
DISTRICT OF COLUMBIA HOUSING AUTHORITY
CONTRACTS AND PROCUREMENT



REQUEST FOR PROPOSAL

E18-32

ISSUE DATE: August 20, 2018 **CLOSING DATE:** September 7, 2018

CAPTION: Emergency Trash Collection and Disposal Services at
Various DCHA Properties

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SECTION A –INTRODUCTION

A.1 OVERVIEW

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

A.2 BACKGROUND

The District Of Columbia Housing Authority is in urgent need of trash removal services six days a week at five (5) of sites throughout the city. DCHA requires and solicits these services on an Emergency basis due to address current rodent activity and remediate pest favorable conditions resulting from uncollected trash.

DCHA Properties included in this solicitation:

Carroll Apartments	410 M St SE 20003	7-story mid-rise building
Harvard Towers	1845 Harvard Street NW 20009	10-story high-rise building
James Apartments-	1425 N Street NW 20005	10-story high-rise building
Garfield Terrace	2301 11th Street NW 20001	10-story high-rise building
Judiciary Square	461 H Street NW 20001	10-story high-rise building

DCHA intends to solicit for Authority-wide services during the 2019 fiscal year. However; in the interim, immediate services are necessary to restore safe and sanitary conditions at the properties included within this solicitation.

SECTION B – SCOPE OF SERVICES

B.1 DESCRIPTION OF SERVICES

Contractor shall provide all labor, materials, supplies, equipment, containers, dedicated vehicles, management, recordkeeping, reporting, supervision and other services necessary to provide trash collection and removal services for Carroll Apartments, Harvard Towers, James Apartments, Garfield Terrace and Judiciary Square six days a week. The Description of Services provides for and overview of requirements and the primary specifications and responsibilities, not limited to the following:

B.1.1 Schedule

Contractor shall develop and provide the DCHA Contracting Officer's Technical Representative (COTR) with a collection schedule and route for the DCHA locations included in the solicitation.

- a. Schedule shall include all Federal Holidays except for July 4 (Independence Day) and 12/25 (Christmas Day).
- b. Contractor must consistently perform according to the agreed Delivery Schedule.
- c. DCHA will deduct missed pick-ups from monthly invoicing.
- d. Contractor shall maintain capacity to accommodate On Call services on as necessary.
- e. DCHA shall review and approve Contractor's proposed Delivery Schedule.

B.1.2 Help Desk and Call Center

Contractor shall maintain a help desk/call center to address complaints and non-compliance issues. Contractor shall have 24 hours to cure reported issue. Status report shall be forward to COTR by no later than 6:00 p.m.

B.1.3 On Call Services

Contractor shall provide special pick-ups on an on-call basis on an as needed basis, at the request of DCHA. Special pick-ups will be requested with 24 to 48 hour prior notice.

Contractor shall collect and dispose of bundled material or other material prepared for non-containerized manual collection using roll off, lift gate or special bulk collections truck.

B.1.4 Vehicles, Routes, Collection and Transfer to District Waste Disposal Facility

Contractor shall dedicate vehicles for DCHA trash collections only under this contract.

- a. Dedicated trucks are to be equipped with an embedded all-in-one RFID Reader able to support handheld, mobile, and stationary readers with a built-in cellular antenna(s).
- b. RFID Reader should support front-end, side-end or rear-end application. At a minimum, RFID system should include diagnostic indicators (light/sound) to confirm when tag is read; input/output; proximity sensor; and the antennas as listed above. System should support EPC global Gen 2 (ISO 1800-6C) RFID tags. Reader should be Norte America (902-928 MHz) certified. Data reader connectivity should be through CDMA GSM module.

Contractor shall plan, schedule routes, and coordinate trash collections from each service location.

DCHA trash shall not be co-mingled with any recyclable materials.

Contractor shall empty all trash containers at each location and return the container to its original position.

Contractor shall collect trash so as not to allow spilling of trash on private or public property.

Contractor shall pick –up, any trash overflow outside the container at the time of scheduled pick-ups at no additional cost to DCHA.

Contractor must collect trash at all DCHA locations specific to the schedule.

Contractor must indicate in proposals if DCHA assistance is necessary to roll out and properly empty quads. If so, Contractor shall contact the property’s Maintenance Office prior to service.

Contractor shall collect and deliver all trash to District’s trash transfer stations for disposal purposes.

- a. DCHA will have an established account with Department of Public Works (DPW) in advance of conducting any hauling activities under this agreement.
- b. Contractor must provide DPW a valid credit card to establish and maintain an account as a condition of and prior to the performance of work under the DCHA contract.
- c. Contractor shall provide DCHA a list of all designated “pre-authorized” trucks that are “dedicated” for DCHA dumping at DPW.
- d. Contractors dedicated trucks are not permitted, under this contract, to dump any material at the DPW transfer stations for any business or entity other than DCHA.
- e. Contractor shall provide 48-hour advance notice to the DCHA COTR to remove a dedicated truck from the DCHA pre-authorization list for Contractors use to conduct non-DCHA business.
- f. Contractor shall provide a valid DCHA/DPW Authorization Document to transfer station personnel for a DCHA load to be accepted (at no cost to the Contractor) at DPW’s transfer stations.
- g. Contractor dumping of materials that are not on the pre-authorization list or dumping without a valid Authorization Document, will be charged to the Contractor’s credit card based on the material type and the net tonnage.
- h. DCHA will not reimburse the contractor on these occasions. Contractors’ failure to comply with the Authorization Document policies and procedures may result in associated loads being charged to the Contractor, with no reimbursement.
- i. Contractor shall use District-operated Ft. Totten and Benning Road waste transfer stations, or any other District-designated site.
- j. Contractor shall provide the DCHA COTR all weight tickets obtained from DCHA Trash Transfer Stations.

Contractor must dump the trash the same day as collection.

Contractor shall comply with all federal laws and laws of the District, applying to storage, collection, transport and disposal of trash.

Contractor shall obtain and maintain all licensure requirements of each applicable jurisdiction.

DCHA reserves the right to add or remove locations.

DCHA reserves the right to modify services and or the Contractor means and methods in performance of services.

B.1.5 Trash Containers

Contractor shall provide and maintain the number and type of trash containers required to successfully perform services.

The containers will remain property and responsibility of the Contractor with the exception of DCHA owned receptacles.

Contractor shall deliver the required containers to each location within five (5) working days from the contract award date.

Contractor shall ensure that the trash containers are compatible in all respects including, without limitation, dimensions and loading mechanisms with the collection vehicles that service the containers.

Contractor shall ensure that all dumpster have or are retrofitted with RFID tags; all 96 –gallon carts include programmable RFID microchip compatible with the mounted RFID Reader.

- a. Identification Markings. Contractor shall place permanent stickers on the front of the containers, denote the type of material (TRASH) to be collected in the container, container ID number, company name, and phone number.
- b. Maintenance, Repair and Replacement. Contractor shall maintain all containers free of dirt, debris and sticky substances at all times. Contractor shall repair or replace containers as necessary to ensure each location maintains the required type and number of containers. Contractor shall conduct regular inspection of containers to ensure compliance with the terms and conditions of the contract and maintain a schedule to identify when equipment will be taken-out-of-service for inspection, maintenance, and audit purposes. Contractor shall sanitize all containers as part of their maintenance service on a quarterly basis, or as needed. Contractor shall submit Maintenance, Repair and Replacement Schedule for DCHA COTR review and approval (thirty) days of the contract award.
- c. Contractor shall replace containers on an as needed basis within three (3) business days of DCHA COTR notice.
- d. Contractor shall use containers that meet the safety requirements of the American National Standards Institute, Standard Number Z245.1, and waste

equipment operating standards of the National Solid Waste Management Association (NSWMA).

