



## **REQUEST FOR PROPOSAL**

**2019-3**

**ISSUE DATE:** September 9, 2019

**CLOSING DATE:** October 10, 2019

**CAPTION:** Capper Carrollsburg Parking Lots

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## **SECTION A – GENERAL INTRODUCTION**

### **A.1 OVERVIEW**

DC Housing Enterprises ("DCHE"), a wholly owned, non-profit subsidiary, and instrumentality of DCHA<sup>1</sup>. DCHA owns the Parking Lots, and designates the management of the parking lots to DCHE. DCHE in turn, seeks a qualified Parking Lot Operator to manage services for the lots included within this solicitation.

### **A.2 BACKGROUND**

Parking lots located at 200 K Street SE & 200 L Street SE are gravel; 601 L St. SE is the only striped asphalt parking lot. DCHE's goal is to create flexibility in providing three parking lot assets for qualified parking lot management services in the SE Capper Carrollsburg area of Washington, DC. The management services must generate revenue; improve the current project parking lot needs during peak hours and during the National Park games.

To do so, DCHE seeks proposals from interested and qualified firms to serve as operator ("Contractor") of three (3) surface parking lots located at 601 L Street SE with approximately 197 striped parking spaces, 200 K Street SE with approximately 125 spaces and 200 L Street SE with approximately 125 spaces, (collectively, the "Parking Lots").

## **SECTION B – SCOPE OF SERVICES**

### **B.1 DESCRIPTION OF SERVICES**

During the term of the contract, DCHA reserves the right to modify the Parking Lots on a permanent or temporary basis; including without limitation to reduce or increase the number of parking spaces available, temporary or permanent parking areas, or make any other modification to the Parking Lots to accommodate the public, the redevelopment of the area or Capper/Carrollsburg site or to convert all or part of the Parking Lots to another use. It is anticipated that during the term of this contract, DCHA may take control of one or more of the parking lots for the purpose of constructing housing on such parcel.

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<sup>1</sup> *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.*

Contractor will provide the labor, management services and resources required to efficiently operate the three (3) Parking Lots located at 601 L Street SE, 200 K Street SE and 200 L Street SE, (collectively, the "Parking Lots"). The Parking Lots shall be available for use by the public for drive up or pre-paid daily, weekly, and monthly parking weekdays from 6:00 a.m. EST to 7:00 p.m. EST. Rates will be established and periodically adjusted by the Contractor and DCHE. Parking rates can be based on time, day, or month and include free-up parking strategy to drive short-term parking demand outside of peak hours. **DCHE shall make the final decision as to the rate(s).**

The Contractor shall provide management services and personnel during regular operation hours and such other times on holidays, weeknights and weekends as required for baseball game parking or as required by DCHE.

The Contractor shall provide the following services: emergency vehicle starting services, coordinating towing services and the impounding of illegally parked vehicles, and invoicing and collecting parking charges.

The Contractor is responsible for cleaning, maintenance and the equipment of the Parking Lots. The costs of maintenance, cleaning, repairs, personnel, equipment, supplies and other services provided are operating expenses.

The Contractor shall provide the first response to any problems that occur with the Parking Lots parking automation systems. The first response shall include, but not be limited to preventive maintenance, restocking of tickets, resetting processors, and replacement of system components.

The Contractor is responsible for and all costs associated with plowing, removal of snow, ice, the spreading of sand on the entrance and exit lanes of the parking surfaces.

Consequently, the Contractor will be required to comply with rigid financial control procedures, which DCHE may prescribe. DCHE intends to avoid the creation of any private use of the Parking Lots under Section 141 of the Internal Revenue Code of 1986, as amended, and the compensation arrangement proposed by the Contractor must comply with the requirements of the Revenue Procedure 97-13.

The Contractor will not be responsible for security staffing of any parking facility. However, the Contractor will be responsible for immediately notifying the Police Department and the designated Security Officer (when appropriate) of any security problems or incidents which Contractor notices or detects.

#### B.1.1 CASH CONTROL AND MANAGEMENT SYSTEMS

The Contractor must demonstrate a control system that ensures the accuracy of cash control and management systems through credit card collections, company oversight of lot attendants, sample-reporting

systems, the method(s) used to correct discrepancies, internal audit practices for quality control and a reporting flow chart showing responsibilities for this task within the Contractor's company.

The Contractor shall provide the capability to use cash, credit and/or debit cards at all the parking lot booths. All revenues received must be reported, including but not limited to any overages or shortages that must be reconciled.

The Contractor will attend meetings with DCHE designees on a quarterly basis or as otherwise requested by the DCHE to review operations and associated issues, including the revenue expense reports for previous months.

Receivables:

The Contractor will pay to the DCHE all receivables collected by for the benefit of the DCHE within 15 hours, after the close of each shift, for each facility managed. Direct daily pick-ups via armored cars are preferred.

