



## **Request for Proposals**

**DCHE Solicitation Number: 2018-1**

**New Market Tax Credit  
Application, Administration and Support Services**

**Issue Date: December 4, 2017**

**Proposals Due Date: January 8, 2018**

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## **SECTION A – GENERAL INTRODUCTION**

### **A.1 OVERVIEW**

D.C. Housing Enterprises (“DCHE”) is a nonprofit corporation of the District of Columbia and a wholly-owned subsidiary of the District of Columbia Housing Authority (“DCHA”)<sup>1</sup>, issues this Request for Proposals (“RFP”) to engage New Market Tax Credit (NMTC) Application, Administration and Support Services. DCHE invites qualified professionals, herein after referred to as “Respondents”, interested in providing full NMTC Application, Administration and Support Services to submit a proposal in accordance with the specifications outlined in this RFP.

### **A.2 BACKGROUND**

Beginning in the late 1990's, the NMTC Program was established to provide tax credit incentives to investors for equity investments in certified Community Development Entities (“CDE”), which invest in low-income communities. The NMTC Program provides a resourceful means for DCHA to finance revitalization within distressed DCHA communities.

DCHE manages the NMTC Program for DCHA. In doing so, DCHE works with businesses that invest in DCHA Communities. In furtherance of this initiative, DCHE seeks proposals from interested and qualified firms (“Contractors”) to provide NMTC Application, Administration, and Support Services for DCHE's NMTC Program. NMTC Application, Administration, and Support Services are to begin with the preparation of the 2018 New Markets Tax Credit (NMTC) Allocation Application as further detailed within the Scope of Services. DCHE intends to select qualified firm(s) to furnish support services as it relates to NMTC Allocation Application activities required to prepare a successful application.

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<sup>1</sup> *The District of Columbia Housing Authority (DCHA) is dedicated to enhancing the quality of life in the District of Columbia by providing and effectively managing affordable housing, which is diverse, well maintained, and aesthetically pleasing for those whose circumstances prevent them from competing in the general marketplace. Besides operating over 8,000 publicly owned rental units, DCHA also contracts over 10,000 private units through its Housing Choice Voucher Program (HCVP). 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 Move to Work authority.*

## **SECTION B – SCOPE OF SERVICES**

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

Full Application, Administration and Support Services:

B.1.1 Review DCHE's past NMTC applications, identify particular areas in need of improvement and refinement and prepare a detailed memorandum outlining the information needed to develop a more competitive application for the 2018 NMTC allocation round and applications in subsequent years.

Primary responsibilities include but are not limited to the following:

- B.1.2 Develop a schedule for obtaining the necessary information for developing the different sections of the NMTC application, leading up to the submission of the 2018 (or current application year) application to the Community Development Financial Institutions (“CDFI”) Fund.
- B.1.3 Participate in conference calls and meetings as requested by DCHE for preparation of NMTC application;
- B.1.4 Work with DCHE to refine appropriate surveys or other tools for gathering the relevant impact data, analyzing that data, and developing responses to each of the relevant questions throughout the application, this may involve developing surveys to obtain impact data on previously financed and pipeline projects proposed for NMTC financing.
- B.1.5 Analyze all survey responses as well as other impact-related data to identify appropriate impact information to include in the NMTC application.
- B.1.6 Provide recommendations on refinement of the application, in particularly the business strategy and community impact sections. Recommendations may include utilizing surveys and other tools to collect relevant impact data (The client would be responsible for distributing and collecting the surveys from the individual borrowers.)
- B.1.7 Provide a detailed, question-by-question substantive review of a first draft of the application with detailed recommendations for improvement.
- B.1.8 Prepare a first draft of all required responses in the application, drawing upon DCHE's previous NMTC applications, information from impact surveys, and other data. Revise sections that require strengthening and

any additional information needed that help to further improve the application.

