



SOLICITATION, OFFER, AND AWARD		1. Caption		Page of Pages	
		Janitorial Services		1	20
2. Contract Number		5. Type of Solicitation		6. Type of Market	
		X Sealed Bid (IFB)		Open	
3. Solicitation Number		Sole Source		XX Set Aside	
DCHFA-23-007		Sealed Proposals (RFP)		Open with Sub-Contracting Set Aside	
4. Date Issued				NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder".	
August 4, 2023					
7. Issued By:		8. Address Offer to:		Delivery	
D.C. Housing Finance Agency 815 Florida Avenue, N.W. Washington, D.C. 20001-3017		Procurement@dchfa.org		N/A	

A. SOLICITATION / CONTRACT FORM

9. Submission Deadline	Date Due August 30, 2023	Time Due 2:00 p.m. local time
CAUTION: Late Submissions, Modifications and Withdrawals: Responses received after 2:00 p.m. are considered and may not be considered. .		
10. Agency Contact	A. Name	B. E-mail Address
	Eric Jackson	procurement@dchfa.org

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date	Amendment Number	Date
14. Offeror Contact Information		Person Authorized to Sign Offer/Contract		Person Authorized to Sign Offer/Contract		
If Offeror is a Joint Venture, add signatures of additional general partners or members as appropriate.	A. Name					
	B. Title					
	C. Address					
	City, State, Zip					
<input type="checkbox"/> Check if remittance address is different from address to the right - - Refer to Section G.	D. Phone					
	17. Signature					
	18. Date					

AWARD (TO BE COMPLETED BY AGENCY)

15. Accepted as to Items Numbered	16. Amount	
17. Name of Contracting Officer (Type or Print)	18. Signature of Contracting Officer	19. Award Date
Tara Sigamoni		



DISTRICT OF COLUMBIA HOUSING FINANCE AGENCY

815 Florida Avenue, N.W.
 Washington, D.C. 20001-3017
 (202) 777-1600
 (202) 986-6736 (FAX)

**INVITATION FOR BIDS (IFB)
 JANITORIAL SERVICES**

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The District of Columbia Housing Finance Agency (DCHFA or Agency), is seeking a contractor to provide Janitorial Services at its facility located at 815 Florida Avenue, N.W., Washington, D.C. 20001. **A site visit will be held on August 14th 2023 at 10:00 a.m. at 815 Florida Avenue, N.W.**

B.2 The Agency contemplates award of fixed price contract.

B.3 PRICE SCHEDULE

B.3.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 0001	Daily Cleaning (Priced per month)	\$_____per month	12	\$_____
0002	Monthly Cleaning, see section C.5.2	\$_____ per month	12	\$_____
0003	Semi Annual Cleaning – Section C.5.3			
0003a	Window Washing	\$_____	2	\$_____
0003b	Strip/Wax VCT Floors	\$_____	2	\$_____
0003c	Shampoo Carpets/Rugs	\$_____	2	\$_____
Grand Total for B.3.1				\$_____

B.3.2 OPTION YEAR 1

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 1001	Daily Cleaning (Priced per month)	\$_____per month	12	\$_____
1002	Monthly Cleaning, see section C.5.2	\$_____ per month	12	\$_____
1003	Semi Annual Cleaning – Section C.5.3			
1003a	Window Washing	\$_____	2	\$_____
1003b	Strip/Wax VCT Floors	\$_____	2	\$_____
1003c	Shampoo Carpets/Rugs	\$_____	2	\$_____
Grand Total for B.3.2				\$_____

B.3.3 OPTION YEAR 2

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Estimated Quantity	Total Estimated Price
CLIN 2001	Daily Cleaning (Priced per month)	\$_____per month	12	\$_____
2002	Monthly Cleaning, See section C.5.2	\$_____ per month	12	\$_____
2003	Semi Annual Cleaning – Section C.5.3			
2003a	Window Washing	\$_____	2	\$_____
2003b	Strip/Wax VCT Floors	\$_____	2	\$_____
2003c	Shampoo Carpets/Rugs	\$_____	2	\$_____
Grand Total for B.3.3				\$_____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

DCHFPA is seeking the services of a contractor to provide janitorial services at its facility located at 815 Florida Avenue, N.W., Washington, D.C. 20001. The contractor shall provide the necessary labor, management, supervision, and supplies to perform cleaning and janitorial services. Services considered unacceptable upon a validated customer complaint shall be re-performed at no additional charge to the Agency.

