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DISTRICT OF COLUMBIA HOUSING AUTHORITY  
CONTRACTS AND PROCUREMENT

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**REQUEST FOR PROPOSAL**

0021-2018

**ISSUE DATE: June 4, 2018**

**CLOSING DATE: July 5, 2018**

**CAPTION: Professional Architectural and Engineering Services**

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## **SECTION A –INTRODUCTION**

### **A.1 OVERVIEW**

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

### **A.2 BACKGROUND**

The District of Columbia Housing Authority, Office of Capital Programs (OCP) requires various professional services to support the efforts of its development and modernization projects. The Architectural and Engineering Professional Services within this solicitation are required resources by OCP to administer Program objectives in support the DCHA mission to provide quality affordable housing to extremely low- through moderate-income households and fosters sustainable communities.

Architectural and Engineering Services that may be required will include projects range from moderate rehab to complete development.

### **A.3 SELECTION PROCESS**

Expedient implementation will be required and only those firms, which demonstrate the ability to perform under tight schedules and demonstrate the capability to provide comprehensive services, shall be considered.

DCHA intends to award multiple contracts for both its capital and development programs. The work will be done through task orders that will specify the scope of work, project milestones and dollar amount for deliverables to be accomplish in the performance the work, prior to DCHA acceptance.

## **SECTION B – SCOPE OF SERVICES**

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

Exact nature and extent of services requested will vary. Primary tasks for each awarded Task Order may include but are not limited to the following:

- B.1.1 Provide a broad range of comprehensive A/E services on an as-needed basis to include but are not limited to: inspection of facilities, analysis of green building checklists, development of physical needs assessments, development of plans for redevelopment and correction of physical deficiencies, and the development of existing/construction drawings and technical specifications for construction projects. (Wherein all drawings and documents shall indicate the hazardous material testing and the development of abatement plans, when required.);
- B.1.2 Complete cost estimates, review of planning documents for construction management and environmental assessments;
- B.1.3 Some tasks performed under this solicitation will be for DCHA's Job Order Contracting Program for Construction in which the designs work will be significantly abbreviated;
- B.1.4 Prepare full detailed drawings, construction documents, and specifications may be required;
- B.1.5 Minimize drafting and repetitive operations as applicable;
- B.1.6 Accelerate work and have the ability to work in phases as stipulated in the scope of services;
- B.1.7 During the performance of services, design, engineering and conformance to code and regulations will be the primary emphasis;
- B.1.8 Attend project related meetings as agreed per Task Order.
- B.1.9 Provide site inspection services for commercial as well as residential projects;
- B.1.10 Provide technical assistance to Project Manager with project review, status updates, invoice certification of percentage of work completed, balance of work to be completed and whether or not the remaining budget would be sufficient to complete the work;
- B.1.11 Certify the completeness, and accuracy of each report generated per task order and make recommendations to DCHA, as necessary to insure a quality project.

### **B.2 LAND PLANNING**

Land Planning Services may include the way land is used and whether development plans comply with applicable local and federal law for codes, standards, area development and design goals, and jurisdictional Regulation. Primary tasks for each awarded Task Order may include but are not limited to the following.

- B.2.1 Carry out effective planning and zoning policies and ordinances;