- B.1.9 Based on comments from DCHE staff members and Application Reviewer refine the various responses as appropriate and prepare final draft factoring applicable recommendations from final reviews.
- B.1.10 Provide technical support for preparing quantitative and qualitative responses to all Tables.
- B.1.11 Provide technical support for preparing Exhibits 2 thru 6.
- B.1.12 Prepare final edited application for submission to the CDFI Fund. (DCHE is responsible for the actual submission of the application and any required attachments.)
- B.1.13 Advise on a post-submittal advocacy strategy to be implemented by DCHE.

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## **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 can be evaluated easily.

### **C.2 INQUIRIES**

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

DC Housing Enterprises c/o  
District of Columbia Housing Authority  
Office of Administrative Services/Contracts and Procurement  
1133 North Capital Street, N.E., Suite 300  
Washington, DC 20001-7599  
Attention Cheryl Moore, Contracting Officer  
Email: [chmoore@dchousing.org](mailto:chmoore@dchousing.org)

**Inquiries/Questions concerning the solicitation documents must be submitted in writing to the issuing office no later than Thursday, December 14, 2017 by 12:00 noon.** Please copy all inquiries sent to the Contracting Officer to the Contract Specialist responsible for this RFP, Lolita Washington, by email [lwashing@dchousing.org](mailto:lwashing@dchousing.org) with a copy to [business@dchousing.org](mailto:business@dchousing.org)

Answers to questions will be provided to all Respondents being solicited, giving regard to the proper protection of proprietary information. Answers will be posted to the DCHA website by addendum at [www.dchousing.org](http://www.dchousing.org) under the “Doing Business with DCHA” tab.

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

### **C.3 PRE-PROPOSAL CONFERENCE- (Reserved)**

### **C.4 SITE VISIT- *Reserved***

## C.5 SUBMISSION DATE

**All proposals must be received not later than 11:00 am on Monday, January 8, 2018.** Proposals shall be submitted marked "RFP No. DCHE 2018-1 New Markets Tax Credit Application, Administration and Support Services" and addressed to:

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

## C.6 CONTENT OF PROPOSALS

All proposals submitted for consideration will be reviewed by DCHE, with the Respondent receiving the highest rating, based on the criteria outlined in this section to be selected as the most capable of providing the services in a manner that is most advantageous to DCHE cost and other factors considered. **Please provide an original and five (5) copies.**

Please note that the proposal shall not exceed a maximum of 30 pages, excluding the cost proposal and supporting materials. DCHE may reject any and all proposals that are determined not to be in DCHE's best interest. In addition, DCHE reserves the right to waive any informalities, or minor irregularities, if it serves DCHE's best interest in doing so.

Proposals shall be submitted in two parts: Part I shall be titled "Technical Proposal" and Part II shall be titled "Price Proposal." Proposals shall be prepared in such a format and detail as to enable DCHE to make a thorough evaluation thereof and to arrive at a sound determination as to whether or not the Respondent can meet the requirements set forth in this RFP. Each submitted proposal should contain the following information:

### C.6.1 Proposal Format

Proposals shall be formatted on 8.5" by 11" letter-size paper, bound length-wise, with tabs to separate sections. Comb, Coil or Spiral Binding shall not be used. Proposals must include each item in the order outlined below in Sections C.6.2 and C.6.3 below. Each sub-section must be separated by tabs with sub-section headings. **Technical Proposals are limited to thirty (30) pages excluding the Price Proposal, exhibits, and supporting documentation** referenced and shall be paginated and organized as described below.

