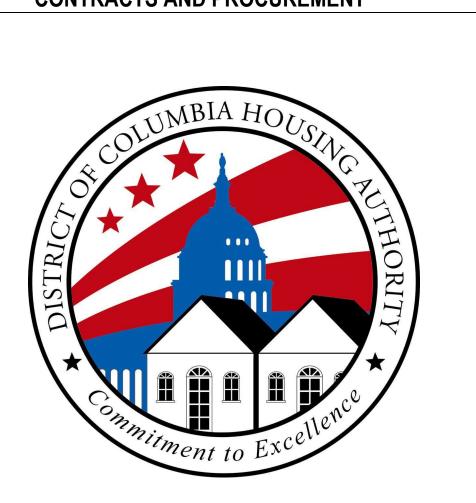
DISTRICT OF COLUMBIA HOUSING AUTHORITY CONTRACTS AND PROCUREMENT



REQUEST FOR PROPOSAL

0018-2020

ISSUE DATE: March 30, 2020 CLOSING DATE: May 1, 2020

CAPTION: DCHA 2020 PHYSICAL NEEDS ASSESSMENT

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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's ("HUD"'s) Moving to Work ("MTW") Demonstration Program.

A.2 BACKGROUND

DCHA Office of Capital Programs (OCP) manages the redevelopment and development of residential units and participates in mixed-use development in the District of Columbia; and leads the master planning of redevelopment projects, provides relocation/re-occupancy services as well as acquisition and supportive services for DCHA's Redevelopment program.

DCHA requires a systematic review all of the major physical components of property to prepare a comprehensive Physical Needs Assessment (PNA) of its portfolio that results in a report with sufficient detail, supporting information, and expert insights so that DCHA can immediately prioritize projects for renovation and replacement and serve as a strategic planning and budgeting tool that assists DCHA with planning for future needs and costs to meet those needs determining how to best manage its portfolio in support of two of DCHA's initiatives to (1) Increase access to quality affordable housing and (2) Provide livable housing to support healthy and sustainable communities.

DCHA expects that the PNA will provide an evaluation of the remaining useful life of major systems, livability, street and landscape improvements, and other property features; and provide recommendations for improvement by property, in order of priority by phase as detailed in the Scope of Services. Further, DCHA requires that the PNA comply with the requirements and protocols of several DCHA programs/systems to include data collection, formatting, and reporting consistent with 1) HUD's recommended practices for PNAs; 2) in a format

compatible with the District of Columbia's asset management system, also known as the Capital Asset Replacement Scheduling System (or CARSS), and 3) with site-by-site recommendations organized utilizing the ASTM Uniformat II Classification for Building Elements (see Appendix IV).

DCHA's 2020 PNA shall include an Energy Audit that is consistent with the District of Columbia's Department of Energy and the Environment's (DOEE) Building Energy Performance Standards (BEPS). The Energy Audit shall include an evaluation of current energy sources and recommendations for reducing energy usage through more efficient systems.

DCHA contemplates the award of a single fixed price contract, resulting from this solicitation. DCHA invites professional, highly qualified, and insured businesses ("Respondents") to submit proposals in response to this Request for Proposal (RFP) solicitation.

A.3 ECONOMIC INCLUSION- [RESERVED]

A.4 SELECTION PROCESS- [RESERVED]

SECTION B – SCOPE OF SERVICES

B.1 DESCRIPTION OF SERVICES

B.1.1. PNA Overview

Contractor shall furnish all labor, materials and equipment necessary to conduct a Physical Needs Assessment (PNA) of DCHA properties where and when directed and as specified herein in accordance with all current HUD regulations, the HUD PNA software ("tool"), forms, user guide, and other guidance as may be issued HUD from time to time.

Contractor shall collect, format and report the data associated with the PNA in a manner compatible with the District of Columbia's asset management system, also known as the Capital Asset Replacement Scheduling System (or CARSS). This system forms the basis to develop the District's capital improvement plan as part of the budget process and to determine the cost of deferred maintenance for current assets.

The Energy Audit (EA), shall be completed in a manner consistent with the District of Columbia's Department of Energy and the Environment's (DOEE) Building Energy Performance Standards (BEPS).

The Contractor shall complete a PNA that reflects an assessment of the condition of 6,246 units in thirty-five (35) sites in DCHA's public housing

portfolio as identified in Appendix 1- DCHA Physical Needs Assessment (PNA) Property Listing. The properties listed in Appendix I that are the subject of the PNA (and the EA) are to include both dwelling and non-dwelling spaces and buildings as well as roads, walks, walls and fences, parking areas and other site features contained within each project.

B.1.2. Technical Specifications

Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this RFP.

a. General Requirements in accordance with the PNA User Guide, and the Public Housing and Modernization Standards Handbook 7485.2 and HUD's Physical Needs Assessment compliance requirements found in 24 CFR 905.300 and 24 CFR 968.315(e)(2), the Contractor shall provide a full range of services including evaluating the existing conditions of the housing stock based upon a representative sample selection of buildings, units, common areas, and other DCHA physical facilities. All identified physical improvements will meet or exceed HUD mandatory standards, and those established by District of Columbia health, safety, and building codes.

Contractor shall identify and provide a description of all physical improvements that will be required to bring the property back to a level comparable with "as-built," to the degree reasonably possible based on available components and building age. The effort must provide DCHA with the information necessary to ensure long-term physical viability and in a manner suitable for planning and budgeting purposes. Data shall be in a format suitable for HUD and CARRS reporting requirements.

- b. Identify deficient conditions, such as those that result from deferred maintenance, and building and life safety code noncompliance or obsolescence issues.
- c. Subject to DCHA direction, perform interviews and review existing property documentation with knowledgeable DCHA staff, including building plans, building histories, prior assessments and energy audits, maintenance records, and Real Estate Assessment Center (REAC) scores of each development.
- d. Identify all development components that will be part of the assessment.