Submission of Reports:

DCHE will not advise the Contractor on parking management software and/or equipment. However, the Contractor shall provide parking lot management service that

- a. demonstrates tight internal cash management controls, such as deposit pick-ups from armored trucks for an example: Brinks, Dunbar, or Loomis to make daily cash deposits into a designated DCHA Financial Institution;
- b. utilizes parking lot technology that is strategically designed to implement a card/ticket disbursement machine at all entrances, a pay on exit cash, credit or debit card-processing machine and mechanical arm lifts upon entering and exiting the parking lots;
- c. employs payment methods upon exiting the parking lots only;
- d. requires daily users to pull a parking ticket from a dispensing machine to activate an entry gate; upon departure users are required to place the ticket in the machines, which automatically calculate time and cost.

License plate readers may be used for monthly credits corresponding with the tagged permits and video and/or other tracking devices to monitor time cars parked for free-up spaces are acceptable upon DCHE's approval.

**B.1.2 DELIVERABLES/REPORTS**

Contractor will provide complete bookkeeping for the parking operation including the credit/debit card records and monthly statements to DCHE.

Each charge must be listed with name, amount and charge card/debit Company (i.e. Visa, Master Card, American Express, and/or Bankcard of the financial entity, etc.) All daily deposits receipts from armored vehicles must be included in the monthly reports coupled with a direct deposit receipt for all scheduled National Games.

The Contractor will submit to the DCHE, within 14-days after the close of each calendar month, a complete report of all monies collected and reimbursable expenditures made during each previous month. The billing cycle is for 30-day intervals. Reports submitted will include, at a minimum, the following:

- a. Daily ticket logs for each facility;
- b. Daily parking collection report (for the month);
- c. Complaints received and remedial action reports;
- d. Other financial and statistical reports concerning management and operation of the parking facility, as required by the DC Local Government regulations;
- e. Copy of police reports for all incidents reported that must include the incident number;
- f. Copy of all other incident reports including non-police incidents that detail vehicle information, name and address of parties involved, and license information; and
- g. In addition to the daily cash shortage report, the Contractor will also submit monthly reports describing all money shortages for any month in which they occur. The shortages must be reconciled.

Contractor is responsible to provide within 30-days of contract award:

- a. an incident report procedure manual for each lot to be used in the case of damage to vehicles, lot damage and/or other incidents worthy of note
- b. Six (6) electronic arm gates (two per lot) must be placed at the entrances and exits of all parking lots;
- c. Cash, credit, debit card devices for the collection of parking lot fees. All cash payments accepted must be placed in a modernized pay station.
- d. All parking management system usage though smart readers must come with the approach antennas for form of payment for parking lot fees.

- e. Payment Interface equipment that is up to code and upgraded to the appropriate scaling of the three parking lots.

DCHE will provide the attendant's booth. Fixtures and equipment provided and installed by the DCHE will remain property of the DCHE.

### B.1.3 PARKING LOT MAINTENANCE, PERSONNEL AND TRAINING

Contractor will be responsible for the cleaning of each of the assigned parking lots three (3) times per week. This cleaning includes sweeping, removal of debris, and garbage. Additionally, Contractor will be responsible for power washing each facility on a quarterly basis. This includes the cleanup of grease and oil spots throughout the facilities. The areas required to be cleaned include:

- (1) Parking stalls;
- (2) Aisles;
- (3) Pedestrian ways;
- (4) Vehicular entrances and exits; and,
- (5) Parking attendant booths

Contractor shall select honest, competent and courteous personnel to be employed at the parking lots and it shall be the duty of the Contractor to train, supervise and maintain proper surveillance over its employees to ensure their integrity and the maintenance of an honest and high standard of service to the public. Contractor shall perform reasonable pre-employment screening. The number of employees as may be required to effectively operate the Parking Lots shall be subject to written approval by DCHA.

Contractor is encouraged to recruit employees from DCHA's public housing residents and Housing Choice Voucher Program ("HCVP") participants.

Contractor will assign a uniformed staff member to each parking lot to perform required services during the designated hours of operation and to open and close each facility at the times designated by the DCHE.

## B.2 QUALIFICATIONS

The Contractor must demonstrate at least three (3) years of successful experience management and operation of public parking lots, preferably in Washington, D.C. Metropolitan area that include a minimum of eight hundred (800) revenue-generating parking spaces with gross receipts of Two Million Dollars (\$2,000,000) or more per year.

Respondents must have current license for NAICS classification 812930.