C.2 DEFINITIONS

These terms when used in this IFB have the following meanings:

DCHFPA: District of Columbia Housing Finance Agency

CA- Contract Administrator

C.3 BACKGROUND

- a. The Agency is a corporate body and an instrumentality of the District of Columbia which has a legal existence, separate from the District of Columbia and is empowered to act pursuant to the District of Columbia Housing Finance Agency Act (Chapter 27 of Title 42 of the District of Columbia Code, as amended, (the “Act”)).
- b. The Agency’s Executive Director is empowered by the Act to employ such officers, agents, and employees deemed necessary to operate the Agency efficiently.
- c. The Agency was established in 1979 pursuant to the District of Columbia Housing Finance Agency Act, as amended (D.C. Code Section 42-2701.01 *et seq.*), to increase the supply of affordable housing in the District of Columbia through the issuance of revenue bonds, notes and other obligations. The Agency is a corporate body with a legal existence separate and apart from the District of Columbia (the “District”). The Agency is self-sustaining, and its budget, finances, procurement, and personnel system are independent of the District government.

C.4 REQUIREMENTS

The total square footage of the building is 28,000 square feet. The contractor shall perform the following services:

C.4.1 Clean all three (3) floors of the facility, the stairwells, and the basement daily, Monday – Friday except Agency Holidays. The building floors consist of the following:

- Nine (9) bathrooms
- Forty-Five (45) offices
- Eight (8) open workspaces
- One (1) Suite (Suite 104)
- Lunchroom
- Pantry
- Lobby area

- Auditorium

Specifically, the contractor shall be responsible for:

- Removal of all trash and recyclables from all offices, conference rooms, reception areas, restrooms, open areas and auditorium to include replacing the trash liners.
- Dust all surfaces and furniture including desks, file cabinets, credenzas, bookcases, wall fixtures, ceiling to remove cobwebs from the open spaces and offices (if they are left open).
- Vacuum all carpeted areas, carpet edges and corners, including area rugs and mats.
- Thoroughly clean all restrooms, including mirrors, wet mopping daily, disinfecting interior and exterior sinks, toilet seats and urinals. Restrooms are located in the basement, 1st, 2nd, 3rd floors and the Executive Director's Suite.
- Restock restroom supplies including trash can liners, hand soap, seat covers, paper towels, air fresheners and toilet paper as needed. Each restroom shall have a minimum of two toilet paper rolls per stall.
- Wet mop and buff all VCT floors
- Clean interior windows (atrium, Library, Boardroom and 9th Street exit).
- Clean/wash all tables in employee lounge
- Clean all stairwells for dust, cobwebs, debris
- Wash down all pantry surfaces
- Clean all water cooler overflow trays
- Wipe down elevator and clean elevator
- Clean all carpet spills
- Clean men's and women's shower stalls
- Contractor shall lock offices which are left open after cleaning (if the office is in the lock door list which will be provided to the contractor upon contract award).

C.4.2 On a monthly basis, the contractor shall perform the following services:

- Clean all appliances inside and out and dusting of table legs in the employee lounge
- Clean the pantry (appliances inside and out)
- Clean the microwave ovens located on all three floors
- Clean the full size and compact refrigerators.
- Dust and clean all ledges, partition tops and air grills
- Dust window blinds
- Polish all wood and leather furniture
- Polish all chrome fixtures
- Wet mop and buff auditorium floor and vacuum stage area
- Dust windowsills
- Wipe down base boards and door jams
- Dust all boardroom furniture.
- Clean all aluminum and marble thresholds
- Replace all mop heads to avoid odors

C.4.3 On a semi-annual basis, the contractor shall perform the following services:

- Wash windows (interior and exterior)
- Strip and wax all floors

c. Professionally shampoo carpets and floor mats. Floor mats are customized and unique to the Agency and shall be handled with extreme care. The contractor may use a sub-contractor to clean the mats. The contractor accepts all liabilities for damages caused to the mats by the contractor or its sub-contractor.

C.4.4 The Agency currently has soap, paper towel and toilet paper dispensers on site. The contractor shall provide any required equipment which corresponds to the materials and supplies the contractor intends to use on site, if the Agency provided equipment is not sufficient. The contractor is responsible for supplying the soap, paper towel, toilet paper.

C.4.5 The contractor shall provide sufficient personnel, supervision, materials and equipment to perform the required services. The Agency estimates that it may take a minimum of four personnel to provide said services.

C.4.6 The services shall be provided five (5) days per week, Monday – Friday at a scheduled time approved by the Agency upon contract award.

C.4.7 The name, addresses of all persons, including supervisory personnel, who will be providing services pursuant to this contract may be required by the Agency. The Agency may also request a background check.