- e. Establish a methodology that will sample multiple like-kind buildings, and common areas such as lobbies, corridors, and community facilities.
- f. Utilize the HUD PNA tool which provides a general list of potential components to be assessed. Generally, components to be assessed are those for which replacement represents a significant capital cost eligible for funding from the HUD Capital Fund grant received by the PHA. The HUD list is not all inclusive and may not include significant components that will need assessment.
- g. Perform walkthrough assessment/inspections of each development and other DCHA properties to ascertain the condition of the property; immediate critical and non-critical needs; general code compliance; expected repair, replacement, and major refurbishment needs; and total estimated cost to complete such items.
- h. Make on-site assessments sufficient to establish the type and approximate extent of existing or potential deficiencies to include identifying items whose useful life may have been extended with effective routine maintenance including an estimated annual cost for routine maintenance for these items.
- i. The assessor will develop an electronic/digitized Data Collection Form that:
 - Combines the HUD PNA approved data collection form "HUD Physical Needs Assessment Form"- Appendix III and "ASTM Uniformat II Classification for Building Elements (E1557-97)"-Appendix IV, (the CARRS approved data collection form) into a single survey instrument.
 - 2) Enables differentiation between property types in the same property using the HUD-defined property types of: (1) single family/duplex; 2) row house; 3) walk-up; and 4) elevator.
 - 3) Requires data be input consistent with the classification of building elements from the CARRS Form.
 - 4) Used for the following: site, building exterior, building systems, unit, and common areas.
 - 5) Collects and reports all data and populate inputs into a database management system to be approved by DCHA in advance.

- j. Identify work necessary to comply with federal and District of Columbia requirements and codes, such as elimination of asbestos/lead and new energy code compliance.
- k. Provide and record an estimate of Expected Useful Life (EUL) for each individual component, and provide a source for EUL in general.
- 1. Take and record representative measurements and quantity counts to estimate the cost to remedy deficiencies. Provide and record a replacement unit cost for each individual component and for a total of those components. (E.g., per window and per window times all similar windows.)
- m. Identify work items needed and costs for implementation to make selected units accessible and usable by the handicapped as required by Section 504 of the Rehabilitation Act of 1973. This will include costs to retrofit a specific number of dwelling units to meet Section 504 requirements for persons with disabilities. Each area that is designated as part of Section 504 or Americans with Disabilities Act (ADA) requirements will be inspected to ensure that the components are functioning according to their purpose.
- n. Identify any deficiencies that could have an impact on health and safety and bring them to the attention of DCHA immediately by written and verbal notification as a matter of ensuring the safety of residents and housing authority personnel.
- o. Develop a Comprehensive Costing Library utilizing a professional/certified cost estimating solution such as "R.S. Means" construction costing to build a comprehensive cost and EUL component library. The comprehensive cost and EUL component library is vital to using the HUD PNA Tool and must contain descriptions and reference information.
- p. Organize recommendations and associated estimates of cost in ASTM Uniformat II Classification for Building Elements Assessment Standards and Requirements

Contractor shall conduct PNA on units, properties, facility systems and improvements specified by DCHA, in accordance with the Department of Housing and Urban Development's (HUD) governing property standards and Industry Standard Assessment Protocols to collect, format and report data required to perform the PNA Report as described in B.1.5. PNA Report. The Contractor shall:

- a. Use a HUD tool that can be found at the following HUD website address:
 - http://portal.hud.gov/hudportal/HUD?src=/program_offices/public_ind_ian_housing/programs/ph/capfund/gpnatool. The work performed by the Contractor under this solicitation must be in compliance with the proposed regulations as known at the time of this solicitation. Contractors shall ensure that data collected under this solicitation include all information required under the proposed rule and are sufficient to enter into the PNA tool. The Contractor shall include in its price all costs to complete the HUD PNA tool, as required.
- b. Utilize trained, qualified and experienced assessment personnel in the assessment of multifamily and public housing facilities using industry standard protocols.
- c. Include unit interiors, building systems, common areas, building exteriors, equipment, drainage, landscaping and other improvements at all developments specified properties specified by DCHA.
- d. Establish a plan to inspect the following:
 - 1) The greater of a) 20 percent of all apartment interiors (a combination of vacant and occupied units) or b) three (3) apartment interiors, per building on multiple building sites. Apartment interiors shall be selected such that they provide a representative sample of the location, size, type, etc. of units within each building (i.e. corner units, top floor units, ground floor units, subterranean units).
 - 2) A minimum of 25 percent of all apartment interiors (a combination of vacant and occupied units), at all future RAD conversion properties on the list of properties listed in Appendix II. As with public housing units described above, the survey of RAD-conversion properties will include a minimum of 3 apartment interiors per building on multiple building sites, or at single-building projects of less than 15 units. Apartment interiors shall be selected such that they provide a representative sample of the location, size, type, etc. of units within each building (i.e. corner units, top floor units, ground floor units, subterranean units).
 - 100 percent of vacant units at all sites.
 - 100 percent of interior common areas (including public and non-public common areas).

- 100 percent of all building systems and exteriors, including roofs, HVAC, boilers, etc.
- 100 percent of all site components (including, but not limited to walks, parking, drives, landscape, retaining walls, play areas, and fencing).
- e. DCHA will issue notice to the residents informing them of the survey and the date(s) they will be conducted. DCHA will also advise the residents that the surveys will occur whether they are home or not if entrance into their apartment is scheduled.
- f. The reports for each development survey, including all deficiencies, shall be submitted to DCHA after completion of each development's inspection in order to facilitate and expedite corrective measures by DCHA. The Contractor shall provide digital pictures of deficiencies with each report. The photographs shall at a minimum include:
 - 1) View of Subject from "curb"
 - 2) Representative elevations
 - Significant or commonly encountered interior and exterior physical deficiencies
 - 4) Main entrance lobby
 - 5) Roof Areas
 - 6) Parking facilities/pavement
 - 7) Site amenities such as pool and tennis courts
 - 8) On-site offices, if applicable
 - 9) On-site maintenance and storage facilities, if applicable
- g. Contractor is to provide all necessary computers, software, cameras, personnel, uniforms, vehicles, fuels etc. necessary to conduct and complete the inspections as specified herein. The inspections shall be sufficient to prepare a report that:
 - 1) Identifies significant defects, deficiencies, items of deferred maintenance, material code violations, and physical deficiencies.
 - 2) Provides estimated costs to remedy the faults or deficiencies.
 - 3) Provides a replacement schedule for major building systems with recommended annual funding to be set aside over a ten (10) year term for each property. This schedule must include an estimate of the remaining useful life of these building systems.