B.1.6 Hauling Containers

Contractor shall provide front and rear end loading containers, self-contained compactors or similar to the following specifications:

- a. Constructed of continuously welded steel with all welds and edges ground smooth;
- b. Have adequate reinforcement, stiffening, and protection at points of high stress and wear;
- c. Hold liquids without leaking and be equipped with a drain plug at the bottom on one end;
- d. Have heavy duty skids or rollers or other devices to keep the bottom of the container off the ground and reduce water when the container is moved;
- e. High tight-fitting doors or lids which shall meet the following specifications to completely seal the container prevent rodents, insects, and other pests from entering :
 - 1) heavy duty hinges;
 - 2) counterbalance springs;
 - 3) reinforced to prevent bending and warping;
 - 4) uniform color with non-fading pigment with a Pigment Volume Concentration (PVC) of at a minimum of 1%.

B.1.7 Cubic Yard Front End/Rear End Loading

Contractor shall provide front end/rear end loading containers with the capacity of two (2), four (4), six (6), and eight (8) cubic yards. The Contractor shall ensure the Cubic Yard Front End/Rear End Loading Containers meet the following specifications:

- a. Designed with side pockets to enable the container to be lifted by a hydraulic dumping unit and deposited in the hopper of a standard front end/rear end loading garbage packer truck.
- b. Stationary containers with wheels shall maintain working capacity to immobilize container in case of incidental contact.
- c. Constructed from steel with operational lids that completely close without bulging., splitting of seams, damage to doors, wheels or casters, or other damage of any kind.
- d. Wheels and Casters, if any must have self-lubricating bearings attached to heavy-duty casters, and must be able to withstand the wear and tear of nominal container usage.

- e. Container lids shall be permanently attached on one side with hinges so that the container dumping operation can be performed without interference between the lid and the waste material as it falls into the hipper.
 - 1) When closed, the lid shall completely cover the inside of the container. Lids may be made of galvanized steel or of polyethylene with a recycled content of at least 25%.
 - 2) Closed lids must be secure enough to remain closed under windy conditions or from disturbance by foraging animals.
- f. All containers shall have a programmable RFID Xtreme Metal Tag type (for dumpsters) approximately 5.75L x 2.4W x 0.31H inches with a minimum 6-foot read range on metal substrate.
- g. Other markings: Dumpster wrap to advertise/promote trash collections in high traffic areas might be required. All containers shall list in one easily readable location on the container, detailing of proper use of the container.

B.1.8 Ninety-six (96) Gallon Carts (Supercans)

The Contractor shall ensure that 96-gallon containers conform to the following specifications:

- a. Easily maneuverable with wheels and a handle for minimal effort required to push and or pull
- b. Permanently attached lid designed to be lift by a hydraulic dumping unit so that its content is deposited in the hopper of a standard rear-loading packer truck.
- c. Capacity of no less than 95-gallons with the lid in the normal closed position shall be capable of accommodating a working load of 300 pounds exclusive of the weight of the container.
- d. Outside Dimensions of the completely assembled container shall not exceed a height of 48 inches, a width of 31 inches, or a depth of 33 inches.
- e. Weight of the completely assembled empty container shall be approximately 45 pounds.
- f. Constructed of durable polyethylene with a recycled content of at least 25 percent (25 %) which minimally meets National Sanitation Foundation Standard No. 21 and shall have an average wall thickness of 0.1 inch.
- g. Wheels with semi-pneumatic rubber tires and self-lubricating bearings. The axle shall be constructed of solid steel with a minimum diameter of 5/8" or similar.
- h. Lid when closed, shall have a convex shape, which continuously laps over all the outside edges of the container body. Lids shall also
 - 1) have permanently attached with a hinge;

- 2) functional dumping operation that can be performed by a hydraulic dumping unit without interference between the lid and the waste material;
 - 3) be designed to permit lifts so that contents are deposited in the hopper of a standard rear-loading garbage packer truck.
 - 4) have latch or other means to secure lid to ensure closure during windy conditions; or when the container falls over; must withstand foraging animals.
- i. Handle with a minimum width of 12 inches. No sharp plastic or metal edges shall come in contact with hands when using the handle in a normal position.
 - j. Hardware used on any portion of the container shall be stainless steel, zinc-plated steel, cadmium-plated steel, or galvanized steel.
 - k. Container when empty shall be capable of maintaining an upright position by withstanding winds of at least 15 mph from any direction.
 - l. Containers must have a manufacturer-installed RFID programmable microchip in all 96-gallon carts; and a programmable RFID Xtreme Metal Tag type (for dumpsters) approximately 5.75L x 2.4W x 0.31H inches with a minimum 6-foot read range on metal substrates. Barcodes no longer will be an acceptable way to transmit data.

B.1.1 Route Optimization Software, GPS AVL Tracking, RFID Readers, Handheld Scanner or Comparable Scales.

Contractor shall use route optimization software; Web-based asset tracking software with integrated collection data management software to integrate RFID Reader data to data management dashboard.

Contractor shall service only DCHA sites identified on the pre-established routes. Non-government pulls are prohibited on designated/dedicated trucks collecting from government sites.

- a. Software shall track RFID ID value; date/time of service transaction; GPS coordinates of the container(s) to monitor and report daily real-time service transactions.
- b. Contractor shall provide DCHA COTR a license and access to
 - 1) the software platform, Automatic Vehicle Location/Global Positioning (AVL/GPS) System that offers real-time data with the capability to import data to/from the routing / scheduling database;
 - 2) RFID technology to collect information from various types of containers. Platform shall have the capability to produce collection reports based on District needs and set criteria; provide container management information; inventory reports; dashboard reporting integration; and support hand-held and mobile use applications.

B.1.2 MONITORING AND REPORTING

Contractor shall email Reporting to the DCHA COTR in accordance with following type, format and frequencies.

Reports trash weights in such a fashion that will allow the District to ascertain how facilities are performing on a monthly basis in support of diversion rates set forth by the District of Columbia Solid Waste and Multi-Materials Trash Act. Reporting shall reflect actual net tons recorded at the point-of-entry/scale at the trash transfer station.

a. Collection Report due monthly by the 5th

Report shall be integrated as part of the monthly invoice, reported in spreadsheet format, and report the number of trash collections by location to include the following information:

- 1) Customer Name
- 2) Service Address
- 3) Customer Account #
- 4) Cart or dumpster ID#
- 5) Size of containers;
- 6) Numbers of containers
- 7) RFID or Barcode#
- 8) Route#
- 9) Truck ID#
- 10) Pull type
- 11) Total# number of pulls (Cubic Yards) – actual with route weight tickets (identifying vehicle number), compactor and roll off weight tickets for all applicable sites
- 12) Collection schedule (days/week)
- 13) Unit Price
- 14) Per site weight – scale or estimated per truck/per route
- 15) Clear and legible weight tickets with service delivery time stamp
- 16) Itemized transaction, including fixed per pull pricing for all entries
- 17) Report should be submitted in electronic form

b. Receiving Report due monthly by the 5th

Report trash tonnage recorded at the transfer station scale. Report is required as a condition of the monthly invoices.

c. Monitoring due within 5 days of contract award

Contractor shall provide DCHA COTR with electronic access to real-time or end-of the day information collected from each container including date and time, container ID#, RFID#, container location, weights and/or quantity of items collected per site/route.