#### C.6.2 PART I: Technical Proposal

- Table of Contents
- Letter of Interest/Introduction
- Documentation to Substantiate NMTC Experience
- Documentation to Substantiate Knowledge of NMTC Program applicable laws and regulation, allocation application criteria. Time for delivery of services
- Key Personnel Resumes
- References
- Experience with HUD Section 3 & Section 3 Plan
  
- Minority Women Certified Business Enterprise (M/ WBE/ CBE) Equity Plan
- Completed Certifications & Affidavits

#### C.6.3 PART II: Fee Proposal

Complete Exhibit #1-Fee Proposal<sup>2</sup>

### C.7 **TECHNICAL PROPOSAL**

Detailed information about the requirements of each part is listed below. At a minimum, these sections should contain the following:

#### **1. Table of Contents**

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

#### **2. Letter of Interest/ Introduction**

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

#### **2. Documentation to Substantiate NMTC Experience**

Describe the firm's experience and qualifications working with the NMTC program, industry professionals and CDFI Fund. Describe the firm's experience and qualifications providing professional services for CDE's including application management support and application writing services for public housing agencies, quasi-governmental agencies or new CDE's. Include firm's overall track record

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<sup>2</sup> Package No. 2 shall contain price proposals only.

writing NMTC application that received allocations and other area of expertise as it relates to the scope of services.

**3. Documentation to Substantiate Knowledge of NMTC Program applicable laws and regulation, allocation application criteria.**

Provide description of firms' experience and knowledge of NMTC Program Federal laws and regulations and CDFI Fund lending standards including applicable sections of the Internal Revenue Code. Also, demonstrate level of firm's knowledge of the NMTC application requirements and record of accomplishments process for writing successful applications.

**4. Key Personnel Resumes**

Provide overview/resume of Management and Key Project Staff to include Education, Experience, Licenses, Certifications and Industry Affiliations as evidence of entity and key individuals' ability to provide services required to complete the Scope of Services.

**5. References**

**List at least** three (3) recent professional references from clients for whom the entity has performed similar work as, described in the Scope of Services. Include name, address, email address, and telephone number, description of work performed and the date completed.

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

**6. Experience with HUD Section 3 and Section 3 Plan**

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

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

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

**7. Minority/Woman/Certified Business Enterprise (M/WBE) Equity Plan**

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

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

**8. Certifications/Attachments**

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

Attach the following completed certification forms:

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

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

## **C.8 PRICE PROPOSAL**

C.8.1 Price Proposal shall provide the Consultant's Fee Schedule showing each personnel classification required by nature of the work required for the Scope of Services and tasks included within this RFP. Fees shall be fully burdened for each classification; inclusive of all direct and indirect labor cost, overhead and profit. Proposal fees quoted will be inclusive time for meeting with DCHE. Compensation should be based on unit price with no additional charges for routine expenses.

Respondents shall ensure that the proposed fees offered are the lowest discounted (government) fees offered to similar clients. Exhibit 1 – Fee Proposal Form Section 1 and Section II must be complete to reflect all fees.

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 The Respondent is fully responsible for controlling its cost of performing this contract and for properly pricing each order. No price increases will be permitted for any alleged miscalculations of the order 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 The DCHA will perform a cost analysis of the Respondent's Price Proposal. The cost analysis will allow DCHA to determine the reasonableness of the proposed contract cost.

C.8.5 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, including DCHE. 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. 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.

**C.11 MANNER OF AWARDS**

DCHE may award a contract(s) upon the basis of the initial proposals received, without discussion. Therefore, each initial proposal should contain the Respondent's best and final terms from a cost and technical standpoint. Proposals shall represent the best efforts of the Respondents and will be evaluated as such. Proposal should set forth full, accurate, and complete information as required by this solicitation.

**C.12 RETENTION**

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

**C.13 FAILURE TO SUBMIT RESPONSE**

**Recipients of this solicitation not responding with a proposal should not return this solicitation.** Instead, they should advise the 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 DCHE for other than evaluation purposes. DCHE reserves the right to determine the proprietary or confidential nature of the information and shall treat such information accordingly, based on its sole determination.