<https://dcra.dc.gov/service/get-parking-facility-license>



## 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 INQUIRIES

All inquiries regarding this RFP and any correspondence relating thereto shall be submitted in writing to the Procurement Officer at the following:

DC Housing Enterprises c/o  
District of Columbia Housing Authority  
Office of Administrative Services/Contracts and Procurement  
1133 North Capital Street, N.E., Suite 300  
Washington, DC 2002-7599  
Attention Cheryl Moore, Procurement Officer  
Email: [chmoore@dchousing.org](mailto:chmoore@dchousing.org)

**Inquiries and/or questions concerning this RFP must be submitted in writing to the Issuing Office no later than Tuesday, September 24, 2019 by 12:00 PM noon.** Please copy all inquiries sent to the Procurement Officer to the Contract Specialist responsible for this RFP, LaShawn Mizzell-McLeod, by email to [LMMCLEOD@dchousing.org](mailto:LMMCLEOD@dchousing.org) and [business@dchousing.org](mailto: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 be post by addendum to the DCHA website [www.dchousing.org](http://www.dchousing.org) under “Doing Business with DCHA”.

**RESPONDENTS ARE INSTRUCTED TO CONTACT ONLY THE SOLICITATION ISSUING OFFICE IN CONNECTION WITH ANY ASPECT OF THIS SOLICITATION PRIOR TO CONTRACT AWARD. PROPOSALS AND ALL CORRESPONDENCE RELATING TO THIS SOLICITATION DOCUMENT MUST BE SUBMITTED TO THE ISSUING OFFICE POINT OF CONTACT(S) IN THE OFFICE OF ADMINISTRATIVE SERVICES.**

### C.3 SITE VISIT

Respondents responding to this RFP are invited to visit the Parking Lots prior to submitting proposals to become familiar with the conditions that may affect the performance of the work.

DCHE will host the scheduled Site Visits follows:

**Thursday, September 19, 2019**

10:00 a.m. beginning at 10:00 at  
601 L Street SE, Washington, DC 20003 to  
200 K Street SE Washington, DC 20003 and ending with  
200 L Street SE, Washington, DC 20003

**C.4 PRE-PROPOSAL CONFERENCE**

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

**Wednesday, September 18, 2019**

at 10:00 a.m.

DCHA Headquarters located at  
1133 North Capitol Street, NE Washington DC 20002  
Second Floor Boardroom

**C.5 SUBMISSION DATE**

**All proposals must be received by 11:00 AM on Thursday October 10, 2019.**

Proposals shall be submitted in sealed packaging marked "RFP DCHE 2019-3  
"Capper Carrollsburg Parking Lots" and addressed to:

DC Housing Enterprises c/o  
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, Procurement 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 DCHE 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 DCHE, cost and other factors considered.

Proposals shall not exceed thirty (30) 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, "Fee Proposal". **Respondents shall submit one (1) original and four (4) copies of both the Technical Proposal and Price Proposal**, prepared in such a format and detail as to enable DCHE 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, printed single-sided, bound length-wise and separated with tabs to identify sections.
- Proposals must include each item in the order outlined below in Sections C.6.2, C.7 and C.8.
- Each sub-section must be separated by tabs with sub-section headings.
- Technical Proposals are limited to thirty (30) pages 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
  - Qualifications
  - Experience
  - Past Performance
  - Financial Capacity
  - Technology and Equipment
  - Management Approach
  - Cash Control and Management System
- 4) References
- 5) Experience with HUD Section 3 and Section 3 Plan
- 6) Certifications & Affidavits

PART II: Price Proposal shall contain price proposals only:

- 1) Complete Exhibit 1- Price Proposal

### C.7 TECHNICAL PROPOSAL

To be considered, Respondents shall provide detailed information about the requirements of each part 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/ Introduction

Provide a Letter of interest signed by the principal-in-charge that includes an executive summary/introduction detailing the history and attributes of the company; Respondent name and address, website address, telephone number, Point of Contact name, telephone number and email address; include whether Respondent is a corporation, joint venture, partnership (including type of partnership) or individual; provide a brief description of the understanding of the Scope of Services and the entity's ability to perform the work.

C.7.3 Qualifications

*(Supporting Documentation not included in 30-page limitation.)*

Provide proof of a Parking Business License for NAICS classification 812930.

<https://dcra.dc.gov/service/get-parking-facility-license>

Disqualification:

DCHE reserves the right to disqualify any Respondent that does not submit proof of licensure or that has had a parking lot management agreement or contract canceled or threatened to be canceled for cause during the past five (5) years. This disqualification includes the failure to perform, illegal activity or financial mismanagement or if the Contractor or any of its members, principals, partners, contractors, agents or employees have been suspended, debarred or are otherwise ineligible under any Federal program or program of the District of Columbia Government.

Provide list of all Parking Lot Management contracts in the past three years and include number of parking spaces and gross revenue for each parking lot.

List and include copy of any National or Local Parking Management Certifications and/or Organization affiliations.

C.7.4 Experience

Provide detail of demonstrated experience with providing services most similar or consistent with the goals and objectives of the RFP. This section should include description of systems that support the requirements of this RFP including back office support, financial support, management teams, and auditing of parking lot revenue collection.