B.2 QUALIFICATIONS

Contractor must have a minimum of 3-years' experience with Trash Collection and Disposal Services within the District of Columbia.

Contractor must have experienced Operators able to maneuver through the facility easily (i.e. alley cat vehicle) at the time of proposal submission.

Contractor must have the labor and inventory capacity to provide the Scope of Services at the time of proposal submission.

B.3 CONTRACTOR CONFORMANCE WITH LAWS

B.3.1 Wage Determination Occupation Codes

Contractor and all of its subcontractors shall use the following Occupation Codes in performance of this contract.

No.	Occupation Title and Responsibilities
99730	<u>Refuse Collector</u> The Refuse Collector picks up garbage, trash, or refuse from homes, businesses, and other locations and deposits it in a truck.
31361	<u>Truck Driver Light</u> The Truck Driver drives Straight Truck less than 1 ½ tons with usually four (4) wheels

B.3.2 Licensing, Accreditation and Registration

The Contractor and all of its subcontractors (regardless of tier) shall comply with all applicable District of Columbia, State, and Federal Licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

B.3.3 Conformance with Laws

It shall be the responsibility of the Contractor to perform under the contract in conformance with the Department's Procurement Regulations and all statutes, laws, codes, ordinances, regulations, rules, requirements, orders and policies of governmental bodies.

B.3.4 References

The following documents are applicable to this solicitation and incorporated by reference:

No.	Document Title	Type
1	The District of Columbia Sustainable Solid Waste Management Amendment Act of 2014	DC Law
2	District of Columbia Municipal Regulations (DCMR) Title 11 DCMR, Chapter 21-7 Solid Waste Control	Municipal Reg.

SECTION C- INSTRUCTIONS, CONDITIONS AND NOTICE TO RESPONDENTS

C.1 GENERAL

The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish the requirements, format, and content of proposals so that proposals are complete, contain all essential information and may be evaluated easily.

C.2 SUBMISSION OF PROPOSALS QUESTIONS/INQUIRIES

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

District of Columbia Housing Authority
Office of Administrative Services/Contracts & Procurement
1133 North Capitol Street, NE, Suite 300
Washington, DC 20002-7599
Attention: Cheryl Moore, Contracting Officer
Email: chmoore@dchousing.org

Inquiries and/or questions concerning this RFP must be submitted in writing to the Issuing Office no later than Tuesday, August 28, 2018 by 12:00 PM noon. Please copy all inquiries sent to the Contracting Officer to with copy to business@dchousing.org. Answers to questions will be provided to all Respondents being solicited, giving regard to the proper protection of proprietary information. Responses will post by addendum to the DCHA website www.dchousing.org under the “Doing Business with DCHA”.

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

C.3 SITE VISIT- [RESERVED]

C.4 PRE-PROPOSAL CONFERENCE- [RESERVED]

C.5 SUBMISSION DATE

All proposals must be received by 11:00 AM on Friday, September 7, 2018.

Proposals shall be submitted in sealed packaging marked “**RFP E18-32 Emergency Trash Collection and Disposal Services at Various DCHA Properties**” and addressed to:

District of Columbia Housing Authority
Office of Administrative Services, Contracts and Procurement
Suite 300
1133 North Capitol Street, N.E.,
Washington, D.C. 20002-7599

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

C.6 CONTENT OF PROPOSALS

All proposals submitted for consideration will be reviewed by DCHA with the Respondent receiving the highest rating based on the criteria outlined in this section to be selected as the most capable of providing the services in a manner that is most advantageous to DCHA, cost and other factors considered.

Proposals shall not exceed 30 pages, excluding the Cost Proposal and supporting materials as detailed in Section C.6.1 and C.6.2 below. Proposals shall be submitted in two parts: Part I shall be titled, "Technical Proposal" and Part II shall be titled, "Cost Proposal". **Respondents shall submit one (1) original and four (4) copies of both the Technical Proposal and Price Proposal**, prepared in such format and detail as to enable DCHA to make a thorough evaluation thereof and to arrive at a sound determination as to whether the Respondent can meet the requirements set forth in this RFP. **The Technical Proposal shall not contain any pricing information.**

Proposals shall be organized as follows:

C.6.1 Proposal Format

Proposal responses must meet the following format requirements:

- Proposals shall be formatted on 8.5" by 11" letter-size paper, bound length-wise, with tabs to separate sections.
- Proposals must include each item in the order outlined below in Section C.6.2, C.7 and C.8 below.
- Each sub-section must be separated by tabs with sub-section headings.
- Technical Proposals are limited to thirty (30) pages, printed excluding the Title Page, Table of Contents, Section Dividers, exhibits, and supporting documentation.
- Proposals shall be paginated and organized as described below.

C.6.2 Proposal Content

PART I: Technical Proposal shall contain:

- 1) Table of Contents
- 2) Letter of Interest
- 3) Documentation to substantiate each listed Evaluation Criteria
 - Capacity
 - Experience Form
 - Service Schedule and Route
- 4) Experience with HUD Section 3 & Section 3 Plan
- 6) Minority Women Certified Business Enterprise (M/ WBE/ CBE) Equity Plan
- 7) Certifications and Attachments

PART II: Cost Proposal shall contain:

- 1) Pricing

C.7 TECHNICAL PROPOSAL

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

C.7.1 Table of Contents

C.7.2 Letter of Interest

Provide an introduction of Respondent detailing the history and attributes of the company; name and address of the Respondent; website and telephone number; email address of contact; a brief description of the understanding of the Scope of Services; ability to perform the work and history of providing the Trash Collection and Disposal Services.

C.7.3 Capacity

Provide a narrative and supporting documentation to substantiate Respondents Capacity to provide the Scope of Services to include:

- 1) Respondents current vehicle inventory and equipment inventory, the quantity, type and specifications (make, model, age) of vehicles that will be “dedicated” DCHA vehicles in performance of the contract,
- 2) Driver/Operator performance and experience with Scope of Services
- 3) Subcontractors by list to include company name, their role in performance of the DCHA contract, and subcontractor equipment and vehicles to be used in performance of the DCHA contract
- 4) Full disclosure of company ownership, and
- 5) Certification to meet contract deliverables, ability to meet minimum insurance requirements, and capacity for full compliance and deployment within five (5) days of contract award.

C.7.4 Experience Form

Complete the Experience.

Part I. Experience detail experience with the Scope of Services for based upon four (4) projects most similar within the past five (5) years. For each project including dates and description of services and name of clients and experience with expediting work.

Part II. Route Optimization Software, GPS, AVL Tracking, RFID Readers, Handheld Scanner or Comparable. Provide status of each at the time of proposal submission.