**C.16 LATE PROPOSALS, MODIFICATIONS AND WITHDRAWAL OF PROPOSALS**

- a) Proposals and modifications to proposals that are received in the designated DCHA office after the exact time specified in the RFP are “late” and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
1. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of Respondents;
  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 by the District after receipt; or
  3. The proposal is the only proposal received.
- b) The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification, or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the respondent can furnish evidence from the postal authority of timely mailing.
- c) Any request for withdrawal or request for modification received after the time and date set for submission of Respondents at the place designated for submission shall be considered “late”.
- d) A late proposal, late request for modification, or late request for withdrawal shall not be considered, except as provided by this section.
- e) A late modification of a successful proposal, which makes its terms more favorable to DCHE shall be considered at any time it is received and may be accepted at the sole discretion of DCHE.

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

The Respondent must demonstrate to the 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 and Corporate Seal affixed thereto.

The names of all persons signing shall be typed or printed below the signatures. A 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, at his or her discretion, to copy any public record except as expressly exempted by the Act.” Further, a “public record” has been defined by the District of Columbia Public Records Management Act of 1985 as “any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District.” D.C. Code §2-1701(13). Thus, public information submitted in response to this solicitation may be subject to disclosure in response to a request made under 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 DCHE 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 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. Respondent’s failure to acknowledge an addenda or amendment may result in rejection of the offer.

## **SECTION D - CONTRACT TERMS**

Respondents will be asked to conform to the requirements outlined in Section D of this RFP, in the event that they are selected as the result of this solicitation

### **D.1. TERM OF CONTRACT**

The term of the contract shall be two (2) based years from the date of execution with three (3) one-year renewal option years as deemed appropriate in the representation of DCHE and subject to availability of funds.

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

This is an Indefinite Quantity/ Indefinite Delivery contract for the items/services specified in Section B, Description of Services. Contractor shall provide all specified services required by the DCHA.

**D.3. TIME**

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

**D.4. INSURANCE**

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

The Respondent shall carry and pay for:

- (i) Commercial General Liability –

Per occurrence	\$2,000,000
Aggregate	\$4,000,000
Personal and Advertising Injury	\$1,000,000
Products and Completed Operations	\$2,000,000
  
- (ii) Automobile Liability covering bodily injury and property damage for all vehicles used by Respondent in the performance of the contract:

Per occurrence	\$1,000,000
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- (iii) Workers' Compensation:  
District of Columbia statutory requirements and benefits.
  
- (iv) Employer's Liability -

Each accident	\$500,000
Employee disease	\$500,000
Employee disease policy limit	\$500,000
  
- (v) Professional Liability (Errors and Omissions)

Per Occurrence:	\$1,000,000
Aggregate:	\$2,000,000

With respect to the policies described above, these policies must:

- (a) Be in place before the execution of this contract, as in-force insurance is a condition precedent to the contract;
- (b) Contractor shall provide DCHE with a 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, the Contractor shall provide DCHE with copies of renewal certificates 30 days prior to the expiration date of the expiring coverage;
- (d) Insurance contracts shall require that the insurance company notify DCHE in the event of a substantial change in coverage during the policy term;

- (e) Have an A.M. Best Company rating of A-VIII or higher by companies authorized to do business and in good standing in the District of Columbia, on such conditions, and with such beneficial interest appearing thereon as shall be acceptable to the DCHE.

In the event a claim arises out of this contract, the Contractor will promptly notify the DCHE Authorized Representative and the DCHA Contracting Officer. In addition, the Contractor will investigate and furnish the DCHE Authorized Representative and the Contracting Officer with reports of all accidents, claims and potential claims for damage or injury and will cooperate with its insurers and those of DCHE.

#### **D.5 INDEMNIFICATION**

The Contractor shall indemnify, defend and hold harmless HUD, DCHA, and DCHE and its respective employees, agents, contractors, Board of Directors, 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 Contractor may be responsible. Any provisions or limits of insurance set forth in this contract shall not limit the Contractor’s liability. At its own expense, the Contractor shall obtain the necessary insurance coverage acceptable to DCHE to comply with this indemnification requirement; provide evidence of such coverage to DCHE, and such coverage shall be in place before the execution of the contract awarded and as a condition to it.