SECTION D: DELIVERABLES

The contractor shall prepare contract deliverables in electronic format as follows:

Signed checklist of cleaned areas	Daily
Monthly inventory reports	15 th of each month
Status Reviews	Quarterly
Complete information per section C.5.7	Prior to contract award
Background Clearance	Prior to contract award and if requested
Reports Submitted to CA Marcus Thompson	mthompson@dchfa.org

SECTION E: INSPECTION AND ACCEPTANCE

E.1 QUALITY CONTROL: The contractor is responsible for controlling the quality of services and ensuring that the services conform to the requirements stipulated in the executed contract and all applicable modifications.

E.2 INSPECTION AND ACCEPTANCE

The Contractor shall only tender for acceptance Services and Deliverables that conform to the requirements of this Contract. The Agency will, following Contractor’s tender, inspect or test the Services and Deliverables and:

- a. Accept the Services and Deliverables; or
- b. Reject the Services and Deliverables and advise Contractor of the reasons for the rejection.

If rejected, Contractor shall repair, correct or replace nonconforming Deliverables or re-perform nonconforming Services, at no increase to contract price. If repair, correction, replacement or re-performance by Vendor will not cure the defects or is not possible, Agency may terminate the Contract under Section F (Term), and, in addition to any other remedies, may reduce the Contract price to deduct amounts for the defective work.

SECTION F: PERIOD OF PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from date of award. Continuation of these services beyond September 30 of each year is subject to availability of funding.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The Agency may extend the term of this contract for a period of two (2) one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Agency will give the Contractor preliminary written notice of its intent to extend. The preliminary notice does not commit the Agency to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.

F.2.1.1 If the Agency exercises this option, the extended contract shall be considered to include this option provision.

F.2.1.2 The price for the option period(s) shall be as included in the price schedule.

F.2.1.3 The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The DCHFA will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall create and submit payment requests in an electronic format to the CA.

G.2.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified.

G.2.3 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.3.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

- G.2.3.2 Contract number and invoice number;
- G.2.3.3 Description, price, quantity, and the date(s) that the supplies or services were delivered or performed;
- G.2.3.4 Other supporting documentation or information, as required by the Contracting Officer;
- G.2.3.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.3.6 Name, title, phone number of person preparing the invoice;
- G.2.3.7 Authorized signature.

G.3 PAYMENT

Unless otherwise specified in this contract, payment will be made in accordance with the price schedule.

G.4 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the DCHFA only by contracting officers. The contact information for the Contracting Officer is:

Tara Sigamoni
 Vice President, Procurement and Administration
 District of Columbia Housing Finance Agency
 815 Florida Avenue, N.W.
 Washington, D.C. 20001
 Email: tsigamoni@dchfa.org

G.5 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.5.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.5.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.5.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.6 CONTRACT ADMINISTRATOR (CA)

- G.6.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- G.6.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.6.1.2 Coordinating site entry for Contractor personnel, if applicable;
- G.6.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.6.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers; and
- G.6.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices or vouchers.

G.6.2 The address and telephone number of the CA is:

Marcus Thompson
 Facilities Manager
 D.C. Housing Finance Agency
 815 Florida Avenue, NW
 Washington, DC 20001
 Email: mthompson@dchfa.org

- G.6.3 The CA shall NOT have the authority to:
 1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
 2. Grant deviations from or waive any of the terms and conditions of the contract;
 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 4. Authorize the expenditure of funds by the Contractor;
 5. Change the period of performance; or
 6. Authorize the use of District property, except as specified under the contract.
- G.6.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H – CONTRACT CLAUSES

H.1 Actual or Potential Conflicts

- H.1.1 All offerors are subject to applicable Federal, District and Agency conflict of interest laws, regulations and guidelines. Failure to comply with any such laws, regulations or guidelines will result in the proposal being rejected.

- H.1.2 State whether you, your company, or any individual within your company represents any clients or interests or has a personal interest whether that interest is financial or otherwise, which creates or may create an actual or potential conflict in the performance of services for the Agency.
- H.1.3 Please include a statement to the effect that at the time that you or your company are selected by the Agency, any facts which are known or come to light which create or may create an actual or potential conflict will be fully disclosed in writing to the Agency.