- 4) The final report must include the Contractor's written opinion of the overall physical and operational condition of the property and also, identifies the specific physical deficiencies and conditions which will limit the expected useful life of major systems and components and improvements and provide an estimated cost to remedy each deficiency. This report will also provide a recommendation for annual Replacement Reserve Expenditures over the next ten years, by property.
- 5) Contractor shall provide guidance and support for "sustainable" designs and retrofits, including alternative and renewable energy options. These initiatives must be reasonable and cost effective. Estimates must reflect installation of new systems, appliances, etc. that meet the Build SA Green Level II. Contractor shall also provide information and technical advice to DCHA concerning sustainability practices, carbon footprint and greenhouse gas management, certification systems such as Energy Star, and Watersense.
- 6) Provide a comprehensive needs assessment in compliance with Section 504 of the Rehabilitation Act of 1973 (24 CFR 8) for the entire DCHA portfolio. Assessment must include the design and construction requirements of the Fair Housing Act (24 CFR 100) and the Uniform Federal Accessibility Standards (UFAC) 24 CFR 8.32 and Appendix A to 24 CFR 40, as applicable, for mobility and visual/hearing impairment accessibility. The assessment must also include specific information of non- compliant features of any common area or unit, so that corrective action may be taken. DCHA will provide a list of units per property that have been designated as 504 (mobility and visual/hearing.)
- h. Contractor shall replace any personnel that DCHA determines to be unacceptable no later than the start of the next business day after notification and shall not permit unacceptable personnel to return to DCHA property or further utilize them during the term of the contract including any extensions.
- i. Contractor may assume timely and complete access to each property, DCHA staff, vendors, and available owner documents.
- j. The assessment shall consist of a survey only of the property, components, systems and elements that are easily visible and readily accessible. No intrusions, sampling, boring or disassembly of any

components, systems or infrastructure is required unless specifically requested by DCHA.

- 1) The Contractor shall make a reasonable effort or attempt at discovery of existing or developing deficiencies.
- 2) The Contractor shall perform a "walk around" survey.
- 3) The Contractor shall operate equipment, fixtures and systems normally operated by residents to determine operability and/or operating characteristics in every unit that is inspected.
- 4) The Contractor shall note material building code violations of items, systems, or inherent design that are readily apparent and discernable.
- 5) Note material building code violations of items, systems, or inherent design flaws that are readily apparent and discernable.
- 6) Take measurements and system counts to adequately justify the estimated costs to remedy the reported deficiencies and to estimate the Replacement Reserve Expenditures.
- 7) The Contractor shall substantiate the basis for these costs in the reports.
- k. Document Review: The Contractor shall review property records and studies as furnished by DCHA. In general, document information will consist primarily of DCHA supplied leasing literature, possibly drawings (as-built, if available), historical receipts for repairs and/or improvements, pending proposals for repairs and replacements, schedule of operating expenses, etc. There may also be previously prepared building condition survey reports, appraisals, and ADA survey, etc. that may be provided to the Consultant as well. Should access to any or all documentation be restricted or denied to Consultant, Consultant is to notify Owner and report this lack of access or denial within the Report.

If drawings (as-built or construction) are available, they will be provided to the Contractor for Contractor's use in Consultant's offices. These drawings shall serve as an aid to the Contractor in developing quantities for cost estimating purposes (both to remedy deficiencies and for replacement reserve calculations), and will assist Contractor in preparing descriptions of the improvements, and identifying latent defects. An in- depth review of the drawings is not required under the scope of this engagement. The Contractor is required to detail obvious

code compliance issues discovered during the review based upon either the drawings or the Contractor's survey and include those discrepancies in their report. A detailed code compliance review shall be proposed as a separate project with a separate cost on the Fee Proposal Sheet.

1. Responsibility for Subcontractors: All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to insure compliance by the subcontractors. The Prime Contractor remains liable to BHHC for the performance and compliance of the subcontractors.

B.1.3. Phases of Work

Contractor shall complete assessment in three phases:

- a. Pre-Assessment --focuses primarily on preparing for the assessment, as well as collecting and recording development data and utilizing architectural plan measurements and count data.
- b. Assessment --focuses on helping you to identify all building components, including quantities of each present component; establish remaining useful life (RUL); and determine eligibility and cost of component refurbishment or replacement.
- c. Post-Assessment --focuses on establishing industry-standard parallels through collection, review, data input, and report production.

B.1.4. Steps of Work

Contractor shall complete work utilizing the following primary steps. These steps however are not all inclusive and do not limit Contractors responsibility for completing the work. The steps involved include, but are not limited to:

- a. Develop a detailed survey scope and survey methodology, pertinent to the collection of all assessment data and the information required to develop the database.
- b. Develop a detailed schedule for surveying each property. The schedule shall be performed in the order of priority as specified in Appendix 1.
- c. Survey existing physical conditions at the development, including but not limited to: the roofs, envelopes, windows, landscaping, streets/parking areas, sidewalks, etc.; the building interiors, including all finishes, fixtures, materials, and equipment; all common areas, including halls, lobbies, stairwells, etc.; crawl spaces, utility tunnels,

- etc.; and all mechanical, electrical, plumbing, and air conditioning systems, etc.
- d. Interview resident representatives and maintenance and management staff; collect and record all relevant data.
- e. Based on information gathered in the steps above, analyze the condition of all systems and components at the development and identify all capital improvements or modernization necessary.
- f. Provide cost estimates for each item of recommended improvement, including units and unit prices where applicable. Consultant shall categorize and use the correct Total Development Cost numbers for each HUD-defined property types for comparison to the cost estimates. Consultant shall evaluate which buildings meet the obsolescence threshold using the Section 18 / HUD obsolescence methodology, as described in Section 4.A.1 of Appendix IV- HUD Notice PIH 2018-04, including the allowances identified for soft costs and contingency. Consistent with HUD guidance, cost estimates for this item must relate to work items required within the first three years.
- g. Employ quantitative units in building the database wherever possible.
- h. Review DCHA's most recently available PNA to verify which items were completed and which items remain to be completed.
- i. Prioritize each work item utilizing the three (3) categories of priority, as described below:
 - Priority I Imperative (must do): Projects that cannot reasonably be postponed in order to avoid harmful or otherwise undesirable consequences. • Corrects a condition dangerous to public health or safety • Satisfies a legal obligation (law, regulation, court order, contract) • Alleviates an emergency service disruption or deficiency • Prevents irreparable damage to a valuable public facility
 - 2) Priority II Essential (must do): Projects that address clearly demonstrated needs or objectives. Rehabilitates or replaces an obsolete public facility or attachment thereto Stimulates economic growth and private capital investment Reduces future operation and maintenance costs Leverages available state or federal funding
 - 3) Priority III Important (could do): Projects that benefit the community but may be delayed without detrimental effects to basic

- services. Provides a new or expanded level of service Promotes intergovernmental cooperation Reduces energy consumption Enhances cultural or natural resources
- j. To allow for future updates and modifications by the housing authority, the Contractor shall provide the entire plan in an electronic database format to facilitate the future updating of the facilities condition evaluations.
- B.1.5. PNA Report: Upon completion of the inspections, the Contractor will provide a report to DCHA in narrative and spreadsheet forms that meets DCHA's and the District of Columbia's CARSS requirements, in both paper and electronic format. This requirement also includes the XML report to be generated from the PNA tool for submission to HUD. The draft report will contain the PNA results and will be submitted to DCHA for review and comments.