- B.2.2 Encourage development in an underutilized location and discourage development environmentally sensitive area;
- B.2.3 Complete Condition Assessments, to include a review of quality of life and social conditions affecting the livability of the property and the overall quality of life of residents and the neighbors in the surrounding community. This will also include an assessment of the physical conditions of the site including feasibility for redevelopment of a mixed income community;
- B.2.4 Complete demographic profile of the surrounding neighborhood, including socioeconomic data related to family composition, income employment, education, etc. to include use of the most current data available through the census and other sources and should compare the census tract, neighborhood cluster, and ward and District wide data in historical context;
- B.2.5 Identify potential development sites in the surrounding neighborhood to include vacant lots and abandoned buildings that would complement redevelopment of proposed sites;
- B.2.6 Identify substandard dwellings in need of substantial repair in order to be brought up to code;
- B.2.7 Evaluate conditions of abandoned buildings to provide recommendations on appropriate development action, such as rehabilitation of the existing structure or complete demolition and redevelopment;
- B.2.8 Complete assessment of the steps needed to obtain site control for key sites;
- B.2.9 Prepare a list of recently completed redevelopment, redevelopment that is underway or planned in the surrounding neighborhood. This will include the location, name of developer, scope of work, project cost, timeline and number of units;
- B.2.10 Understand and apply knowledge of use of Washington Planning efforts;
- B.2.11 Conduct and participate in meetings with public officials, developers, and the public regarding development plans and land use;
- B.2.12 Gather and analyze economic and environmental studies, censuses and market research data;
- B.2.13 Conduct field investigations to analyze factors affecting land use;
- B.2.14 Review site plans submitted by developers;
- B.2.15 During evaluation review and assess the feasibility of proposals and identify needed changes and Provide Technical Review and Proposal Summary;
- B.2.16 Present projects to planning officials and planning commissions

B.2.17 Stay current on zoning or building codes, environmental regulations, and other legal issues.

### **B.3 HISTORIC PRESERVATION**

Disciplines and expertise that may be required to accomplish the scopes of the task orders include but are not limited to: architecture, mechanical, electrical, plumbing, civil, structural, fire protection, life safety, security, blast, risk assessment, space planning, real estate market analysis, interior architecture, historic preservation, estimating, master land planning, report writing, quality control review, scheduling, surveying, green building. A/Es should be familiar with Historic Preservation and be recognized by State Historic Preservation Office (SHPO) and Advisory Council on Historic Preservation;

B.3.1 Provide design and engineering services in conformance with applicable Federal and District statutes, ordinances, rules, regulations and design standards including: the Americans with Disabilities Act (ADA), Uniform Federal Accessibility Standard (UFAS), Enterprise Green Communities Standard, U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) rating system, IECC, ASHRAE, and Energy Star;

B.3.2 Title VIII of the Civil Rights Act of 1968, as amended, commonly known as The Fair Housing Act (the Act) directs the Secretary of HUD to provide technical assistance to States, local governments, and other persons in implementing the accessibility requirements of the Act. Section 804(f) (3) (c) requires that all residential buildings which have four or more units and which are built for first occupancy after March 13, 1991 (referred to in the Act as “covered multifamily dwellings”), be designed and constructed to have at least one building entrance on an accessible route, unless it is impracticable to do so because of terrain or unusual site characteristics. Such dwellings must provide for accessibility in all common and public areas. In addition, certain accessibility requirements must be included in all of the dwelling units in buildings with elevators, and in all of the ground floor dwelling units in buildings without elevators.

## **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](mailto:chmoore@dchousing.org)

**Inquiries and/or questions concerning this RFP must be submitted in writing to the Issuing Office no later than Monday, June 18, 2018 by 12:00 PM noon.** Please copy all inquiries sent to the Contracting Officer to the Contract Specialist responsible for this RFP, LaShawn Mizzell-McLeod by email to [LMMCLEOD@dchousing.org](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 post by addendum to the DCHA website [www.dchousing.org](http://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 Thursday, July 5, 2018.** Proposals shall be submitted in sealed packaging marked “**RFP 0021-2018 Professional Architectural and Engineering Services**” and addressed to:

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

**Electronic submission of Proposals will not be accepted for this procurement.**

- C.6 CONTENT OF PROPOSALS

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



Proposals shall not exceed 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, “Price Proposal.” **Respondents shall submit one (1) original and five (5) 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) Executive Summary/Introduction
- 3) Documentation to substantiate each listed Evaluation Criteria
  - List of Respondents’ current office/work space
  - Qualifications
  - Past Performance
  - Documentation of Licenses, Certifications and Affiliations
  - References
- 4) Experience with HUD Section 3 & Section 3 Plan
- 5) Minority Women Certified Business Enterprise (M/ WBE/ CBE) Equity Plan
- 6) Certifications and Attachments

PART II: Price Proposal shall contain:

- 1) Pricing  
Package No. 2 shall contain price proposals only.  
Complete Exhibit I- Service Fee Schedule

### 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 Executive Summary/Introduction

Letter of Interest that includes executive summary/introduction 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 Scope of Services.