#### C.7.5 Past Performance

Provide a list of at least five (5) past or current projects similar to the project outlined in the Scope of Services. The services must have been performed within the past three years and the list must include the name and location of the project; and the name, complete mailing address, telephone number and email address of the person most familiar with the work performed. Include a description the name and role of each Respondent Team member(s) that were included in the project; who if awarded will be assigned to the Capper Carrollsburg Parking Lots contract.

Of the five (5) projects, include preferably at least two (2) projects that are or were performed within the Washington, D.C. Metropolitan area with a minimum of eight hundred (800) revenue-generating parking spaces with gross receipts of Two Million Dollars (\$2,000,000) or more per year.

The Contractor's response will be evaluated on length of experience within the industry, experience within the DC market, and the experience managing and operating public parking facilities.

#### C.7.6 Financial Capacity

Respondents must discuss any credit lines or other company funds that will be used to support this contract until the monthly invoice is paid by DCHE. Include a description of any audit findings that the Respondent has had in other parking lots within the past five (5) years. In addition, disclose any findings, reports, fines or other adverse action taken by DCRA or taxation office with regard to payment of taxes.

#### C.7.7 Technology and Equipment

The Contractor shall demonstrate technology and equipment with accuracy that will last over the expected lifetime of the contract. The technology and equipment must be capable of handling different types of spaces included but not limited to ADA parking. Contractor shall describe the operational needs of the technology and equipment such as the mechanical arms, cash, debit & credit card collections and the restocking of tickets and regular maintenance of machinery.

#### C.7.8 Management Approach

Discuss your firm's approach to a) cash management, including auditing and oversight to ensure that all receipts collected are reported and deposited; b) customer service at each parking lot to ensure that transient and monthly parking clients are supported when necessary; and c) delivery of services in performance of this contract including the management structure of the firm, number of personnel to be assigned, supervision of

three parking lots, trouble-shooting and follow-up, and cooperation with DCHE staff.

Respondents shall provide an organizational chart or other diagram that describes the decision-making within the company. The Contractor shall also provide the name of the key contact within the organization responsible for this account and the reporting lines. A resume of the key personnel within the company responsible for this contract should be included as an attachment.

#### C.7.9 Cash Control and Management System

A summary of procedures used to control and secure the receipt of daily cash receipts, including integration with the Proposer's financial reporting system, is to be included with the proposal. This may be presented in the form of a diagram or other such descriptive techniques. It shall be the sole direction of DCHE to determine the viability and soundness of each plan, and to accept or reject said plan in its entirety or parts thereof.

The Contractor in its proposal should describe revenue-control equipment that it has used. Required equipment will be as follows:

- a. Mechanic arms
- b. Ticket disbursement machine
- c. Cash, credit and debit card machines at each exit. (Must accommodate daily, monthly and hourly rates)
- d. Installation of hardware
- e. Must satisfy requirements of the American with Disabilities Act (ADA) regarding interfacing equipment.

The Contractor in its proposal should describe revenue control services:

- a. Armored truck pick-ups for cash
- b. Devices used report credit and debit card daily reports. Debit and credit card access software.
- c. Smart phone card read verification. Application server if applicable.
- d. Monitoring software and user license fees
- e. Installation of software

#### C.7.10 References

*(Supporting Documentation not included in 30-page limitation.)*

Provide three (3) recent professional references from clients for whom the entity has successfully managed and operated public parking facilities as described in the Scope of Services within the past 3 years. Include name,

address, and telephone number, description of work performed, the dates of service, and the status of contract (active or closed).

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

C.7.11 Experience with HUD Section 3 and Section 3 Plan  
*(Section not included in 30-page limitation.)*

Describe the Respondent's experience with compliance with HUD Section 3 requirements and the results achieved. Review Section 3 requirements outlined in Section D.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.7.12 Minority/Women / Business Enterprise (M/WBE)- [RESERVED]

C.7.13 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 30-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 & II

Attachment B: Tax Certification Affidavit

Attachment C: Non-Collusive Affidavit

Attachment D: Certificate of Eligibility

Attachment E: Contract Compliance Requirements

Attachment F: Payments to Subcontractors and Suppliers Certificate

Attachment G: 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 to Offerors Non-Construction  
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.

Complete Exhibit 1- Price Proposal. The price is required to be proposed on a fixed fee for Year One, Two, Three, Four and Five. In addition, the Respondent must submit an incentive management fee, if any; and the percentage increase per year after the initial base year.

### **C.8.1 Price Proposal**

DCHE will review the submitted price proposals as a comparison of similar items to review cost of providing services, management fee and parking lot pricing information. Contractor must include in the proposals the cost of electrical and concrete work. All equipment installation shall be paid by DCHE and must remain the property of such. All other services must be invoiced to DCHE for payment each monthly.

**Price Proposals that are not submitted within the solicitation Exhibit or outside of the Exhibit format will not be accepted.** Points assigned to Respondent in this category will be based on the operating budget proposal and will be compared in accordance with the total price provided.