The report of the PNA shall include:

- a. An introductory background section, summarizing the prior PNA and history; the past capital improvements; the assessment procedures, assumptions, and methods; the prioritizing system and approach; the cost-estimating methods and assumptions; and an explanation of and reference to the cost-estimating guide proposed.
- b. A separate HUD Form 52828, Physical Needs Assessment, for each asset management property/development assessed. Attach to each report color photographs and a detailed narrative describing the property's exterior and interior physical elements and condition, including architectural and structural components and mechanical systems. Include a section for the development that gives general information and descriptions of the development.
- c. A listing of each issue of deficiency, by priority, giving at a minimum the system (HVAC, site, unit interior, etc.), a brief description of the problem, a brief recommendation, and a cost estimate.
- d. An attachment that includes an overall listing of the recommended work items by priority, a copy of the survey form, and a listing of all the systems, components and subcomponents, and entry codes used in the database.
- e. An Executive Summary summarizing major findings and recommendations plus any other major issues, including any repair items that immediately impact health and safety such as code

- violations; regulatory compliance issues such as relocation planning, asbestos-containing materials, lead-based paint, and environmental issues; or systematic problems. Also describe any Section 504 work items, energy conservation measures, and any environmental hazard (asbestos/lead-based paint) items.
- f. A recommended Replacement Reserve Schedule. The Replacement Reserve Schedule is to encompass short life span (immediate-1 year), medium life span (5 years) and long life span (10 years) recurring systems and components. Short life span recurring systems and components are typical of such items as exterior caulking, carpeting, pavement sealing and striping, domestic hot water heaters, etc. Medium life span recurring systems are typically cooling towers, paving, roofing, appliances, kitchen cabinets, etc. Long life span recurring systems are typically boilers, chillers, electrical systems, infrastructure components, supply and drainage piping, etc. The selected Contractor will detail quantity and cost estimates to accomplish each work item, a total for each project, and a grand total to accomplish all needed physical improvements. General work category (e.g., Kitchens, Bedrooms) costing without specific work item costing is unacceptable. Provide individual cost tables and digital photographs to document notable conditions at each property. The Contractor shall show a line-item prioritization. The work shall include a review of any prior plans, recommendations, and a detailed report on items completed in the interim. The major part of the work consists of a thorough assessment of noted property, leading to a prioritized list of recommended improvements, plus a detailed physical database. Included is the identification of work that may be recommended to improve long-term viability, such as change in physical configurations, comprehensive revitalization with total demolition, and/or disposition. All data will be entered into the HUD PNA tool and CARSS, sufficient to produce a 20-year cost projection of needs for each capital component.

B.1.6. Energy Audit (EA) Scope of Work/Technical Specifications

Contractor shall provide the following detailed services for an Energy Audit within this Scope of Work. The assessment will identify Energy Conservation Measures (ECMs) and the cost-savings that result from implementing the measures, thereby reducing operating costs. If the option for the EA is exercised, the EA is to be integrated with the PNA Report.

General Requirements: The Energy Audit will be conducted in accordance with 24 CFR Part 965 and energy codes. The Contractor will provide a full range of services including evaluating the existing conditions of the housing stock on the basis of a physical inspection of a representative sample. (Note: The Contractor will be expected to inspect a sample size comparable to that for the PNA described above; the inspected areas for purposes of the energy audit may be, but are not required to be, the same as those inspected for the PNA.)

The assessment will identify water and energy conservation measures and the cost-savings that result from implementing the measures. All identified physical improvements will meet or exceed HUD mandatory standards and those established by local and state health, safety, and building codes.

The Contractor shall enter the data into the PNA tool for each ECM considered sufficient to include the ECM as an alternate item on the cost projection and to calculate a simple payback for each considered ECM. Data fields required for each ECM are the general specification of the ECM, its cost, its estimated useful life, its estimated annual water/energy consumption, the utility rate applicable to the ECM, and the water/energy consumption of the component to be replaced by the ECM if applicable.

The objectives of the audits are to identify ECMs, to determine costs to implement each ECM, and to calculate the cost-savings that result from implementing the measures. Additionally, the audit must identify any compliance, health, or safety issues related to energy improvements. Each development will require conduct of a non-investment-grade energy audit and a report. HUD has published a proposed energy audit rule in the Federal Register (Public Housing Energy Audits, dated 11/17/2011) that provides standards that the Contractor shall use in the conduct of the energy audit. The Contractor shall also comply with The Public Housing Modernization Standards Handbook, 7485.2 REV-1, dated February 4, 1985, and with the HUD Energy Conservation for Housing–A Workbook, January 1998.

The Contractor shall conduct an energy audit for each measure. The following items are specifically included:

a. Analyze the utility bills (list utilities used by the PHA) provided by the PHA for the three (3) most recent years for all common areas (PHA paid) and units (to the extent available). The analysis shall identify trends of consumption against a benchmark(s) to support the Contractor's prioritization recommendations for actions such as