#### **D.6 OPTION TO EXTEND THE TERM OF THE CONTRACT**

##### **1. Option Period**

DCHE may extend the term of the contract for up to three (3) one-year option periods.

##### **2. Option to Extend the Term of the Contract**

- a. DCHE may extend the term of this contract, or any fraction thereof, by written notice to the Contractor before the expiration of the contract. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.

- b. The costs for the option period and any subsequent extensions shall be specified in the contract.
- c. If DCHE exercises the option to extend the contract, such contract shall be modified and executed by DCHE and the Contractor. A copy of the same will be provided to the affected Contractor.
- d. The total duration of the contract, including the exercise of the any option there under, shall not exceed five (5) years.

**D.6. METHOD OF COMPENSATION**

Monthly Payment of Services:

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

Submission of Payment Requests

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

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

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

- (b) Proper invoices shall contain the following information:

- Contract Number
- Purchase Order Number
- Identification of matters/ services performed consistent with the contact requirement and supporting documentation

- (c) Failure to provide all documentation as outlined in item (b) above may delay payment of invoices

- (d) DCHA's Office of Financial Management and DCHE's Accounts Payable Division processes checks for payment every Thursday; except for when the date falls on a weekend or legal holiday; checks will be processed the next business day.

**D.7 TASK ORDERS**

- A. The estimated amount or performing any one or more contracts awarded hereunder shall not exceed the total ceiling. No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the ceiling of the entire contract. In the absence of the specified notice, DCHA is not obligated to pay the contractor for any amounts in excess of the ceiling of the contract, whether such amounts were incurred during the course of the contract period or as a result of termination.

- B. Task orders will be initiated by the DCHA COTR, in consultation with the Executive Director or her designee, pursuant to the contract with specific ceilings for the task identified. Contractors must agree to use its best efforts to perform the work specified in any task order within the ceiling specified, or decline to accept the task order.
- C. The Contractor shall notify DCHA, in writing, whenever contractor has reason to believe that the total estimated amount for the performance of a Task Order will be greater than the ceiling. As part of the notification, the contractor shall provide a revised estimate of the total estimated amount of performing the task.
- D. DCHA is not obligated to pay the contractor for amounts incurred in excess of the Task Order ceiling and the contractor is not obligated to continue performance under a Task Order (including actions under the termination clauses of this contract) or otherwise incur amounts in excess of the ceiling until DCHA has notified the contractor, in writing, that (i) the estimated amount has been increased and (ii) provides a revised ceiling for performing the Task Order.
- E. If the ceiling of a contract awarded hereunder or Task Order issued and accepted is increased, any amounts the contractor incurs before the increase that are in excess of the previous ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination notice directing that the increase is solely to cover the termination or other specified expenses.

#### **D.8 CEILING PRICE**

The DCHE shall not be obligated to pay the Contractor any amount in excess of the ceiling price (also referred to as the total price) in the Price Schedule(s), and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule(s), unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule(s) has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

#### **D.9 AFFIRMATIVE ACTION PROGRAM**

Respondent shall submit two (2) copies of an Affirmative Action Program (AAP) and Goals and Time Tables (G&T), "Compliance with Equal Opportunity

Obligations in Contracts” and the Office of Human Rights Regulations, Chapter 11, “Equal employment Opportunity Requirements in Contracts”, promulgated August 15, 1986.

#### **D.10 SECTION 3 REQUIREMENTS**

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

The minimum numerical goal for employment shall be equal to 10% of the total number of labor hours on the contract issued. A 2<sup>nd</sup> option for compliance under this act is to annually enroll Section 3 individuals totaling at minimum 30% to an Apprenticeship program. Another option is to subcontract to a Section 3 business concern. In accordance with the HUD regulations, 10% of the subcontract may be awarded to section 3 business concerns for construction and 3% of the subcontract may be awarded to section 3 business concerns for non-construction contracts. A 4<sup>th</sup> option for compliance is to propose a unique program that provides internships for residents or program participants or, provides pro bono services to DCHA program participants or Section 3 businesses. Cash donations to DCHA’s Section 3 Fund are presented as a “last resort option” to all Contractors. This option is made available to Contractors who have exhausted all priority preferences and are unable to hire or train Section 3 individuals as the contract is immediate and the period is minimal or, the skill sets required by the staff is too technical or too advanced for the Section 3 individuals seeking employment. The funds received will be used to provide training, uniforms, or transportation for Section 3 individuals.