### **C.8.2 Fair Price Statement**

Respondent shall provide a statement that it warrants the prices quoted are not in excess of those charged non-governmental clients for the same services performed by the same individuals.

### **C.8.3 Allowable Costs**

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



C.8.4 Cost Analysis

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

C.8.5 Travel

Travel in the metropolitan area shall not be reimbursed. The metropolitan area includes the District of Columbia; and the counties of Montgomery and Prince Georges in Maryland; the cities of Alexandria, Falls Church and Fairfax in Virginia, and the counties of Arlington, Fairfax, Prince William and Loudon in Virginia.

**C.9** CONFLICT OF INTEREST

In submitting a proposal, the Respondent affirms that to the best of its knowledge, there exists no actual or potential conflict between the Respondent's business and financial interests and any commissioner, officer, employee, or agent of DCHA or DCHA's affiliates or instrumentalities. To the extent that a potential conflict exists, this must be disclosed in the proposal.

**C.10** COMPLETE PROPOSALS

Complete proposals will be evaluated based on established evaluation criteria. Proposals should set forth full, accurate, and complete information as required by this solicitation. Upon the completion of the review process, the Evaluation Panel will submit its recommendation(s) of Respondents that are deemed the most overall technically qualified to the DCHE President.

**C.11** MANNER OF AWARDS

DCHE may award a contract(s) upon the basis of the initial proposals 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 efforts of the Respondents and will be evaluated as such.

**C.12** RETENTION

All proposals are the property of the DCHE, shall be retained by the DCHE 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 Procurement Officer, by letter or email, whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Procurement 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 Procurement 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 DCHE for other than evaluation purposes. DCHE 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 Procurement Officer that the late receipt at the location specified in the RFP was caused by mishandling of 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 Respondents at the place designated 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 DCHE, shall be considered at any time it is received and may be accepted at the sole discretion of DCHE.

**C.17** FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF A PROSPECTIVE CONTRACTOR

The Respondent must demonstrate to the requested satisfaction of the Procurement Officer its capability to perform fully the contract requirements in all respects. Therefore, the Respondent shall furnish any reasonable information by the Procurement 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 Procurement 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.

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*Employee disease* \$500,000

*Employee disease policy limit* \$500,000

(v) Umbrella or Excess Liability \$5,000,000

*{Required Only for Professional Consultant Services with less than the stated Minimum Requirements.}* DCHE will accept \$5,000,000.00 Umbrella Coverage with \$1M Per Occurrence and \$2M Aggregate for General Liability and Employment Practices

(vi) Employment Practices Liability

*Per Occurrence:* \$2,000,000

*Aggregate:* \$4,000,000

(vii) Employee Dishonesty \$250,000

(vii) Professional Liability (Errors and Omissions)

*Per Occurrence:* \$2,000,000

*Aggregate:* \$4,000,000

With respect to (i) and (ii) above; these policies shall be endorsed to name the DCHE 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 DCHE 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 DCHE 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 DCHE 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 DCHE.

In the event a claim arises out of this contract, the Contractor will promptly notify the DCHE Authorized Representative (COTR), and the DCHA Office of Risk Management (ORM) at (202) 535-1800 or email [ORM@dchousing.org](mailto:ORM@dchousing.org). In addition, the Contractor will investigate and furnish the DCHE Authorized

Representative and ORM with reports of all accidents, claims and potential claims for damage or injury and will cooperate with its insurers and those of DCHE.

**D.5** INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless HUD, DCHA, and DCHE and their respective employees, agents, contractors, Board of Commissioners, Board of Directors, 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 Contractor 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 DCHE to comply with this indemnification requirement; provide evidence of such coverage to DCHE, 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:

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

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

DC Housing Enterprises c/o  
District of Columbia Housing Authority  
Attn: Accounts Payable  
1133 North Capitol Street, NE, Suite 329  
Washington, DC 20002-7599

Invoices may be emailed to [DCHEpayments@dchousing.org](mailto:DCHEpayments@dchousing.org)

- b. Proper invoices shall contain the following information:
- Contract Number
  - Purchase Order Number
  - Supporting Documentation with identification of matters/services performed consistent with the contract requirement and supporting documentation.

- c. Failure to provide all documentation as outlined in item (b) above may delay payment of invoices
- d. DCHA's Office of Financial Management and DCHE's Accounts Payable Division processes checks for payment every Thursday. When that date falls on a weekend or observed holiday, checks will be processed the next business day.