H.2 REPRESENTATIONS AND WARRANTIES OF THE AGENCY

- H.2.1 To induce the Contractor to enter into this Contract, the Agency represents and warrants as follows:
 - a. The Agency has full power and authority to execute, deliver, and perform under this Contract.
- H.2.2 To induce the Agency to enter into this Contract, Contractor represents and warrants as follows:
 - a. The Contractor, through its authorized representative, has full power and authority to execute, deliver and perform this Contract and is authorized and in good standing under the laws of the District of Columbia.
 - b. This Contract constitutes the valid, legal, and binding agreement of the Contractor, enforceable in accordance with its terms, except as otherwise limited by bankruptcy, insolvency, receivership, or other similar laws.
 - c. The Contractor possesses all necessary licenses, permits, and approvals required to execute, deliver, and perform the Scope of Services under this Contract.
 - d. There is no current litigation or, to the best of the Contractor's knowledge threatened, which would adversely impede or prevent the Vendor from performing under this Contract.
 - e. The Contractor will discharge its duties and responsibilities under this Contract with the degree of skill, care, and diligence that are consistent with industry standards.
 - f. The Contractor has no claims against the Agency.

H.3 CONFLICT OF INTEREST

The Contractor shall, within five (5) calendar days, including weekends and federal and District holidays, of discovering the existence of an actual or potential conflict of interest, notify the Agency of the existence of such conflict. Any such notice shall be in writing and contain a detailed description of the conflict. In the event that an actual or potential conflict of interest exists, **Section H.9 (Governing Law)** shall not apply and the Agency may, at its sole discretion, immediately terminate this Contract. The Agency may compensate the Contractor for the Scope of Services performed prior to termination.

H.4 NONDISCRIMINATION

At all times during the performance of this Contract, the Contractor shall comply with all applicable federal and local laws regarding nondiscrimination against employees or applicants for employment because of race, color, religion, national origin, personal appearance, sex, age, sexual orientation, gender identity or expression, family responsibilities, matriculation, source of income, victim of an intra-family offence, mental or physical disability, political affiliation, or marital status.

H.5 LIABILITY

The Contractor shall be solely liable for the Contractor's own negligence, omissions, intentional misconduct, and other actions it undertakes or contracts to have undertaken while performing under this Contract, including, but not limited to any damages, costs, etc., incurred therefrom.

H.6 INDEMNIFICATION

Except to the extent arising out of the Agency's gross negligence or willful misconduct, Contractor shall indemnify, hold harmless, and defend the Agency against any and all claims, suits, liabilities, damages and judgments, including, without limitation, reasonable attorney's fees and litigation costs, arising out of, resulting from, or relating to (a) the acts or omissions of the Contractor and Contractor's agents during the term of this Contract, or (b) any breach of this Contract by the Contractor or the Contractor's agents.

H.7 TIME

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

H.8 COUNTERPARTS

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

H.9 GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of the District of Columbia.

H.10 ASSIGNMENT

The Contractor shall not assign or transfer this Contract or any rights or benefits hereunder to any person or entity without the prior written approval of the Agency. Any assignment made without receiving prior written approval of the Agency shall be void.

H.11 ENTIRE AGREEMENT; MODIFICATION

This resultant Contract shall constitute the entire agreement between the Parties. There are no promises or other agreements, oral or written, express or implied other than as set forth in this Contract. No change or modification of or waiver under this Contract shall be valid unless it is in writing and signed by a duly authorized representative of the Party against which it is to be enforced.

H.12 SEVERABILITY

If any provision of this Contract is found by a court or other body to any extent to be invalid or unenforceable, the remainder of the Contract shall not be affected and shall be valid and enforceable to the fullest extent permitted under District of Columbia and, to the extent applicable, federal law.

H.13 ANTI-FRAUD REPORTING

The Contractor shall report to the Agency, within five (5) calendar days, including weekends and federal and District of Columbia holidays, of discovering the existence of any actual or potentially suspicious, fraudulent or misleading activities or information related to this Contract. Any such report shall be in writing and contain a detailed description of the activity. The Contractor agrees and understands that submitting any false or misleading information related to this Contract may be subject to criminal and/or civil penalties.

H.14 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE

If Contractor breaches this Contract, and the Agency in its sole discretion determines that the breach is curable, then the Agency will provide the Contractor with a five (5) calendar day written notice of the default and an opportunity to cure the default. If, after that time, the Contractor remains in breach, the Agency may immediately terminate this Contract by providing written notice to the Contractor.

H.15 INVALIDITY OF PROVISIONS

If any term, covenant, or condition of this Contract, or the application thereof to any person or circumstances, shall be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law as if such invalid or unenforceable term or provision had not been included herein.

H.16 CONTEXT OF WORDS

Where the context requires, words in the singular shall be substituted for the plural and vice versa, and words in the masculine shall be substituted for any gender.

H.17 NOTICE

Any written notice required pursuant to this Contract shall be addressed as follows (or to such other address as shall be subsequently indicated in writing to either Party to this Contract from the other):

**To the Agency: The District of Columbia Housing Finance Agency
815 Florida Avenue, NW
Washington, DC 20001
Attention: Vice President of Procurement and Administration
Email: procurement@dchfa.org**

To the Contractor: _____

H.18 ABSENCE OF INTEREST

The Contractor represents that no officer, agent, employee, official or representative of the Agency has received any payment or other compensation for the making of this Contract and that no such person has any interest, direct or indirect, in this Contract or the proceeds thereof or related thereto.