- implementing ECMs, maintenance activities, and/or resident education.
- b. Energy walkthrough survey must include Core ECMs, which have a proven track record at reducing energy and water consumption. The Core ECMs include items related to building envelopes (e.g., insulation); heating, cooling, and other mechanical systems; water conservation; hot water systems, power, lighting systems, sensors, and controls (e.g., CFL); and appliances (e.g., ENERGY STAR).
 - 1) Under the Clean Energy DC Omnibus Amendment Act of 2018, D.C. will set by January 1, 2021 Building Energy Performance Standards (BEPS) for all buildings in D.C., including DCHA buildings. Each building with an ENERGY STAR score below the standard for calendar year 2019 will be required to reduce its energy use 20%, measured by its average site EUI in 2024 and 2025. Contractor shall evaluate each DCHA building using the most-recent calendar year 2018 median ENERGY STAR score, or whichever calendar year score is available at the time of the energy audit, to determine whether the recommended ECMs will cut its site EUI by 20% and if not, then Contractor shall recommend additional ECMs that will achieve the goal by treating these new ECMs as Core ECMs.
 - 2) Contractor shall evaluate whether replacement of gas or oil-fired equipment with electric equipment is practical. Such replacement shall be considered impractical if it has a simple payback over 25 years (or over the useful life of the ECM if it is less than 25 years). To the extent replacement is practical, Contractor shall treat replacement as a Core ECM. To the extent it is not practical, Contractor shall provide a written explanation for why each ECM is impractical.
 - 3) Contractor shall evaluate whether renovations to achieve passive house (PHIUS+) certification of the building are practical. Such renovation shall be considered impractical if it has a simple payback over 25 years (or over the useful life of the ECM if it is less than 25 years). If such renovation is practical, then Contractor shall identify those recommended ECMs that would be part of a passive house (PHIUS+) renovation and treat as Core ECMs those additional ECMs needed to achieve such certification. To the extent such renovation is not practical, Contractor shall provide a

- written explanation for why it is impractical and include any assumptions used in calculating simple payback.
- 4) If roof work is to be done on a building that does not already have solar panels on its roof, then Contractor shall evaluate whether installation of solar panels are practical. If installation of solar panels is practical, then Contractor shall treat installation and necessary structural and electrical alterations as a Core ECM.
- c. Review of all available building plans, specifications, product literature, and test and balance data to quantify building and equipment design criteria, parameters, and sizes. The review must also include architectural, mechanical, and electrical drawings and specifications for housing developments, administrative offices, and other buildings and identify whether any energy conservation measures or energysaving equipment is in use.
- d. Collection of climatological data for the local area, to correlate energy usage to weather conditions.
- e. Interviews of selected property, maintenance, and modernization personnel and residents to determine problem areas and concerns.
- f. Advanced ECMs, which include advance, experimental, or difficult improvement items such as fuel conversion, conservation technologies (energy management systems), energy-generating technologies, and renewable energy systems (geothermal, solar-thermal or wind-power), may be considered for supplemental feasibility study outside the scope of this contract.
- g. Report Documentation or Report Preparation: The Contractor shall develop a comprehensive Energy Audit Report integrated with the PNA Report for each housing development and submit to the DCHA. This report shall contain:
 - 1) A summary of energy conservation measures studied and those recommended for implementation, by development.
 - 2) A detailed description of each energy conservation measure, the cost to implement, the estimated annual savings that must result, and the average simple payback.
 - 3) All energy-savings opportunities ranked according to their payback, by Project, starting with the quickest and ending with the longest payback.

- 4) Recommendations as to the order in which the recommended energy-savings opportunities must be implemented in order to provide the DCHA with a master plan of action, taking into consideration the new Building Energy Performance Standard and the ranking of DCHA below that standard and 20% energy reduction requirement by December 31, 2025.
- 5) Presentation of the interrelationships of the various energy conservation measures in a project so that the DCHA understands the impact that implementing each measure has upon the other proposed measures.
- 6) All backup engineering calculations, so that the Energy Audit Report can be readily updated each year to reflect changes in the cost of energy or the cost to implement the energy-savings measures.

B.1.7. Deliverables and Timeframe

- a. Given the size and scope of this assignment, DCHA has divided its portfolio into three project tranches, listed by phase in Attachment 1. In order to prioritize the reporting on the overall portfolio and bettermanage the workflow, the Contractor shall deliver the scope of work described in this solicitation in blocks of properties by phase, starting with Phase 1 properties, then followed by phase 2, and phase 3 respectively.
- b. The Contractor shall deliver the following, per tranche of properties as described in Attachment 1, starting with phase 1, not later than 90 days from the effective date of the contract:
 - 1) A briefing, at a time, date, and place determined by DCHA, reflecting an overview of the Contractor's findings based on the completed PNA and EA. At a minimum, the Contractor shall address the overall condition of each project listed in Appendix 1 and review the HUD PNA report to be submitted to HUD.
 - 2) A full, bound hard copy of the results of the PNA and EA. This includes a separate report prepared for each development that includes a discussion of all building systems, photographs of representative interiors and systems, and a table showing immediate repairs and life-cycle component replacement.
 - 3) A copy of the PNA tool with all of PIC Data, Inspections, Master Cost Library, Replacement Needs, Refurbishment Needs,

- Sustainability Needs, Accessibility Needs, and Marketability Needs installed, if necessary.
- 4) A demonstration of technical assistance to DCHA staff regarding submission of the required reports to HUD and CARSS, including the PNA and future annual updates. The Contractor shall provide no less than 2 hours of training to PHA staff to instruct them in the use of the PNA tool for ongoing management and annual updating.
- 5) This shall include the preparation of the initial XML submission (generated within the tool) and detailed instructions for how the PHA shall submit it to HUD, in accordance with HUD requirements at the time the submission is due. The Contractor shall also provide instructions or references to the procedure for applying annual updates for submission to HUD.
- 6) The Contractor will continue to provide DCHA staff with technical assistance until they are able to successfully submit the completed PNA file, which must be validated by HUD as a successful submission.
- 7) Two (2) hard copies of each aforementioned item shall be submitted, as well as one (1) electronic copy submitted in either MS Excel or MS Word format on a "flash" or "thumbnail" drive. These documents/devices shall be the sole property of The Contractor shall not provide the documents produced for DCHA under this contract to any other party unless approved in writing by the Contracting Officer.

B.1.8. Time Completion Plan/Schedule (TCP/S)

Contractor shall establish in the TCP/S the schedules/milestones shown below for the deliverables identified. In developing the schedule of milestones, the Contractor shall provide for thirty (30) calendar days for DCHA to review, coordinate, and comment on draft deliverables. Completion date is expected to be nine (9) months from DCHA Notice to Proceed (NTP).

Deliverables Timeframes/Milestones

a. Physical Needs Assessment (PNA) and Energy Audit - Phase 1 Projects - Draft Version Within ninety (90) days after the effective date of the NTP.

- b. Physical Needs Assessment (PNA) and Energy Audit Phase 2 Projects - Draft Version Within one-hundred thirty-five (135) days after the effective date of the NTP.
- c. Physical Needs Assessment (PNA) and Energy Audit Phase 3 Projects Draft Version Within one-hundred eighty (180) days after the effective date of the NTP.
- d. Physical Needs Assessment (PNA) and Energy Audit Phase 1 Projects Final Version Within thirty (30) days after receipt of comments on the "Draft Version" of Phase 1 the PNA.
- e. Physical Needs Assessment (PNA) and Energy Audit Phase 2 Projects Final Version Within thirty (30) days after receipt of comments on the "Draft Version" of Phase 2 of the PNA.
- f. Physical Needs Assessment (PNA) and Energy Audit Phase 3 Projects Final Version Within thirty (30) days after receipt of comments on the "Draft Version" of Phase 3 of the PNA.