**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 Program (AAP) and Goals and Time Tables (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](mailto: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 disclosed to the public for any purpose or used by DCHE except for evaluation purposes:

- a) That the proposal includes proprietary or confidential information that shall not be disclosed outside of DCHE and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the proposal;
- b) That if a contract is awarded to the Respondent, DCHE shall have the right to duplicate, use or disclose the proprietary or confidential information the extent provided in the contract;
- c) That this restriction does not limit DCHE's right to use the proprietary or confidential information if it is obtained from other source without restriction; and
- d) That the Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction.
- e) 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**

DCHE will award contracts only to responsible Contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of the Respondent, DCHE will consider such matters as the Respondents:

- a) Integrity;
- b) Compliance with public policy;

- c) Record of past performance;
- d) Financial and technical resources

Before a proposal is considered for award, the Respondent may be requested by DCHE 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, the DCHE 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. DCHE must be named as the loss payee. The insurance company, form, limits and content of such coverage will be subject to the approval of the DCHE.

**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 Procurement 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 consent of DCHE 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, natural origin, handicap or familial status, or the existence or use of a policy or practice, or any arrangement, criterion or other method of administration which has the effect of denying Equal Housing Opportunity, or which substantially impairs the ability of persons to apply for or receive the benefits of assistance because of race, color, religion (creed), sex, natural origin, handicap or familial status, in the sale, rental or other disposition of residential properties or related facilities, including land to be developed for residential use, or in the use or occupancy thereof.

**D.18** THE AMERICAN WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Respondent and all of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with disability. See 42 U.S. Code 2101 *et seq.*

**D.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

DCHE 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 DCHE. DCHE further reserves the right to waive any minor information on any proposal received, if it is in the best interest of DCHE 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 DCHE.

**D.23** 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 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**

**Procurement Officer.** The person within DCHA duly authorized by the governing body thereof to administer contracts for, and in the name of, DCHA or DCHE as applicable.

**DCHE Authorized Representative.** The President of DCHE and the person authorized on behalf of DCHE to bind DCHE.

**Executive Director.** The Executive Director of the District of Columbia Housing Authority.

**Federal Agency.** Unless otherwise defined, the United States Department of Housing and Urban Development (HUD).

**Protester.** Any Respondent to a solicitation made by DCHA or DCHE who has submitted a bid, quotation, or proposal meeting 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 Procurement 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 Procurement Officer may suspend the procurement pending resolution of the protest, if warranted by the facts presented.
3. The Procurement 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 Procurement Officer's decision with supporting rationale; and a statement referencing appeal rights.
4. The Procurement Officer's Final Decision may be appealed to the DCHE President through the DCHA Office of the General Counsel. Such request must be in writing and made within ten (10) calendar days of receipt of the DCHE Procurement Officer's decision.
5. The DCHE President'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 DCHE President, or other time period required by the selected court of competent jurisdiction, as applicable.
6. The DCHA Board or Commissioners nor DCHE Board of Directors have 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:

DCHE Housing Enterprises c/o  
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**

DCHE 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 a modification is submitted, it must be received by the date and time specified and is subject to the "Late Submission, Modifications and Withdrawals of Proposals" provision of this solicitation.

After receipt of best and final offers, no discussions will be reopened unless the Procurement Officer determines that it is clearly in DCHE's best interest to do so. If discussions are opened, the Procurement 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 DCHE of a Respondent to be s the most responsive or included in the competitive range indicates only DCHE's intent to negotiate with the Respondent, and the selection does not constitute a commitment by DCHE 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 DCHE 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

All proposals will be evaluated based on the evaluation criteria outlined below. The Procurement 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 DCHE, be corrected subsequent to the submission due date.

All proposals will be initially reviewed to determine compliance with the proposal format requirements specified within this solicitation under Section C. Proposals that do not comply with these requirements may be rejected without further review.

The evaluation factors and the comparative scoring of the factors shown in E.3 below will be used to determine which Respondents fall within the competitive range and the recommendation made to the DCHE President.

**E.2** RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

DCHE will make an award(s) to the most responsible and responsive Respondent(s) whose proposal conforms to the solicitation and is most advantageous to DCHE (i.e., that which represents the best value to DCHE), cost or price and other factors considered.

DCHE 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.

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

DCHE 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.

**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.

The following evaluation factors will be used in determining the competitive range, **with a total possible score of 267.5 points.**