H.19 NO PARTNERSHIP

Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture of or between the Agency and the Contractor or create any other relationship between the Parties hereto other than the Contractor and Agency related to the Scope of Services of this Contract.

H.20 NO WAIVER

The waiver at any time by the Agency of any term of this Contract shall not be construed or understood as waiving any future or other rights of any character whatsoever.

H.21 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

H.22 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the Agency in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

H.23 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer (CO) giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the DCHFA.

The DCHFA shall be included in all policies required hereunder to be maintained by the Contractor (except for workers' compensation and professional liability insurance) as an additional insureds for claims against DCHFA relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor maintain broader coverage and/or higher limits than the minimums shown below, the DCHFA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.

B. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance (“CGL”) - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Workers’ Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer’s Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of the DCHFA.

3. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or (ii) \$3,000,000 per occurrence and \$3,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverage must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the DCHFA and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.
4. Automobile Liability Insurance – The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with

minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

5. Employee Theft Insurance – The Contractor shall provide evidence satisfactory to the CO of employee theft insurance in the amount of \$100,000.00.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the DCHFA.

- D. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the DCHFA and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- E. **LIABILITY.** These are the required minimum insurance requirements established by the DCHFA. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.
- F. **CONTRACTOR'S PROPERTY.** Contractors and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the DCHFA.
- G. **MEASURE OF PAYMENT.** The DCHFA shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- H. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- I. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The District of Columbia Housing Finance Agency
Tara Sigamoni
Vice President of Procurement and Administration
815 Florida Avenue, N.W.**

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverage, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- J. DISCLOSURE OF INFORMATION. The Contractor agrees that the DCHFA may disclose the name and contact information of its insurers to any third party which presents a claim against the DCHFA for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- K. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

SECTION I: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

I.1 METHOD OF AWARD

- I.1.1 The Agency reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the Agency.
- I.1.2 The Agency intends to award a single contract resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

I.2 FAMILIARIZATION WITH CONDITIONS

Bidders shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Bidders will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

I.2.1 A site visit will be held on August 14th 2023 at 10:00 a.m. at 815 Florida Avenue, N.W.

I.3 BID SUBMISSION DATE AND TIME

Bids must be submitted to procurement@dchfa.org.

I.4 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid at any time before the closing date and time for receipt of bids.

I.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

I.5.1 Late Submissions

The Agency will not accept late bids or modifications to bids after the closing date and time for receipt of bids.

I.5.2 Late Modifications

A late modification of a successful bid which makes its terms more favorable to the Agency will be considered at any time it is received and may be accepted.

I.6 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

I.7 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question electronically to procurement@dchfa.org. The prospective bidder should submit questions no later than **seven (7)** days prior to the closing date and time indicated for this solicitation. The Agency may not consider any questions received less than **seven (7)** days before the date set for submission of bids. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by Agency officials before the award of the contract will not be binding.

I.8 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation. The Agency must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

I.9 SIGNING OF BIDS

I.9.1 The Contractor shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

I.9.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the

partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

I.10 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

I.11 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- I.11.1** Name, address, telephone number and federal tax identification number of bidder;
- I.11.2** A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- I.11.3** If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

I.12 BID OPENING

The Agency shall make publicly available the name of each bidder, the bid price, and other information that is deemed appropriate.

I.13 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages to the CO. **Each certificate of insurance must identify the contract or solicitation number.**

I.14 GENERAL STANDARDS OF RESPONSIBILITY

I.14.1 To be determined responsible, a prospective contractor must demonstrate that it:

- (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- (c) Has a satisfactory performance record;
- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;

- (f) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, , D.C. Official Code § 2-219.01 *et seq.*, as amended;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

I.14.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

I.14.3 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the Act, the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

I.14.3.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime offerors as follows:

- a. Any prime offeror that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- b. Any prime offeror that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- c. Any prime offeror that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- d. Any prime offeror that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- e. Any prime offeror that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- f. Any prime offeror that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100- point scale added to the overall score.
- g. Any prime offeror that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

h. Any prime offeror that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

I.14.3.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime offeror I.6.3 Preferences for Certified Joint Ventures

I.14.3.3 A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

I.14.3.4 Verification of Offeror's Certification as a Certified Business Enterprise

I.14.3.5 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

I.14.3.6 Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001

I.14.3.7 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.