B.2 QUALIFICATIONS

Respondents to this solicitation must meet the following minimum requirements at the time of proposal submission:

- B.2.1. Five (5) years of experience performing physical property inspections and cost estimations of public housing developments in varied physical condition and age in the District of Columbia or in similar metropolitan area(s);
- B.2.2. Demonstrated knowledge of applicable multifamily building standards and codes; energy-efficiency practices; CARSS, and a working knowledge of commonly used computer technology (MS Office, Excel, etc.);
- B.2.3. Trained to evaluate building systems, health and safety conditions, and physical and structural conditions; and to provide cost estimates for maintaining, rehabilitating or improving deficiencies. Must also have expertise in environmental analyses and inspections (e.g. asbestos and lead testing).
- B.2.4. Demonstrated expertise with report production that are well regarded in the marketplace in terms of content, timeliness and responsiveness.
- B.2.5. Capacity to complete the project inspection and prepare the report in a time frame acceptable to the DCHA.
- B.2.6. Qualifications for the Energy Audit:

- a. have the following acceptable certifications to include "energy auditor", "certified energy auditor," "certified energy manager," "HERS Rater" issued by a state or national energy auditing certifying agency, such as the American Association of Energy Auditors (AEE), the Building Performance Institute (BPI), and the Residential Energy Services Network (RESNET);
- b. The assigned inspector, not just the company, must have personal experience in conducting such audits.
- B.2.7. Firms must be financially sound to provide services.
- B.2.8. District of Columbia licensure as required.

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 Wednesday, April 15, 2020 by 11:00 AM noon. Please copy all inquiries sent to the Contracting Officer to the Contract Specialist responsible for this RFP, Lolita Washington by email to lwashing@dchousing.org and 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 "Business" and "Solicitations".

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

Respondents responding to this RFP are invited to become familiar with the conditions that may affect the performance of the work. To facilitate this effort, DCHA will post a virtual Site Visit to the DCHA Website www.dchousing.org by addendum immediately following the Pre-Proposal Conference on

Thursday, April 9, 2020 by 2:00 PM

C.4 PRE-PROPOSAL CONFERENCE

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

Thursday, April 9, 2020 at 11:00 AM

Join Cisco Webex Teams meeting

Join by Video system

88594632155@meetup.webex.com

C.5 <u>SUBMISSION DATE</u>

All proposals must be received by 11:00 AM on Friday, May 1, 2020.

Respondents shall submit Proposal hardcopy in sealed packaging marked "RFP 0018-2020 DCHA 2020 Physical Needs Assessment" 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

The electronic submission of Proposals shall be emailed to Lolita Washington, Contract Specialist at lwashing@dchousing.org with copy to business@dchousing.org.

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 thirty 30 pages, excluding the Price Proposal and supporting materials as detailed in Section C.6.1 and C.6.2 below. Proposals shall be submitted in two parts: Part I shall be titled, "Technical Proposal" and Part II shall be titled, "Price Proposal". Respondents shall submit one (1) original and one (1) electronic copy 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 and Price Proposal shall be submitted as separate electronic files attached to one email. The Technical Proposal shall not contain any pricing information.

Proposals shall be organized as follows:

C.6.1 Proposal Format

Proposal responses must meet the following format requirements:

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

C.6.2 Proposal Content

PART I: Technical Proposal shall contain:

- 1) Table of Contents
- 2) Letter of Interest
- 3) Documentation to substantiate each listed Evaluation Criteria
 - Experience
 - Financial Capacity
 - Professional Credentials
 - Ability to Do the Work

- Demonstrated Understanding of the Services
- 4) References
- 5) Experience with HUD Section 3 and Section 3 Plan
- 6) Minority/Women / Business Enterprise (M/WBE)
- 7) Certifications and Affidavits

PART II: Price Proposal shall contain price proposals only:

1) Complete Exhibit 1 Price Proposal

C.7 TECHNICAL PROPOSAL

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

C.7.1 Table of Contents

Provide a comprehensive listing and location of all written pages, exhibits, and other materials.

C.7.2 Letter of Interest

Provide 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 the point 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 Experience

Provide demonstrated evidence of experience in the inspection of multifamily properties similar to DCHA or greater in terms of scope and cost to determine the physical condition and needs. Firm must be must indicate years of service and the total number of inspections per project. Firm must be experienced with the CARRS system or similar Asset Management Reporting System and Energy Audits.

C.7.4 Financial Capacity

(Section not included in 30-page limitation.)

Include copies of most recent financial statements or balance sheets that clearly show assets, liabilities, credit lines, income, debt and/or if available the most recent audit.

C.7.5 Professional Credentials

Proposal shall clearly describe the respondent's professional credentials, memberships in professional organizations, and licenses to document criteria specified in Section B.2 Qualifications.

C.7.6 Ability to Complete the Work

Contractor's plan to comply with all services, deliverables, and the timeframe required in this RFP. Contractor shall detail the approach to provide all services required under this RFP.

C.7.7 References

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

List three (3) recent professional references from clients for whom the entity has provided Physical Needs Assessments as described in the Scope of Services within the past 3 years. Include name, address, and telephone number, description of work performed, the dates of service, and the status of contract (active or closed).

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

C.7.8 Experience with HUD Section 3 and Section 3 Plan

(Section not included in 30-page limitation.)

Describe the Respondent's experience with compliance with HUD Section 3 requirements and the results achieved as part of its proposal to be considered for contract award. Review Section 3 requirements outlined in Section D.11 of this Solicitation and complete Attachment J and Attachment K to submit a signed copy of the Section 3 Contractor Compliance Agreement and Section 3 Action Plan.

The Section 3 Contractor Compliance Agreement should be read in its entirety before completing the Section 3 action plan since it provides details about DCHA's Section 3 policy.

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

C.7.9 <u>Minority/Women / Business Enterprise (M/WBE)</u>

(Section not included in 30-page limitation.)

Participation by minority and women-owned business enterprises ("M/WBE") is an important goal of DCHA. To that end, Respondents should review DCHA's M/WBE requirements in Section E of this solicitation for further information on DCHA's policy regarding M/WBE participation.