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

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E.3.1 TECHNICAL AND COST EVALUATION FACTORS MAXIMUM 290 POINTS

Criteria	Maximum Points
<p><b>Qualifications</b></p> <p>Provide a copy of current parking lot license(s).</p> <p>Provide list of all Parking Lot Management contracts in the past three years and include number of parking spaces and gross revenue for each parking lot.</p> <p>List and include copy of any National or Local Parking Management Certifications and/or Organization affiliation.</p> <p>The above selection criteria will be based on evidence of the following:</p> <ol style="list-style-type: none"> <li>1) <i>Proof of current Parking Lot License – if Yes, Qualified if No Non-Responsive</i></li> <li>2) <i>Proof of successful experience in management and operation of Parking Lots in the past three (3) years, preferably in Washington, D.C. Metropolitan area that include a minimum of eight hundred (800) revenue-generating parking spaces with gross receipts of Two Million Dollars (\$2,000,000)-</i>  <i>(0) points 0 less than 3</i> <i>(5) points 3 or more</i></li> <li>3) <i>National or Local Parking Management Certifications and/or Organization affiliations (5) points</i></li> </ol>	<p><b>Yes/No + 10 Points</b></p>
<p><b>Experience</b></p> <p>Demonstrate experience in meeting the goals and objectives of the RFP. This section should include description of systems that support the goals of this RFP including back office support, financial support, management teams, and auditing of parking lot revenue collection.</p> <p>The above selection criteria will be based on evidence of the following:</p> <ol style="list-style-type: none"> <li>1) <i>Experience supports ability to achieve DCHE Goals and Objectives- (15) points</i></li> <li>2) <i>Support and Systems Experience- (15) points</i></li> </ol>	<p><b>30</b></p>
<p><b>Past Performance</b></p> <p>Provide a list of at least five (5) past or current projects similar to the project outlined in the Scope of Services. Services must have been performed within the past three years and the list must include the name and location of the project; and the name, complete mailing address, telephone number and email address of the person most familiar with the work performed. Include a description the name and role of each Respondent Team member(s) that were included in the project; who if awarded will be assigned to the Capper Carrollsburg Parking Lots contract.</p> <p>At least three (3) of the projects must be contracts including prior experience with municipal governments or housing authorities. The Contractor’s response will be evaluated on length of experience within the industry, experience within the DC market, and the experience managing and operating public parking facilities.</p> <p>The above selection criteria will be based on evidence of the following:</p> <ol style="list-style-type: none"> <li>1) <i>Past Performance Similar to Scope of Services- (10) points</i></li> <li>2) <i>Municipal Government/ Housing Authority Experience- (5) points</i></li> <li>3) <i>Respondent Team- (10) points</i></li> </ol>	<p><b>25</b></p>



<p><b>Financial Capacity</b></p> <p>Respondents must discuss any credit lines or other company funds that will be used to support this contract until the monthly invoice is paid by DCHE. Include a description of any audit findings that the Respondent has had in other parking lots within the past five (5) years. In addition, disclose any findings, reports, fines or other adverse action taken by DCRA or taxation office with regard to payment of taxes.</p> <p>The above selection criteria will be evaluated as follows based on evidence of Financial Health &amp; Capacity:</p> <p>(1) <i>Strong Demonstrated Financial Health &amp; Capacity- (30) points</i>  (2) <i>Stable Demonstrated Financial Health &amp; Capacity- (20) points</i>  (3) <i>Fairly Demonstrated Financial Health &amp; Capacity- (10) points</i></p>	<p><b>30</b></p>
<p><b>Technology and Equipment</b></p> <p>The Contractor shall demonstrate technology and equipment with accuracy that will last over the expected lifetime of the contract. The technology and equipment must be capable of handling different types of spaces included but not limited to ADA parking. Contractor shall describe the operational needs of the technology and equipment such as the mechanical arms, cash, debit &amp; credit card collections and the restocking of tickets and regular maintenance of machinery.</p> <p>The above selection criteria will be based on evidence of the following:</p> <p>(1) <i>Proposed Technology and Equipment satisfactorily meets the requirements throughout the term of the contract- (10) points</i>  (2) <i>Technology and Equipment able to service various parking spaces- (10) points</i>  (3) <i>Technology and Equipment Components in terms of Operational Needs of the Technology and Equipment- (10) points</i></p>	<p><b>30</b></p>
<p><b>Management Approach</b></p> <p>Discuss your firm’s approach to a) cash management, including auditing and oversight to ensure that all receipts collected are reported and deposited; b) customer service at each parking lot to ensure that transient and monthly parking clients are supported when necessary; and c) delivery of services in performance of this contract including the management structure of the firm, number of personnel to be assigned, supervision of three parking lots, trouble-shooting and follow-up, and cooperation with DCHE staff.</p> <p>The Contractor shall provide an organizational chart or other diagram that describes the decision-making within the company. The Contractor shall also provide the name of the key contact within the organization responsible for this account and the reporting lines. A resume of the key personnel within the company responsible for this contract should be included as an attachment.</p> <p>The above selection criteria will be based on evidence of the following:</p> <p>(1) <i>Management Approach to Cash Management, Customer Services and Service Delivery- (10) points</i>  (2) <i>Organizational Chart- (10) points</i>  (3) <i>Experience of Key Personnel and Resumes- (10) points</i></p>	<p><b>30</b></p>