C.7.5 Service Schedule and Route

Provide the Proposed Service Schedule and Route for each of the properties included in this solicitation.

Carroll Apartments	410 M St SE 20003
Harvard Towers	1845 Harvard Street NW 20009
James Apartments	1425 N Street NW 20005
Garfield Terrace	2301 11th Street NW 20001
Judiciary Square	461 H Street NW 20001

C.7.6 Experience with HUD Section 3 and Section 3 Plan
(Supporting Documentation not included in 30-page limitation.)

Describe the Respondent’s experience with compliance with HUD Section 3 requirements and the results achieved. Review Section 3 requirements outlined in Section D.10 of this Solicitation and complete the “Action Plan for Section 3 Commitment” and an “Estimated Project Workforce Breakdown” as outlined in that section. Minimally address the following: (1) Indicate whether the Respondent has a valid Section 3 Certificate (issued by the Department of Housing and Community Development); (2) Provide a detailed description of the hiring plan for DCHA program participants, including the number and type of jobs to be provided and the number and type of training opportunities to be provided; (3) Provide a detailed description of the training plan for DCHA program participants, including whether interns will be contracted or if funding will be provided for training; (4) Outline the Respondent’s proposal, if any, to subcontract to Section 3 businesses; (5) Describe in detail the type of service to be provided, including a narrative clearly describing the results achieved in the Respondent’s experience in hiring and training Section 3 residents.

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

C.7.7 Minority/Women/Certified Business Enterprise (M/WBE) Equity Plan
(Supporting Documentation not included in 30-page limitation.)

- a. Respondents should submit narrative information about their policies, plans, activities and accomplishments in creating a diverse workforce, both in their legal and administrative support staffs. The narrative should also indicate any experience utilizing M/WBEs and to what extent minorities and women are included in the team that will advise DCHA.
- b. Describe the diversity profile of the Respondent’s shareholders, members or partners, of counsel and associates. Please include a description of how women and minorities hold positions of leadership in the Respondent’s organization, including any history of such participation.

C.7.8 Certifications/Attachments
(Supporting Documentation 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 General Conditions for Non-Construction Contracts Section I
- Attachment B: Tax Certification Affidavit
- Attachment C: Non-Collusive Affidavit
- Attachment D: Certificate of Eligibility
- Attachment E: Contract Compliance Requirements
- Attachment F: Payments to Subcontractors and Suppliers Certificate
- Attachment G: Representations, Certifications, and Other Statements of Bidders
- Attachment H: Statements of Bidders Qualifications
- Attachment I: Section 3 Contractor Compliance Agreements
- Attachment J: Conflict of Interest Certification
- Attachment K: List of Minority and Woman-Owned Banks
- Attachment L: Benchmark Standards and Menu of Expanded Options for Compliance with DCHA's Section 3 Program
- Attachment M: Wage Determination

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

C.8 COST PROPOSALS

Cost Proposal- Provide pricing that is consistent with the Scope of Services. Respondents' proposed price for each location.

C.8.1 Proposal Content

Complete Exhibit 2- Cost Proposal. Pricing must be proposed as a fixed fee per location.

Cost Proposals that are not submitted on Exhibit 2 in the format of Exhibit 2 will not be accepted. Points assigned to Respondent in this category will be based on price and will be compared in accordance with the total price provided. **The Respondent with the overall lowest price will receive the maximum points. All others proposals will receive a proportionately lower total score.**

C.8.2 Fair Price Statement

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

C.8.3 Allowable Costs

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

C.8.4 Cost Analysis

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

C.8.5 Travel

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

C.9 CONFLICT OF INTEREST

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

C.10 COMPLETE PROPOSALS

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

C.11 MANNER OF AWARDS

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

C.12 RETENTION

All proposals are the property of DCHA, shall be retained by DCHA, and therefore, will not be returned to the Respondent.

C.13 FAILURE TO SUBMIT RESPONSE

Recipients of this solicitation not responding with a proposal should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or email, whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer of the reason(s) for not submitting a proposal in response to this solicitation. If a recipient does not submit a proposal and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list for one (1) year after the closing date of this solicitation.

C.14 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal to this solicitation are not desired and may be construed as an indication of the Respondent's lack of cost consciousness. Elaborate artwork, expensive paper bindings, and expensive visual and other presentation aides are

neither necessary nor desired. No credit will be given for general marketing or promotional materials.

C.15 PROPRIETARY OR CONFIDENTIAL INFORMATION

A Respondent including proprietary or confidential information in its proposal shall conspicuously mark each page as proprietary or confidential if the Respondent does not want the proprietary or confidential information disclosed to the public or used by DCHA for other than evaluation purposes. DCHA reserves the right to determine the proprietary or confidential nature of the information and shall treat such information accordingly, based on its sole determination.

C.16 LATE PROPOSALS, MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

a) Proposals and modifications to proposals that are received in the DCHA Office of Administrative Services office after the exact time specified in the RFP are “late” and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- 1) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of proposal;
- 2) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the RFP was caused by mishandling of the DCHA after receipt; or
- 3) The proposal is the only proposal received.

b) The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification, or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the Respondent can furnish evidence from the postal authority of timely mailing.

c) Any request for withdrawal or request for modification received after the time and date set for submission of proposals at the designated location for submission shall be considered “late”.

d) A late proposal, late request for modification, or late request for withdrawal shall not be considered, except as provided by this section.

e) A late modification of a successful proposal which makes its terms more favorable to DCHA shall be considered at any time it is received and may be accepted at the sole discretion of DCHA.

C.17 FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF RESPONDENT

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

C.18 SIGNING OF PROPOSALS

The Respondent shall sign and print or type its name on the proposal. The signing of the proposal shall deem all information contained therein as true and accurate. Any false or misleading information contained in the proposal may be grounds for disqualification (if determined prior to selection of award) or termination (if discovered after award). Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of the agent's authority to bind the Respondent, unless that evidence has been previously furnished to the Contracting Officer.

Proposals by a partnership must be signed with the partnership name, by or on behalf of a partner or by an authorized representative, including designation of the person signing, if applicable. Proposals by a limited liability company shall be signed by a member or on behalf of a member or manager of the company, including the designation of the person signing, if applicable. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the President or Vice President and attested to by the Secretary of the Corporation or other persons authorized to bind the Corporation and the Corporate Seal affixed thereto. If the proposal is signed by other than the President or Vice President, evidence of authority to so sign must be furnished in the form of an extract of minutes of a meeting of the Board of Directors or extract of by-laws certified by the Corporate Secretary with Corporate Seal affixed thereto.

The names of all persons signing shall be typed or printed below the signatures. Any proposal by a person who affixes to his signature the word "President", "Vice President", "Secretary", "Agent", or other designation, without disclosing his principal, may be held personally to the proposal. Proposals submitted by a joint venture must be signed by all authorized venture personnel.

C.19 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, D.C. Code §2-531 *et seq.* (FOIA), provides for the disclosure of public information upon request. Specifically, the law provides that "any person has the right to inspect, and, at his or her discretion, to copy any public record of a public body except as expressly exempted by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District." D.C. Code §2-1701(13). Thus, public information submitted in

response to this solicitation may be subject to disclosure in response to a request made under the FOIA.