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

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

C.7.10 Certifications/Attachments

Solicitation Attachments can be downloaded from Section G. (The following Certifications and Affidavits are mandatory proposal requirements. Respondents must complete and return the below certifications and affidavits as noted. The forms are not included in 30-page limitation.)

Attachment B: Tax Certification Affidavit

Attachment C: Non-Collusive Affidavit

Attachment D: Certificate of Eligibility

Attachment E: Contract Compliance Requirements

Attachment F: Payments to Subcontractors and Suppliers Certificate

Attachment G: HUD Representations, Certifications of Offerors (Non-

Construction)

Attachment H: Statements of Bidders Qualifications

Attachment I: Conflict of Interest Certification

Attachment J: Section 3 Action Plan

Attachment K: Section 3 Contractor Compliance Agreements

Attachment M: HUD 5369 B Instructions to Offerors Non-Construction

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

C.8 PRICE PROPOSALS

Complete Exhibit 1 to provide pricing that is consistent with the Scope of Services for services proposed.

C.8.1 Price Proposal Hourly Rates

The price is required to be proposed 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 must be included.

Part A. Hourly Rates

The Price Proposal shall include a breakdown showing a fully burdened hourly rate for each personnel classification by nature of the work required to complete the Scope of Services included within this Solicitation. A detailed Price Proposal including the personnel to be used in performance of the contract shall be identified and their rates 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

Part B. Price Proposal Fixed Fee per Assessment and Energy Audit

The price is required to be proposed on a fixed fee per assessment and Energy Audit basis by Personnel Classification.

Price Proposals that are not submitted within the solicitation Exhibit or outside of the Exhibit format will not be accepted.

Points assigned to Respondent in this category will be based on the proposed hourly rates and fixed fee per assessment and evaluated based on its value to DCHA. 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(s) 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 <u>RETENTION</u>

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 <u>LATE PROPOSALS, MODIFICATIONS AND WITHDRAWAL OF PROPOSALS</u>

- a) Proposals and modifications to proposals that are received in the DCHA Office of Administrative Services after the exact time specified in the RFP are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
 - 1) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of proposal;
 - 2) The proposal or modification was sent by mail and it is determined by the 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 date 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(s) 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 one (1) year 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 accepted Price Proposal. Contractor shall provide all specified services required by the DCHA.

D.3 <u>TIME</u>

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. Respondents to this solicitation must have the capacity to obtain a Certificate of Insurance at the stated limits below, prior to and as a condition of contract award. All insurance provided by Contractors in this section shall set forth DCHA as an additional insured (as applicable).

Contractor shall carry and pay for:

PROFESSIONAL SERVICES 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 (*see* 32 DC Official Code § 1504). If and when Employer's Liability insurance applies, however, the minimum requirements are as follows:

Each Accident: \$500,000 Employee Disease: \$500,000 Disease-Policy Limit: \$500,000

ADDITIONAL COVERAGE

Umbrella or Excess Liability {Required Only for Professional Consultant Services with less than the stated Minimum Requirements}

DCHA will accept \$5,000,000.00 Umbrella Coverage with \$1M Per Occurrence and \$2M Aggregate for General Liability and Employment Practices} \$5,000,000

Employment Practices Liability: Per Occurrence: \$2,000,000

Aggregate: \$4,000,000

Employee Dishonesty:

\$250,000

Professional Liability (Errors & Omissions):

Per Occurrence: \$2,000,000 Aggregate: \$4,000,000

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

With respect to policies described above:

- (a) These policies must be in place before the execution of the contract, as inforce 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 or email <a href="https://orw.org.ncbi.nlm.n

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.

- 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 observed holiday, checks will be processed on the next business day.

D.8 TASK ORDERS

D.9 <u>CEILING PRICE-[RESERVED]</u>

D.10 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.11 SECTION 3 REQUIREMENTS- [Mandatory for All Respondents]

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

Contractors and subcontractors will:

- 1. <u>Incur all costs required for compliance with the applicable regulations;</u>
- 2. Be subject to DCHA monitoring for compliance, and
- 3. Accept any applicable penalties for non-compliance.

The contractor must include a signed copy of the Section 3 Contractor Compliance Agreement and a complete, compliant Section 3 Action Plan as part of its proposal to be considered for contract award. The required documents can be found in the solicitation's attachments. The Section 3 Contractor Compliance Agreement should be read in its entirety before completing the Section 3 action plan since it provides details about DCHA's Section 3 policy.

Please consult Hanna Koerner, Special Advisor in the DCHA Office of Resident Services at 202.535.1517 hkoerner@dchousing.org for additional information or assistance with the completion of your Section 3 Compliance Agreement and/or Section 3 Action Plan.

D.12 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

- a) 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;
- b) 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;
- c) 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) That the Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction; and
- e) The Respondent shall not designate as proprietary or confidential information the name of the Respondent, the proposal price, or any information that is not actually proprietary or confidential.

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

D.13 RESPONSIBLE CONTRACTORS

DCHA will only award contracts to responsible 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.14 EMPLOYEE DISHONESTY INSURANCE

Upon contract award, Contractor shall provide evidence of Employee Dishonesty Insurance for an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), obtained at its own expense, for the purpose of protecting against dishonest acts of the Contractor and its employees. 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.15 RESPONDENT'S KEY PERSONNEL

The key personnel specified in the Respondent's proposal are considered to be essential to the work being performed under the contract. Prior to diverting any of the key personnel for any reason(s), the Contractor shall notify the 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.16 CONSENT TO SUBCONTRACT

The Respondent must obtain the written 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.17 FAIR HOUSING EQUAL OPPORTUNITY CLAUSE

During the performance of the contract, the Contractor shall not discriminate on the basis of race, color, religion (creed), sex, 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.18 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.19 SECTION 504 OF THE REHABILITATION ACT OF 1973 (AS AMENDED)

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

D.20 NO WARRANTY

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

D.21 EXPENSE OF THE RFP SUBMISSION

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

D.22 CANCELLATION

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.23 PROTEST

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

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

DEFINITIONS

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.24 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" provision 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.25 DAVIS BACON REQUIREMENTS-[RESERVED]

D.26 MCNAMARA - O'HARA SERVICE CONTRACT ACT

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

D.27 SELECTION NON-BINDING

The selection by 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.28 QUALIFIED BIDDERS LISTING (QBL)

DCHA may 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 award of services pursuant to the solicitation 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

DCHA will make an award to the most responsible and responsive Respondent whose proposal 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.

