMMCLEOD@dchouisng.org with copy to business@dchousing.org with a cover page addressed as follows:

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: 0024-2020

"Fire Extinguishers Inspection and Maintenance Services"

Offerors shall email the technical and price proposals as separate files attached to one email.

PROPOSALS RECEIVED AFTER THE DEADLINE MAY NOT BE CONSIDERED.

Sincerely,

Cheryl Moore

Contracting Officer

Cheryl Moore