C.20 PROPOSAL GUARANTEE AND ACCEPTANCE PERIOD

Proposals must be accompanied by a written guarantee that the Respondent will keep its initial offer open for at least ninety (90) days and that, if a best and final offer is made, it will keep its best and final offer open for a period of at least sixty (60) days thereafter; and upon acceptance by DCHA of a best and final offer, that it will execute the contract and meet other requirements within the times specified in the solicitation.

C.21 ACKNOWLEDGMENT OF ADDENDA/AMENDMENTS

Respondents shall acknowledge in their proposals receipt of addenda or amendment(s) to this solicitation by signing the document on the acknowledgment line of the addenda or amendment. A Respondent's failure to acknowledge an addendum or amendment may result in rejection of the offer.

SECTION D - CONTRACT TERMS

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

D.1 TERM OF CONTRACT

The period of performance for the awarded contract shall be for six (6) months from the date of award, as deemed appropriate in the representation of DCHA and subject to the availability of funds.

D.2 TYPE OF CONTRACT

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

D.3 TIME

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

D.4 INSURANCE

The successful Respondent, at its expense, shall obtain the minimum insurance coverage set forth below and keep such insurance in force throughout the contract period. All insurance provided by the Respondent in this section shall set forth DCHA as an additional insured (**as applicable**).

The Respondent shall carry and pay for:

MINIMUM INSURANCE REQUIREMENTS
BASIC COVERAGE

Commercial General Liability (GL): Per Occurrence: \$2,000,000 Aggregate: \$4,000,000 Products and Completed Operations: \$2,000,000 Personal/Advertising Injury: \$2,000,000
Automobile Liability: \$1,000,000 per occurrence
Workers' Compensation: Statutory Limit
Employer's Liability: This coverage is not available to employees if Worker's Compensation applies (<i>see</i> 32 DC Official Code § 1504). If and when Employer's Liability insurance applies, however, the minimum requirements are as follows: Each Accident: \$500,000 Employee Disease: \$500,000 Disease-Policy Limit: \$500,000
ADDITIONAL COVERAGE (Requirements to be determined depending on the contract.)
Umbrella or Excess Liability: \$ 5,000,000
Employment Practices Liability: Per Occurrence: \$2,000,000 Aggregate: \$4,000,000
Employee Dishonesty: \$250,000

With respect to (i) and (ii) above; these policies shall be endorsed to name the DCHA as an additional insured and as a loss payee.

With respect to policies described above:

- (a) These policies must be in place before the execution of the contract, as in-force insurance is a condition precedent to the contract;
- (b) Contractor shall provide DCHA with Certificate of Insurance **annually** as evidence of the limits of coverage described above;
- (c) In the event the Contractor's insurance expires during the term of the contract, Contractor shall provide DCHA with copies of renewal certificates thirty (30) days prior to the expiration date of the expiring coverage;
- (d) Insurance contracts shall require the insurance company to notify DCHA in the event of a substantial change in coverage during the policy term; and
- (e) The insurance provider must have an A.M. Best Company rating of A-VIII or higher by companies authorized to do business and in good standing in the District of Columbia, on such conditions, and with such beneficial interest appearing thereon as shall be acceptable to the DCHA.

In the event a claim arises out of this contract, the Contractor will promptly notify the DCHA Contracting Officer Technical Representative (COTR), and the DCHA Office of Risk

Management (ORM) at ORM@dchousing.org. In addition, the Contractor will investigate and furnish the DCHA COTR and ORM with reports of all accidents, claims and potential claims for damage or injury and will cooperate with its insurers and those of DCHA.

D.5 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless HUD and DCHA, and its respective employees, agents, contractors, Board of Commissioners, members, managers and other representatives (the “Indemnified Parties”), from any loss, cost, damage, claim, demand, suit, liability, judgment and expense (including any attorney fees and other costs of litigation) arising out of or resulting from or in connection with any work called for or performed under this contract, any breach by the Contractor, its agents, and employees of any provision of this contract, or any negligent or bad faith act(s) or omission (s) or the negligent performance of this contract by the Contractor, its agents, and employees or any other person or entity for which the Respondent may be responsible. Any provisions or limits of insurance set forth in this contract shall not limit the Contractor’s liability. At its own expense, the Contractor shall obtain the necessary insurance coverage acceptable to DCHA to comply with this indemnification requirement; provide evidence of such coverage to DCHA and such coverage shall be in place before the execution of the contract awarded and as a condition to it. This insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured under your policy.

D.6 OPTION TO EXTEND THE TERM OF THE CONTRACT- [RESERVED]

D.7 METHOD OF COMPENSATION

Monthly Payment of Services:

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

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

District of Columbia Housing Authority
Accounts Payable
1133 North Capitol Street, NE, Suite 329
Washington, D.C. 20002-7599
Email: DCHApayments@dchousing.org

- b. Proper invoices shall contain the following information:
- Contract Number
 - Purchase Order Number
 - Identification of matters/services performed consistent with the contract requirement and supporting documentation to include address where services were provided, date services were performed, Contractor staff that provided Services, work ticket and or reporting.
- c. Failure to provide all documentation as outlined in item “b” above may delay payment of invoices.
- d. DCHA’s Office of Financial Management and DCHA’s Accounts Payable Division processes checks for payment every Thursday. When that date falls on a weekend or holiday, checks will be processed on the next business day.

D.8 TASK ORDERS- [RESERVED]

D.9 AFFIRMATIVE ACTION PROGRAM

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

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

All Contractors shall comply with the Section 3 Program, as defined in the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u) (Section 3), amended by the Housing and Community Development Act of 1992 (1992 Act) (commonly known as and herein after as the Section 3 Program). Section 3 compliance requires all Contractors performing work on behalf of the DCHA or any of its subsidiaries to ensure that training, employment, contracting and other economic opportunities generated by the Federal financial assistance shall, to the greatest extent feasible, be directed toward low-income and very-low-income persons, particularly those who are recipients of government assistance for housing.

The minimum numerical goal for employment shall be equal to ten percent (10%) of the total number of labor hours on the contract issued. A second option for compliance under this act is to annually enroll Section 3 individuals, totaling a minimum of thirty percent (30%), into an Apprenticeship program. A third option is to subcontract to a Section 3 business concern. In accordance with the HUD regulations, ten percent (10%) of the subcontract may be awarded to Section 3 business concerns for construction and three percent (3%) of the subcontract may be awarded to Section 3 business concerns for non-construction contracts. A fourth option for compliance is to propose a unique program that provides internships for residents or program participants or provides pro bono services to DCHA program participants or Section 3 businesses. Cash donations to DCHA’s Section 3 Fund are presented as a “last resort option” to all Contractors. This option is made available to Contractors who have exhausted all priority preferences and are unable to hire or train Section 3 individuals as the contract is immediate and the period is minimal or the skill sets required by the staff is too technical or too advanced for the Section 3 individuals seeking employment. The funds received will be used to provide training, uniforms, or transportation for Section 3 individuals.

Contractors and subcontractors will:

- 1) Incur all costs required for compliance with the applicable regulations;
- 2) Be subject to DCHA monitoring for compliance; and
- 3) Accept any applicable penalties for noncompliance.