Contractors and subcontractors will:

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

**The Contractor must provide an “Action Plan for Section 3 Commitment” and an “Estimated Project Workforce Breakdown” along with their bid proposal to be considered for contract award.** These documents should include a brief narrative description of the contract, and training and/or job opportunities for Section 3 participants as a part of this contract. The details of

this plan should include the number of Section 3 participants to be hired, a list of tasks, description of skills associated to those tasks, the estimated total hours of those tasks under this contract, and a description of the methods to be used to achieve the respective Section 3 Commitment. A template of the Action Plan for Section 3 Commitment and a copy of the Estimated Project Workforce Breakdown have been enclosed with this solicitation (**Attachments**).

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

**Examples of Opportunities**

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

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

**Non-Compliance Procedures**

Any Contractor who fails to make a positive effort to meet the hiring and contracting goals described in the Section 3 Plan may be determined to be non-compliant. After a determination by DCHA that the Contractor has failed to comply with the Section 3 terms of their contract, DCHA shall serve notice of such non-compliance to the Contractor or its representative. The Contractor shall be responsible for notifying any subcontractor(s) who is not in compliance. Upon request, the Contractor determined to be non-compliant shall meet with DCHA within three (3) working days of written notice in order to determine a method of correcting the deficiencies and determining the time period within such remedy shall be effective. If remedy is not agreed upon within three (3) days of the required notice, DCHA shall prescribe the remedy by which deficiencies shall be corrected and notify the Contractor in writing of such a determination. If the Contractor does not correct the deficiencies in the manner as directed by DCHA

within thirty (30) calendar days DCHA may impose any or all of the following sanctions:

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

**Monitoring**

DCHA will review documents that provide evidence of Section 3 activity related to the contract. The Contractor is required to provide weekly payrolls and other supportive documentation i.e. pro bono service agreement, etc.

**Reporting**

Contractor must submit quarterly reports regarding their Section 3 activities as requested by the Section 3 Compliance Coordinator. If Contractors choose to contract with Section 3 business concerns, they must also submit proof of payment to those businesses. Within five (5) business days of project completion, Contractors are required to provide a narrative of their efforts and outcomes as it relates to Section 3 activity to the DCHA Section 3 Compliance Coordinator.

**Contact**

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

**D.11 RESTRICTION ON DISCLOSURE AND USE OF DATA**

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

- D.11.1** That the proposal includes proprietary or confidential information that shall not be disclosed outside of DCHE and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the proposal;
- D.11.2** That if a contract is awarded to the Respondent, DCHE shall have the right to duplicate, use or disclose the proprietary or confidential information the extent provided in the contract;
- D.11.3** That this restriction does not limit DCHE’s right to use the proprietary or confidential information if it is obtained from other source without restriction; and

**D.11.4** That the Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction.

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

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

#### **D.12 RESPONSIBLE CONTRACTORS**

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

1. Integrity;
2. Compliance with public policy;
3. Record of past performance;
4. Financial and technical resources

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

#### **D.13 EMPLOYEE DISHONESTY INSURANCE**

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 DCHA and/or DCHE against dishonest acts of the Contractor and its employees. The DCHE must be named as the loss payee. The insurance company, form, limits and content of such coverage will be subject to the approval of the DCHE.

#### **D.14 RESPONDENT'S KEY PERSONNEL**

The key personnel specified in the Respondent's proposal are considered to be essential to the work being performed under the contract. Prior to diverting any

of the key personnel for any reason(s), the Respondent shall notify the Contracting Officer in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract.