C.7.3 List of Respondents' current office/work space

Complete SF 330 to provide a List of current offices/workspace in the local (Washington Metropolitan).

DCHA will include a site visit at one of the Respondents' offices to observe and evaluate the location of office, facility operation, and electronic ability and capacity, for example: CADD Programs, Word Processing Programs, Digital Imagery Programs, etc.

Respondents will be notified during the Evaluation Period of the Site Visit Location, Date, and Time.

C.7.4 Qualifications

Complete SF-330 to provide evidence of firms ability to perform the Architectural; Engineering Services (the Work) to include Mechanical, Electrical, Plumbing, Structural, Civil, Environmental, Geo-Technical}; Land Planning; Needs Assessment(s); Cost Estimating; & Hazmat as evidenced by profiles of the principal(s) and staff's professional and technical competence.

C.7.5 Experience and Past Performance

Complete SF 330 to provide Past Performance in terms of Quality of Work, Compliance with Performance Schedules, and documented accuracy history for previous projects. experience, and projects previously completed, as well as your firm's history.

C.7.6 Documentation of Licenses, Certifications and Affiliations

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

Provide evidence that Architects and Engineers are currently licensed/registered to provide Architectural and Engineering Services in the District of Columbia/Metropolitan Area, and Firms' association with Industry Organizations that recognize your ability to provide requested services.

C.7.7 References

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

Provide not less than (5) five recent professional references from clients with similar work as described in the scope of services within the last (7) seven years.

**Written references must contain the following: Verification of project award, project performance and quality of work based on similar work as described in the scope of services.**

**C.7.8 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.7.9 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/WBE's 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.7.10 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 PRICE PROPOSALS**

Provide pricing that is consistent with the Scope of Services for each year of services proposed.

C.8.1 The price is required to be proposed in an Indefinite Delivery Indefinite Quantity (IDIQ) in terms of hourly costs for each type of participant, and travel costs. Compliance with Section 3 of the U.S. Housing Act as defined in 24 CFR Part 135 should be included.

The Cost Proposal shall include a breakdown showing a fully burdened hourly rate for each professional discipline for which the firm proposes to provide AE services (Exhibit I); personnel classification by nature of the work required to complete the Scope of Services included within this Solicitation; Key personnel identified within the SF-330 shall represent personnel and team members that will provide services to DCHA. Fully burdened hourly rates to be used in performance of the contract shall be supported by supplying the following:

- 1) Direct salary rates;
- 2) Overhead rates;
- 3) General and Administrative rates, if any;
- 4) Profit or fee

### **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 two (2) years from the date of award, as deemed appropriate in the representation of DCHA and subject to the availability of funds.

#### **D.2 TYPE OF CONTRACT**

DCHA intends to award an Indefinite Delivery Indefinite Quantity (IDIQ) contract for services as specified in the Scope of Services in accordance with the Price Proposal. Consultant shall provide all specified services required by the DCHA. The work will be issued by task orders that will specify the scope of work and dollar amount of each project (Task Order). DCHA anticipates a minimum contract award of five thousand  
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dollars (\$5,000.00) up to a maximum of two hundred forty thousand dollars (\$240,000.00). Contracts may not exceed the aggregate amount of \$240,000.00 over the two (2) year term of the contract.