The Contractor must provide an “Action Plan for Section 3 Commitment” and an “Estimated Project Workforce Breakdown” along with their bid proposal to be considered for contract award. A Section 3 Commitment is required prior to and as a condition of contract award. DCHA contracts will not be awarded without an

approved Section 3 Commitment. These documents should include a brief narrative description of the contract, training and/or job opportunities for Section 3 participants as a part of this contract. The details of this plan should include the number of Section 3 participants to be hired, a list of tasks, description of skills associated to those tasks, the estimated total hours of those tasks under this contract, and a description of the methods to be used to achieve the respective Section 3 Commitment. A template of the Action Plan for Section 3 Commitment and a copy of the Estimated Project Workforce Breakdown have been enclosed with this solicitation (**Attachments**).

DCHA recognizes that the Contractor seeks trainees and/or employees that meet certain requirements. In order to better facilitate this goal, all efforts to hire to meet the Contractor’s Section 3 goals must be coordinated through the DCHA Section 3 Compliance Coordinator. **Each Section 3 Plan will be rated on the quantity of job opportunities and on the quality of the training and/or the development of skills that lead to economic self-sufficiency and careers.**

Examples of Opportunities

Administrative/ Management	Accounting, payroll, research, bookkeeping, purchasing, word processing
Services	Appliance repair, florists, marketing, carpet installation, janitorial, courier, photography, catering, landscaping, printing, computer/information, manufacturing, transportation.
Construction	Architecture (intern), bricklaying, carpentry, cement/masonry, demolition, drywall, electrical, elevator construction (apprentice), fencing, heating, iron works, machine operation, painting, plastering, plumbing, tile setting.

See Attachment L: Benchmark Standards & Menu of Expanded Options for Compliance with DCHA’s Section 3 Program

Non-Compliance Procedures

Any Contractor who fails to make a positive effort to meet the hiring and contracting goals described in the Section 3 Plan may be determined to be non-compliant. After a determination by DCHA that the Contractor has failed to comply with the Section 3 terms of their contract, DCHA shall serve notice of such non-compliance to the Contractor or its representative. The Contractor shall be responsible for notifying any subcontractor(s) who is not in compliance.

Upon request, the Contractor determined to be non-compliant shall meet with DCHA within three (3) working days of written notice in order to determine a method of correcting the deficiencies and determining the time period within which such remedy shall be effective. If remedy is not agreed upon within three (3) working days of the required notice, DCHA shall prescribe the remedy by which deficiencies shall be corrected and notify the Contractor in writing of such a determination. If the Contractor

does not correct the deficiencies in the manner as directed by DCHA within thirty (30) calendar days, DCHA may impose any or all of the following sanctions:

- (a) Withholding payments;
- (b) Termination for default or suspension of contract; or
- (c) Placing the Contractor on a list of Contractors who fail to comply with DCHA Section 3 requirements.

Monitoring

DCHA will conduct unscheduled site visits to interview all Section 3 hires. DCHA will also review weekly payrolls and other supportive documentation.

Reporting

Contractor must submit quarterly reports regarding their Section 3 activities as requested by the Section 3 Compliance Coordinator. If Contractors choose to contract with Section 3 business concerns, they must also submit proof of payment to those businesses.

Within five (5) business days of project completion, Contractors are required to provide a narrative of their efforts and outcomes as it relates to Section 3 activity to the DCHA Section 3 Compliance Coordinator.

Contact

Please consult the Data Management and Section 3 Compliance Specialist, Office of Resident Services, Hanna Koerner at 202.535.1517 hkoerner@dchousing.org for additional information or assistance with the completion of your Section 3 Action Plan.

D.11 RESTRICTION ON DISCLOSURE AND USE OF DATA

A Respondent including proprietary or confidential information in its proposal shall conspicuously display the following information on the first page of the offer if the Respondent does not want the proprietary or confidential information to be disclosed to the public for any purpose or used by DCHA except for evaluation purposes:

- D.11.1 That the proposal includes proprietary or confidential information that shall not be disclosed outside of DCHA and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the proposal;
- D.11.2 That if a contract is awarded to the Respondent, DCHA shall have the right to duplicate, use or disclose the proprietary or confidential information to the extent provided in the contract;
- D.11.3 That this restriction does not limit DCHA's right to use the proprietary or confidential information if it is obtained from another source without restriction;
- D.11.4 That the Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction; and

D.11.5 The Respondent shall not designate as proprietary or confidential information the name of the Respondent, the proposal price, or any information that is not actually proprietary or confidential.

In addition to the requirements above, the Respondent shall conspicuously mark each separate sheet containing proprietary or confidential information it wishes to restrict with a notation to the effect that the use or disclosure of proprietary or confidential information contained on the sheet is subject to the restriction set forth on the first page of the proposal.

D.12 RESPONSIBLE CONTRACTORS

DCHA will only award contracts to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a Respondent, DCHA will consider such matters as the Respondent's:

- a. Integrity;
- b. Compliance with public policy;
- c. Record of past performance; and
- d. Financial and technical resources.

Before a proposal is considered for award, the Respondent may be requested by DCHA to submit documentation regarding any of the items in the paragraphs above. Failure by the Respondent to provide such additional information shall render the Respondent ineligible for award. In addition, DCHA may conduct site visits to the Respondent's office or facility to verify information contained in the proposal.

D.13 EMPLOYEE DISHONESTY INSURANCE

Upon contract award, Respondent shall provide evidence of Employee Dishonesty Insurance for an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), obtained at its own expense, for the purpose of protecting against dishonest acts of the Respondent and its employees. DCHA must be named as the loss payee. The insurance company, form, limits and content of such coverage will be subject to the approval of DCHA.

D.14 RESPONDENT'S KEY PERSONNEL

The key personnel specified in the Respondent's proposal are considered to be essential to the work being performed under the contract. Prior to diverting any of the key personnel for any reason(s), the Respondent shall notify the Contracting Officer in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract.

D.15 CONSENT TO SUBCONTRACT

The Respondent must obtain the consent of DCHA to subcontract any portion of the work. All Respondents are required to include in their proposal a list of any proposed

subcontractors, and a list of tasks/items, if any, which the Respondent intends to subcontract all or any portion of work.

D.16 FAIR HOUSING EQUAL OPPORTUNITY CLAUSE

During the performance of the contract, the Contractor shall not discriminate on the basis of race, color, religion (creed), sex, national origin, handicap or familial status, or the existence or use of a policy or practice, or any arrangement, criterion or other method of administration which has the effect of denying Equal Housing Opportunity, or which substantially impairs the ability of persons to apply for or receive the benefits of assistance because of race, color, religion (creed), sex, national origin, handicap or familial status, in the sale, rental or other disposition of residential properties or related facilities, including land to be developed for residential use, or in the use or occupancy thereof.

D.17 THE AMERICAN WITH DISABILITIES ACT OF 1990 (ADA)

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

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

During the performance of the contract, the Contractor and all of its subcontractors shall comply with the Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against persons with disabilities in federally funded programs and activities. DCHA has entered into a Voluntary Compliance Agreement that requires a minimum of 6 percent (6%) of the public housing units constructed will comply with Uniform Federal Accessibility Standards (“UFAS”). DCHA may require more than 6 percent (6%) in an applicable revitalization plan. In addition, all other units constructed must comply, as applicable, with the Fair Housing Act guidelines on accessibility. See 29 U.S.C. §794.