**D.15 CONSENT TO SUBCONTRACT**

The Respondent must obtain the consent of DCHE to subcontract any portion of the work. All Respondents are required to include in their proposal a list of any proposed subcontractors, and a list of tasks/items, if any, which the Respondent intends to subcontract all or any portion of work.

**D.16 FAIR HOUSING EQUAL OPPORTUNITY CLAUSE**

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

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

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

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

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

**D.19 NO WARRANTY**

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

**D.20 EXPENSE OF THE RFP SUBMISSION**

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

**D.21 CANCELLATION**

DCHE reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of DCHE. DCHE further reserves the right to waive any minor information on any proposal received, if it is in the best interest of DCHE to do so. The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP, shall be at the sole and absolute discretion of DCHE.

**D.22 PROTEST**

Any party involved in a dispute with DCHA or DCHE 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 duly authorized by the governing body thereof to administer contracts for, and in the name of, DCHA or DCHE as applicable.

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

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

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

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

## **PROCEDURES**

1. Any protest against a solicitation must be received before the due date for receipt of bids or proposals. Any protest against the award of a contract must be received within ten (10) days of contract award by the DCHE Authorized Representative on behalf of DCHE, or the protest will not be considered, unless a different time period has been established. In such cases, the time period set forth in the solicitation and/or contract prevails. The complaint must be in writing and must identify the aggrieved party by name and address, state the nature and scope of the complaint including costs, if any, being sought by the protester, and be specific as to the solicitation, bid, proposal or contract that gave rise to the protest or complaint.
2. The Contracting Officer, upon receipt of the formal complaint, shall review the merits of the protest and render a decision in writing to the Protester. The response shall state if the protest or complaint is eligible for consideration based on its timely submission or state a finding of fact based on information provided by the Protester and DCHE's knowledge of the circumstances. The response shall include instructions for further action the Protester may take if said decision is not satisfactory. The Contracting Officer must respond to the protest within ninety (90) days of its receipt, except where the response time is otherwise stipulated in a contract with the Protester directly related to the disputed issues.
3. If the Contracting Officer does not respond to the formal protest within the allotted time, or the Protester does not agree with the decision rendered, then the Protester may submit an appeal to have the dispute resolved by the DCHA Executive Director or DCHE Authorized Representative. Such request must be in writing and made within ten (10) days of the date of the initial decision rendered by the Contracting Officer, or within ten (10) days after the expiration of the response time allotted. The DCHA Executive Director or DCHE Authorized Representative shall respond to protests submitted in a timely manner within twenty (20) calendar days of receipt of said protests, except where the response time is otherwise stipulated in a contract with the Protester and directly related to the disputed issues.

4. Any failure by the Executive Director of DCHA or DCHE Authorized Representative to issue a Final Decision on a properly submitted protest within the allotted time, or the Protester continues to disagree with the decision rendered, then the Protester may submit a formal request to have the dispute settled by the appropriate HUD field office, if applicable, or to the District of Columbia Board of Contract Appeals (CAB). Such request must be in writing and made within thirty (30) days of receipt of the decision rendered by the DCHA Executive Director or DCHE Authorized Representative or expiration of the response allotted time. The HUD field office will only review protests that meet one of the following criteria:

- I. Violation of Federal law or regulations and the standards of section 200.317-200.326, code of Federal Regulations, title 2 (2 CFR, Part 200). Violations of local law will be under the jurisdictions of local authorities.
- II. Violation of DCHA's protest procedures delineated herein based on the failure of DCHA to review a complaint or protest.

5. All protests, except those directed to HUD or CAB shall be addressed to the DCHE in care of the DCHA Administrative Offices. The address of the administrative offices of DCHE is as follows:

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

6. All protests directed to the HUD field office shall be addressed to the following location:

Public Housing Division  
U.S. Department of Housing and Urban Development  
Washington D.C. Field Office, Region III  
Union Center Plaza  
820 First Street, N.W.  
Washington, D.C. 20002-4205

7. To the extent applicable, DCHA or DCHE shall promptly disclose to HUD information about any protests or complaints. However, failure to promptly notify HUD of such matters does not relieve the Protester of the responsibility to comply with the administrative procedures presented herein.