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

***Professional Liability:***

Per Occurrence: \$2,000,000

Aggregate: \$4,000,000

***Cyber Liability:***

Per Occurrence: \$2,000,000

Aggregate: \$4,000,000

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 (202) 535-1800; [ORM@dchousing.org](mailto:ORM@dchousing.org), and the Office of General Counsel (202) 535 - 2835. 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](mailto:DCHApayments@dchousing.org)

- b. Proper invoices shall contain the following information:
- Contract Number
  - Purchase Order Number
  - Task Order Number
  - Identification of matters/services performed consistent with the task order, contract requirements 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 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

- A. The estimated amount or performing any one or more contracts awarded hereunder shall not exceed the total ceiling. No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the ceiling of the entire contract. In the absence of the specified notice, DCHA is not obligated to pay the consultant for any amounts in excess of the ceiling of the contract, whether such amounts were incurred during the course of the contract period or as a result of termination.
- B. Task orders (Orders) will be initiated by the DCHA COTR, in consultation with the Executive Director or her designee, pursuant to the contract with specific ceilings for the task identified. Contractors must agree to use best efforts to perform the work

specified in any task order within the ceiling specified, or else decline to accept the task order.

- C. The Contractor shall notify DCHA in writing whenever consultant has reason to believe that the total estimated amount for the performance of a Task Order will be greater than the ceiling. As part of the notification, the consultant shall provide a revised estimate of the total estimated amount of performing the task.
  
- D. DCHA is not obligated to pay the Contractor for amounts incurred in excess of the Task Order ceiling and the consultant is not obligated to continue performance under a Task Order (including actions under the termination clauses of this contract) or otherwise incur amounts in excess of the ceiling until DCHA has notified the Contractor, in writing, that (i) the estimated amount has been increased and (ii) provides a revised ceiling for performing the Task Order.
  
- E. If the ceiling of a contract awarded hereunder or Task Order issued and accepted is increased, any amounts the consultant incurs before the increase that are in excess of the previous ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination notice directing that the increase is solely to cover the termination or other specified expenses.
  
- F. A change order shall not be considered an authorization to exceed the ceiling of the contract or any task order unless the change order specifically increases the ceiling.
  
- G. At any time or times before final payment and three (3) years thereafter the Contracting Officer may have the contractor's invoices, vouchers and statements audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable amounts as adjusted for prior overpayments or underpayments.
  
- H. A task order shall contain the following:
  - Date of task order;
  - Contact number and a task order number;
  - Description of work;
  - Duration of performance of work; and
  - Estimated cost of performance and delivery of product tasked.

#### **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](mailto: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-[RESERVED]

**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 DCHA RFP 0021-2018 Professional Architectural and Engineering Services

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 187.5 points.**

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

**TECHNICAL AND COST EVALUATION FACTORS**

Criteria	Maximum Points
<p><b>LIST OF CURRENT OFFICE/WORK SPACE (SITE VISIT)</b></p> <p>DCHA will include a site visit at one of the Respondents’ offices to observe and evaluate the location of office, facility operation, and electronic ability and capacity (CADD Programs, Word Processing Programs, Digital Imagery Programs, etc.)</p> <p>Respondents will be notified during the Evaluation Period of the Site Visit Location, Date, and Time.</p>	<b>5</b>
<p><b>QUALIFICATIONS</b></p> <p>Evidence of firms ability to perform the Architectural; Engineering Services (the Work) to include Mechanical, Electrical, Plumbing, Structural, Civil, Environmental, Geo-Technical}; Land Planning; Needs Assessment(s); Cost Estimating; &amp; Hazmat as evidenced by profiles of the principal(s) and staff’s professional and technical competence.</p> <p>The above selection criteria will be based on evidence of:</p> <p>(1) Firms capacity to provide AE Services included in the Scope</p> <p>(2) Key Staff capacity based upon knowledge in design, engineering, planning, and construction requirements</p>	<b>45</b>
<p><b>EXPERIENCE AND PAST PERFORMANCE</b></p> <p>Past Performance in terms of Quality of Work, Compliance with Performance Schedules, and documented accuracy history for previous projects. experience, and projects previously completed, as well as your firm’s history.</p> <p>The above selection criteria will be based on evidence of:</p> <p>(1) specialized experience and technical competence of the firm (including a joint venture or association) with the type of design required, (2) specific experience of personnel proposed for assignment to the project, (3) Maintaining project schedules and project budgets; and (4) Cost control effectiveness.</p>	<b>35</b>
<p><b>DOCUMENTATION OF LICENSES, CERTIFICATIONS AND AFFILIATIONS</b></p> <p>Evidence that Architects and Engineers are currently licensed/registered to provide Architectural and Engineering Services in the District of Columbia/Metropolitan Area, and Firms’ association with Industry Organizations that recognize your ability to provide requested services.</p>	<b>20</b>
<p><b>REFERENCE</b></p> <p>Not less than (5) five recent professional references from clients with similar work as described in the scope of services within the last (7) seven years.</p> <p>Written references must contain the following: Verification of project award, project performance and quality of work based on similar work as described in the scope of services.</p>	<b>20</b>