DCHA may award a contract to other than the lowest priced proposal. In the event that two (2) or more proposals are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most responsive.

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

DCHA intends to make a single award.

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

E.3 EVALUATION AND SELECTION CRITERIA

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

The following evaluation factors will be used in determining the competitive range, with a total possible score of 147.5 points.

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

E.3.1 Technical And Cost Evaluation Factors

Maximum 147.5 Points

Criteria	Maximum Points
Experience:	
Proposal shall clearly outline the respondent's experience with performing PNAs for PHAs, the CARRS system and EAs.	
This factor will be evaluated based upon evidence of the following:	
1) Demonstrate a minimum of (5) years'-worth of experience in producing Physical Needs Assessments for comparable public housing authority portfolios. (5 points)	20
2) Demonstrate a minimum of (5) years'-worth of experience in working with the District of Columbia on Facilities Condition Assessments using the District's CARSS system. (5 points).	
3) Demonstrate a minimum of (5) years'-worth of experience in performing cost-estimates for physical needs assessments. (5 points)	
4) Demonstrate that personnel assigned to perform the EA have personal, professional experience to perform the Energy Audit. (5 points)	

Approach:		
Proposal shall clearly describe the respondent's approach to satisfying the Scope of Work. Description should include the respondent's approach to staffing, workflow, project coordination and the use of technology to complete the work within the assigned schedule and satisfying all of the requirements for compliance with HUD and the District of Columbia as described in the scope of work above.		
This factor will be evaluated based upon evidence of the following:		
 Demonstrate an approach to successfully complete the data collection activities as described in the Scope of Work. (total available points 10) 		
 Demonstrate an approach to successfully complete the PNA Report as described in the Scope of Work. (total available points 10) 		
3) Demonstrate an approach to successfully complete the Energy Audit as described in the Scope of Work. (total available points 10)	30	
Points will be assigned for each of the three categories above based upon the following breakdown:		
a. Cite Three relevant examples from comparable projects of similar scope and duration (up to 10 points)		
b. Cite two relevant examples from comparable projects of similar scope and duration (up to 6 points)		
c. Cite one relevant example from comparable projects of similar scope and duration (up to 4 points)		
Partial points may be granted to a respondent for citation of examples which clearly describe some but not all of the criteria listed in the scope of work.		
References:		
Name the business name, address, phone numbers, and type of work performed with similar scope of work of no less than three references.	15	

Description of Constantials	
Professional Credentials: Firm has all of the District of Columbia licenses as required. (5 points) Firm meets requirements for scope elements related to the Energy Audit, certification ("energy auditor," "certified energy auditor," "certified energy manager," "HERS Rater") from a state or national energy auditing certifying agency. Acceptable certifications include those provided by the American Association of Energy Auditors (AEE), the Building Performance Institute (BPI), and the Residential Energy Services Network (RESNET). (5 points)	10
Ability to Complete Work: Submit the firm's plan to comply with all services, deliverables, and the timeframe required in this RFP. Respondent must cite examples from other comparable projects within the past two (2) years to demonstrate its ability to perform within proposed budget and project timeline. Responses will be scored as follows: a. Three relevant examples from comparable projects of similar scope and duration (15 points) b. Two relevant examples from comparable projects of similar scope and duration (10 points) c. One relevant example from comparable projects of similar scope and duration (5 points)	15
Section 3 1. Hiring Section 3 Residents- 6 Points 2. Contracting to Section 3 Business Concerns- 6 Points 3. Other Economic Opportunities- 4 Points 4. Past Performance- 4 Points COST	20
Proposal shall include a fee proposal for completing the work. Cost proposal will evaluated based on its value to DCHA. Price proposal offers the lowest discounted government rates.	30
Maximum Technical Points	140

E.3.2 Bonus Points

Maximum 7.5 Points

BUSINESS ENTERPRISE DESIGNATION POINTS FOR SMALL MINORITY/WOMEN OWNED BUSINESS

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 Small, Minority or Women-Owned Business Enterprise (S/M/WBE).

The following definitions apply for the DCHA Business Enterprise Designation

"Small" means a firm with 500 employees or less.

"Minority" means 51% ownership.

"Women-Owned" means 51% ownership.

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

The points will be awarded in the following manner:

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

TOTAL MAXIMUM POINTS (to include Bonus) 147.5 POINTS

SECTION F-TIMETABLE (SELECTION PROCESS)

F.1 <u>TIMETABLE</u>

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	Sunday, March 29, 2020
Issuance of RFP	Monday, March 30, 2020
Site Visit by Virtual Site Tour posted by	
Addendum to DCHA website	Thursday, April 9, 2020
Pre Proposal Conference by Webex	
Teleconference	Thursday, April 9, 2020
Deadline for Submission of	
Inquiries/Questions	Wednesday, April 15, 2020
Submission of Proposals	Friday, May 1, 2020
Evaluation Period	Beginning Week of May 4, 2020
DCHA Board Committee Review	Wednesday, May 27, 2020
Presentation to DCHA Board of	
Commissioners for Contract Approval (if	
applicable)	Wednesday, June 10, 2020

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- Price Proposal

G.2 APPENDICES

Appendix I- DCHA Physical Needs Assessment | List of Properties

Appendix II- DCHA Proposed Rad Conversion List

Appendix III- HUD Physical Needs Assessment Comprehensive Grant

Program (CGP)

Appendix IV- ASTM Uniformat II Classification for Building Elements

(E1557-97)

Appendix V- HUD Notice PIH 2018-04

G.3 ATTACHMENTS

Attachment A- HUD 5370 General Conditions for Non-Construction Contracts

Section I

Attachment B-Tax Certification AffidavitAttachment C-Non-Collusive AffidavitAttachment D-Certificate of Eligibility

Attachment E- Contract Compliance Requirements

Attachment F- Payments to Subcontractors and Suppliers Certificate

Attachment G-HUD 5369 C Representations, Certifications of Offerors (Non-Construction) Statements of Bidders Qualifications Attachment H-Conflict of Interest Certification Attachment I-Attachment J-DCHA Section 3 Action Plan Attachment K-DCHA Section 3 Contractor Compliance Agreement Attachment L-RESERVED Attachment M-HUD 5369 B Instructions to Offerors Non-Construction Attachment N-Wage Determination

^{**} Italicized Certifications and Affidavits B through K must be completed and returned with Proposal