D.19 NO WARRANTY

Respondent is required to examine the RFP, specifications and instructions pertaining to the services required. Failure to do so will be at the Respondent’s own risk. It is assumed that the Respondent has made full investigation so as to be fully informed of the extent and character of the services requested and of the requirements of the specifications. No warranty is made or implied as to the information contained in the RFP, specifications, and/or instructions.

D.20 EXPENSE OF THE RFP SUBMISSION

All expenses incurred in the preparation and submission of proposals in response to the RFP shall be borne by the Respondent.

D.21 CANCELLATION

DCHA reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of DCHA. DCHA further reserves the right to waive

any minor information on any proposal received, if it is in the best interest of DCHA to do so. The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP, shall be at the sole and absolute discretion of DCHA.

D.22 PROTEST

Any party involved in a dispute with DCHA related to any procurement decision that has unfavorably affected the aggrieved party is entitled to a resolution of the dispute in a timely manner and in accordance with applicable local or Federal law. The protestor, as defined below, in all instances, must pursue a remedy through the established administrative procedures of DCHA prior to pursuing protest with the Federal agency, defined below. Guidelines and procedures that must be followed are presented herein.

DEFINITIONS

Contracting Officer. The person within DCHA or DCHA duly authorized by the governing body thereof to administer contracts for, and in the name of DCHA or its instrumentality applicable.

Executive Director. The Executive Director of the District of Columbia Housing Authority (DCHA).

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

Protester. Any Respondent to a solicitation made by DCHA who has submitted a bid, quotation, or proposal that contains all the material requirements of the solicitation who has received an unfavorable decision concerning the results thereof and has a valid basis to challenge the award decision; or any Respondent who files a complaint based on the content of the RFP, prior to the proposal due date, based on specific facts giving rise to any such complaint.

PROCEDURES

1. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days of contract award by the Contracting Officer on behalf of DCHA, or the protest will not be considered, unless a different time period has been established, if applicable. In such cases, the time-period set forth in the solicitation and/or contract prevails. The complaint must be in writing, and at a minimum must identify the name, address and phone number of the Protestor; Solicitation number and project title; a detailed statement of the basis for the protest; supporting evidence or documents to substantiate any arguments; form of relief requested.
2. The Contracting Officer may suspend the procurement pending resolution of the protest, if warranted by the facts presented.

3. The Contracting Officer shall issue a written decision to the Protestor within ninety (90) days of its receipt by certified mail with return receipt requested. The written decision shall state a description of the claim; a reference to the pertinent clause; a statement of the factual areas of agreement or disagreement; a statement of the Contracting Officer's decision with supporting rationale; and a statement referencing appeal rights.
4. The Contracting Officer's Final Decision may be appealed to the DCHA Executive Director through the Office of the General Counsel. Such request must be in writing and made within ten (10) calendar days of receipt of the Contracting Officer's decision.
5. The DCHA Executive Director's decision may be appealed to the District of Columbia Board of Contract Appeals (CAB) or other court of competent jurisdiction as determined and agreed to by the Parties. The appeal must be filed within thirty (30) days of receipt of the decision rendered by the DCHA Executive Director, or other time period required by the selected court of competent jurisdiction, as applicable.
6. The DCHA Board or Commissioners has no jurisdiction over Bid Protests.

All protests, except those directed to CAB, shall be addressed to the administrative offices of DCHA. The address of the administrative offices of DCHA is as follows:

District of Columbia Housing Authority
Office of Administrative Services
Contracts and Procurement
1133 North Capitol Street, N.E. Suite 300
Washington, D.C. 20002-7599
Attn: Contracting Officer

D.23 BEST AND FINAL OFFERS

DCHA may award a contract upon the basis of initial responses received, without discussion. Therefore, each initial Proposal should contain the Respondent's best terms from a cost and technical standpoint. However, if discussions are held with one Respondent, all Respondents within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written best and final offers ("BAFO's") at the designated date and time. If modification is submitted, it must be received by the date and time specified and is subject to the "Late Submission, Modifications and Withdrawals of Proposals" provisions of this solicitation.

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

D.24 DAVIS BACON REQUIREMENTS

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

D.24.1 Contractors construction agreements must affirm that:

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

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

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

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

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

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

D.25 MCNAMARA - O'HARA SERVICE CONTRACT ACT

Respondent shall be required to comply with the requirements of the McNamara-O'Hara Service Contract Act of 1965 (SCA), as amended, 41 U.S.C. 351, *et seq.*, and the implementing regulations found in 29 C.F.R. 4. The McNamara-O'Hara Service Contract Act requires contractors and subcontractors performing services on prime contracts in excess of \$2,500 to pay service employees in various classes no less than the wage rates and fringe benefits found prevailing in the locality, or the rates (including prospective increases) contained in a predecessor contractor's collective bargaining agreement. For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over forty (40) in a workweek.

D.26 SELECTION NON-BINDING

The selection by DCHA of a Respondent to be s the most responsive or included in the competitive range indicates only DCHA's intent to negotiate with the Respondent, and

the selection does not constitute a commitment by DCHA to execute a final agreement or contract with the Respondent.

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

D.27 QUALIFIED BIDDERS LISTING (QBL)-

DCHA will establish with this RFP a Qualified Bidders Listing (“QBL”) for all Respondents determined to be in the competitive range by the Contracting Officer but not selected for award. DCHA reserves the right to award one or multiple contracts in each area as defined in Section B – Description of Services.

Any Respondent not selected for award but within the competitive range will be placed on the QBL for further consideration of contract award by an affiliate of DCHA for a period of up to one year after the DCHA Board approval. DCHA will offer the contractor an option to extend its placement on the QBL for an additional one year. Placement on the QBL will not exceed the period of performance specified for the services required under the solicitation.

DCHA or its affiliated entity reserves the right to award one or multiple contracts for the Services solicited by this solicitation.

The Respondent may request removal from the QBL at any time during the active period of the listing. In the event DCHA removes a Respondent from the QBL, the Respondent becomes ineligible to receive any request for legal services for the remaining term of the QBL and cannot be placed on the active QBL until DCHA issues a new solicitation for title services.

The Respondent shall ensure that the prices offered under this solicitation allow for placement on the QBL Listing for a period of two years. Placement on the QBL Listing is not an award of services and guarantees no minimum award amount.

SECTION E - EVALUATION FACTORS FOR AWARD

E.1 EVALUATION OF PROPOSALS

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

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

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

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

E.2.1 DCHA will make an award to the most responsible and responsive Respondent whose offer conforms to the solicitation and is most advantageous to the DCHA (i.e., that which represents the best value to the DCHA), cost or price and other factors considered.

E.2.2 DCHA may award a contract to other than the lowest priced Proposal. In the event that two or more proposals are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most responsive.

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

E.2.4 DCHA intends to make multiple awards to ensure availability of a wide range of products or services.