<p><b>Section 3</b></p> <ol style="list-style-type: none"> <li>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></li> <li>2. Demonstrated evidence of successful past performance with the fulfillment of Section 3 Commitments. (3 pts.)</li> <li>3. Will hire DCHA residents or program participants for appropriate employment opportunities within the firm or any of its affiliated subcontractors. (4 pts.)</li> <li>4. Proposes to provide funding for training for a DCHA resident or program participant. (3 pts.)</li> <li>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.)</li> <li>6. <b>**Proposes to subcontract supportive services to Section 3 businesses. (2 pts.)</b></li> <li>7. <b>***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.)</b></li> </ol>	<b>20</b>
<b>COST</b>	
<p><b>PROPOSED FEE AND BREAKDOWN</b></p> <p>Cost Proposal shall include a breakdown showing a fully burdened hourly rate for each professional discipline for which the firm proposes to provide AE services (Exhibit I); personnel classification by nature of the work required to complete the Scope of Services included within this Solicitation; Key personnel identified within the SF-330 shall represent personnel and team members that will provide services to DCHA.</p>	<b>30</b>
<b>Maximum Technical Points</b>	
<b>175</b>	

**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)**

**187.5 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:

<b>Advertise Date</b>	<b>Sunday, June 3, 2018</b>
<b>Issuance of RFP</b>	<b>Monday, June 4, 2018</b>
<b>Deadline for Submission of Inquiries/Questions</b>	<b>Monday, June 18, 2018</b>
<b>Submission of Proposals</b>	<b>Thursday, July 5, 2018</b>
<b>Evaluation Period</b>	<b>TBD</b>
<b>DCHA or Board Committee Review (if applicable)</b>	<b>TBD</b>
<b>Presentation to DCHA 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 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

<a href="#">Exhibit 1</a>	Service Fee Schedule
<a href="#">Exhibit 2-</a>	Architect-Engineer Qualifications SF-330

### G.2 APPENDICES

### G.3 ATTACHMENTS

<a href="#">Attachment A-</a>	HUD 5370 General Conditions for Non-Construction Contracts Section I
<a href="#">Attachment B-</a>	Tax Certification Affidavit
<a href="#">Attachment C-</a>	Non-Collusive Affidavit
<a href="#">Attachment D-</a>	Certificate of Eligibility
<a href="#">Attachment E-</a>	Contract Compliance Requirements
<a href="#">Attachment F-</a>	Payments to Subcontractors and Suppliers Certificate
<a href="#">Attachment G-</a>	Representations, Certifications of Offerors (Non-Construction)
<a href="#">Attachment H-</a>	Statements of Bidders Qualifications
<a href="#">Attachment I-</a>	Section 3 Contract Compliance Agreements
<a href="#">Attachment J-</a>	Conflict of Interest Certification
Attachment K-	[Reserved]
<a href="#">Attachment L-</a>	Benchmark Standards and Menu of Expanded Options for Compliance with DCHA’s Section 3 Program
<a href="#">Attachment M-</a>	HUD 5369 –B Instructions to Offerors Non-Construction
<a href="#">Attachment N-</a>	Wage Determination