<p><b>Cash Control and Management System</b></p> <p>A summary of procedures used to control and secure the receipt of daily cash receipts, including integration with the Proposer’s financial reporting system, is to be included with the proposal. This may be presented in the form of a diagram or other such descriptive techniques. It shall be the sole direction of DCHE to determine the viability and soundness of each plan, and to accept or reject said plan in its entirety or parts thereof.</p> <p>Contractor shall provide documentation detailed in Section C.7.8.</p> <p>The above selection criteria will be based on evidence of the following:  (1) <i>Equipment- (15) points</i>  (2) <i>Revenue Control Services- (15) points</i></p>	<p><b>30</b></p>
<p><b>References</b></p> <p>Provide three (3) recent professional references from clients for whom the entity has successfully managed and operated public parking facilities as described in the Scope of Services within the past 3 years. Include name, address, and telephone number, description of work performed, the dates of service, and the status of contract (active or closed).</p> <p>The above selection criteria will be based on evidence of the following:  (1) <i>Quality of Reference for Similar Services- (5) points per reference</i></p>	<p><b>15</b></p>
<p><b>Section 3</b></p> <ol style="list-style-type: none"> <li>1. <i>Hiring Section 3 Residents- 6 Points</i></li> <li>2. <i>Contracting to Section 3 Business Concerns- 6 Points</i></li> <li>3. <i>Other Economic Opportunities- 4 Points</i></li> <li>4. <i>Past Performance- 4 Points</i></li> </ol>	<p><b>20</b></p>
<p><b>COST</b></p>	
<p>Complete and include the Exhibit 1- Price Proposal Operating Budget.</p> <p>The above selection criteria will be based on evidence of the following:  (1) <i>The lowest management fee proposal submitted will be assigned 30 points and other proposals will each be assigned points on a statistical basis corresponding to its position between the lowest and highest fee proposals.</i>  (2) <i>Reasonableness (i.e., does the proposed pricing accurately reflect the bidder’s effort to meet requirements and objectives?- (5) points</i>  (3) <i>Realism (i.e., is the proposed cost appropriate to the nature of the services to be provided?) – (5) points</i></p>	<p><b>40</b></p>
<p style="text-align: right;"><b>Maximum Technical Points</b></p> <p style="text-align: right;"><b>260</b></p>	

**E.3.2 BONUS POINTS** **MAXIMUM 7.5 POINTS**

BUSINESS ENTERPRISE DESIGNATION POINTS FOR SMALL/  
MINORITY/WOMEN OWNED BUSINESS *(Maximum 7.5 Bonus Points)*

DCHE will add additional points for Business Enterprise Designations after the technical evaluations have been completed and the competitive range has been established by the Procurement 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) 267.5 POINTS**

**SECTION F-TIMETABLE (SELECTION PROCESS)**

**F.1 TIMETABLE (\*\*)**

DCHE 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 DCHE’s sole discretion and without prior notice:

<b>Advertise Date</b>	<b>Sunday, September 8, 2019</b>
<b>Issuance of RFP</b>	<b>Monday, September 9, 2019</b>
<b>Pre-Proposal Conference</b>	<b>Wednesday, September 18, 2019</b>
<b>Site Visit</b>	<b>Thursday, September 19, 2019</b>
<b>Deadline of Submission of Inquiries/Questions</b>	<b>Tuesday, September 24, 2019</b>
<b>DCHE Responses to Questions</b>	<b>Friday, September 27, 2019</b>
<b>Submission of Proposals</b>	<b>Thursday, October 10, 2019</b>
<b>Evaluation Period</b>	<b>Beginning week ending October 18, 2019 through week ending November 8, 2019</b>
<b>DCHA Board Committee Review(if applicable)</b>	<b>TBD</b>
<b>Presentation to DCHE Board of Directors for Contract Approval (if applicable)</b>	<b>TBD</b>
<b>Contract Award</b>	<b>TBD</b>

**(\*\*) DATES IDENTIFIED ABOVE ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE DC HOUSING ENTERPRISES.**

*ALL PROPOSALS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY DCHE, AND THE RESPONDENT 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 DCHE, COST AND OTHER FACTORS CONSIDERED. DCHE MAY REJECT ANY OR ALL PROPOSAL THAT ARE DETERMINED NOT TO*

*BE IN DCHA'S BEST INTEREST. IN ADDITION, DCHE RESERVES THE RIGHT TO WAIVE ANY MINOR INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES DCHE'S BEST INTEREST IN DOING SO.*

## **SECTION G – EXHIBITS, APPENDICES & ATTACHMENTS**

### **G.1 EXHIBITS**

[Exhibit 1-](#) Price/Fee/Cost Proposal

### **G.2 APPENDICES**

[Appendix I-](#) Neighborhood View Capper Parking Lots

### **G.3 ATTACHMENTS**

[Attachment A-](#) HUD 5370 C General Conditions for Non-Construction Contracts Section I & II

[Attachment B-](#) Tax Certification Affidavit

[Attachment C-](#) Non-Collusive Affidavit

[Attachment D-](#) Certificate of Eligibility

[Attachment E-](#) Contract Compliance Requirements

[Attachment F-](#) Payments to Subcontractors and Suppliers Certificate

[Attachment G-](#) 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