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

E.3 EVALUATION AND SELECTION CRITERIA

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

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

The following evaluation factors will be used in determining the competitive range, **with a total possible score of 152.5 points.**

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

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TECHNICAL AND COST EVALUATION FACTORS

Criteria	Maximum Points
<p>CAPACITY Provide a narrative and supporting documentation to substantiate Respondents Capacity to provide the Scope of Services to include:</p> <ol style="list-style-type: none"> 1) Respondents current vehicle inventory and equipment inventory, the quantity, type and specifications (make, model, age) of vehicles that will be “dedicated” DCHA vehicles in performance of the contract, 2) Driver/Operator performance and experience with Scope of Services 3) Subcontractors by list to include company name, their role in performance of the DCHA contract, and subcontractor equipment and vehicles to be used in performance of the DCHA contract 4) Full disclosure of company ownership, and 5) certification to meet contract deliverables, ability to meet minimum insurance requirements, and capacity for full compliance and deployment within five (5) days of contract award. 	35
<p>EXPERIENCE Complete the Experience Form. Part I. Experience detail experience with the Scope of Services for based upon four (4) projects most similar within the past five (5) years. For each project including dates and description of services and name of clients and experience with expediting work. Part II. Route Optimization Software, GPS, AVL Tracking, RFID Readers, Handheld Scanner or Comparable. Provide status of each at the time of proposal submission.</p>	25
<p>SERVICE SCHEDULE AND ROUTE Evidence of Respondent’s approach and methodology and professional competency to provide timely inspections.</p>	30
<p>Section 3</p> <ol style="list-style-type: none"> 1. <u><i>*For non-construction contracts: Proposes to have DCHA residents or program participants as interns. For construction contracts: Proposes to have DCHA residents or program participants as apprentices. (2 pts.)</i></u> 2. Demonstrated evidence of successful past performance with the fulfillment of Section 3 Commitments. (3 pts.) 3. Will hire DCHA residents or program participants for appropriate employment opportunities within the firm or any of its affiliated subcontractors. (4 pts.) 4. Proposes to provide funding for training for a DCHA resident or program participant. (3 pts.) 5. Will provide pro bono services to resident controlled companies or residents desiring to start a company either as a for-profit or non-profit entity. (2 pts.) 6. **Proposes to subcontract supportive services to Section 3 businesses. (2 pts.) 7. ***Vendor submits a unique proposal that supports the requirement of Section 3 “to provide DCHA residents and program participants with training and/employment opportunities”. (4 pts.) 	20
<p>COST</p>	
<p>COST PROPOSAL Complete Exhibit 2- Cost Proposal. Pricing must be proposed as a fixed fee per location. Cost Proposals that are not submitted on Exhibit 2 in the format of Exhibit 2 will not be accepted. Points assigned to Respondent in this category will be based on price and will be compared in accordance with the total price provided. The Respondent with the overall lowest price will receive the maximum points. All others proposals will receive a proportionately lower total score.</p>	30
Maximum Technical Points	140

E.3.1 SECTION 3

MAXIMUM 20 TECHNICAL POINTS

*Approved apprenticeship and trainee programs include: 1) an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor; 2) a State Apprenticeship Agency; 3) an on-the-job training program approved by the Bureau of Apprenticeship and Training in accordance with the regulation at 29 CFR part 5; 5) a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

**A Section 3 Business is defined as a business that is 51% or more owned by low-income individuals OR, a business whose full time workforce includes, at minimum, 30% low income individuals OR, a business who subcontracts in excess of 25% of the total amount of its contract to Section 3 businesses.

***Sponsoring DCHA program participant(s) involves:

- Providing the financial means necessary for the program participant(s) to receive training in a specific trade or other method of higher learning;
- Providing mentoring to the program participant(s) sponsored; and
- Committing to hire the respective program participant(s) after successful completion of their specialized training.

E.3.2 BONUS POINTS

MAXIMUM 12.5 POINTS

**BUSINESS ENTERPRISE DESIGNATION POINTS FOR SMALL
MINORITY/WOMEN OWNED BUSINESS**

(Maximum 10 Bonus Points)

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

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

The following definitions apply for the DCHA Business Enterprise Designation

“**Local**” means within the Metropolitan Business Area.

“**Small**” means a firm with 500 employees or less.

“**Minority**” means 51% ownership.

“**Women-Owned**” means 51% ownership.

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

The points will be awarded in the following manner:

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

CERTIFIED BUSINESS ENTERPRISE PARTICIPATION

(Maximum 2.5 Bonus Points)

DCHA will recognize the District of Columbia’s Certified Business Enterprise (“CBE”) certification. In recognition of the District’s CBE certification, DCHA will use the following CBE point system below to determine the number of points awarded to entities with CBE certification. Please be advised that if one (1) or more team members are a CBE, DCHA will only award points for one CBE team member. The point award will be based on the CBE with the highest number of preference points awarded by the District.

District of Columbia	D.C. Housing Authority
10-12 Preference Points	2.5 Preference Points
6-9 Preference Points	2.0 Preference Points
2-5 Preference Points	1.0 Preference Points

TOTAL MAXIMUM POINTS (to include Bonus) 152.5 POINTS

SECTION F-TIMETABLE (SELECTION PROCESS)

F1. TIMETABLE

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

Advertise Date	
Issuance of RFP	Monday, August 20, 2018
Deadline for Submission of Inquiries/Questions	Tuesday, August 28, 2018
Submission of Proposals	Friday, September 7, 2018
Evaluation Period	TBD
DCHA or Board Committee Review (if applicable)	Not Applicable
Presentation to DCHA Board of Directors for Contract Approval (if applicable)	Not Applicable
Contract Award	TBD

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

ALL PROPOSALS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY DCHA. THE RESPONDENT(S) RECEIVING THE HIGHEST RATING, BASED ON THE CRITERIA PRESENTED ABOVE, WILL BE SELECTED AS BEING THE MOST CAPABLE OF PROVIDING THE SERVICES AND SUPPLIES IN A MANNER THAT IS

MOST ADVANTAGEOUS TO DCHA, COST AND OTHER FACTORS CONSIDERED. DCHA MAY REJECT ANY OR ALL PROPOSALS THAT ARE DETERMINED NOT TO BE IN DCHA'S BEST INTEREST. IN ADDITION, DCHA RESERVES THE RIGHT TO WAIVE ANY MINOR INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES DCHA'S BEST INTEREST IN DOING SO.

SECTION G – EXHIBITS, APPENDICES & ATTACHMENTS

G.1 EXHIBITS

[Exhibit 1-](#) Experience Form

[Exhibit 2-](#) Cost Proposal

G.2 APPENDICES

G.3 ATTACHMENTS

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

[Attachment A-](#) HUD 5370-General Contract Conditions for Small Construction/
Development Contracts

[Attachment B-](#) Tax Certification Affidavit

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

[Attachment D-](#) Certificate of Eligibility

[Attachment E-](#) Contract Compliance Requirements

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

[Attachment G-](#) Representations, Certifications, and Other Statements of
Bidders

[Attachment G-](#) Representations, Certifications of Offerors (Non-Construction)

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

[Attachment I-](#) Section 3 Contract Compliance Agreements

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

Attachment K- Reserved

[Attachment L-](#) Benchmark Standards and Menu of Expanded Options for
Compliance with DCHA's Section 3 Program

[Attachment M-](#) HUD 5369 Instructions to Bidders for Contracts Public and Indian
Housing Programs

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

[Attachment N-](#) Wage Determination