8. In the event the Protester disagrees with the decision rendered by the HUD field office and has exhausted all administrative remedies, Protester may pursue any and all legal remedies available in the District of Columbia CAB.

**D.23 BEST AND FINAL OFFERS**

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

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

**D.24 DAVIS BACON REQUIREMENTS – *(Reserved)***

**D.25 MACNAMARA - O'HARA SERVICE CONTRACT ACT**

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

**D.26 QUALIFIED BIDDERS LISTING (QBL) - *Reserved***

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## **SECTION E - EVALUATION FACTORS FOR AWARD**

### **E.1. EVALUATION OF PROPOSALS**

E.1.1 All proposals will be evaluated based on the evaluation criteria outlined below. The Evaluation Panel will determine a competitive range based on the established criteria and point system. The Evaluation Panel may consider a proposal unacceptable if it lacks critical information or the submission represents a major deviation from the requirements of this RFP. Minor omissions, such as incomplete references may, at the sole option and discretion of the DCHE, be corrected subsequent to the submission due date.

E.1.2 All proposals will be initially reviewed to determine compliance with the proposal format requirements specified within this solicitation. Proposals that do not comply with these requirements may be rejected without further review.

E.1.3 The evaluation factors and the comparative scoring of the factors shown in E.3 below will be used to determine which Respondents fall within the competitive range and the recommendation made to the DCHE President as the DCHE Authorized Representative or his or her designee.

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

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

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

DCHE may make multiple awards to ensure availability of a wide range of products or services.

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

**E.3. EVALUATION AND SELECTON 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.

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

The following evaluation factors will be used in determining the competitive range *with a total possible score of 122.5 points*.

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

**TECHNICAL & COST**

CRITERIA	MAXIMUM POINTS
<b>TECHNICAL</b>	
<p><b><u>1. NMTC Experience</u></b></p> <p>Describe the firm’s experience and qualifications working with the NMTC program, industry professionals and CDFI Fund. Describe the firm’s experience and qualifications providing professional services for CDE’s including application management support and application writing services for public housing agencies, quasi-governmental agencies or new CDE’s. Include firm’s overall track record writing NMTC applications that received allocations (if applicable) and other areas of expertise as it relates to the scope of services.</p> <p>The above selection criteria will be evaluated based on evidence of:</p> <ul style="list-style-type: none"> <li>(1) Understanding the NMTC allocation application process and ability to provide the Scope of Services- 25 points</li> <li>(2) Previous allocation awards for application prepared for Housing Authorities, CDE’s, or other governmental agencies- 10 points</li> <li>(3) Previous allocation awards for application prepared for DC Housing Enterprises and other PHA’s or quasi-governmental agencies- 5 points</li> </ul>	<b>30</b>

<p><b>2. <i>Knowledge of NMTC Program applicable laws and regulation including other federally funded programs. Knowledge of NMTC allocation application criteria.</i></b></p> <p>Provide experience and knowledge of NMTC Program Federal laws and regulations and Community Development Financial Institutions Fund lending standards including applicable sections of the Internal Revenue Code. Provide a record of accomplishment for knowledge the NMTC allocation application requirements and process for writing successful NMTC allocation applications.</p> <p>The above selection criteria will be evaluated based on evidence of:</p> <ul style="list-style-type: none"> <li>(1) Understanding CDFI Fund’s NMTC Program law, regulations and allocation application criteria-10 points</li> <li>(2) Understanding of public housing agencies organizational structure and to how NMTC can be used to further support DCHA/DCHE development activities including knowledge of HUD regulations and programs that impact public housing- 5 points</li> <li>(3) Knowledge of other federally funded programs such as; Low Income Housing Tax Credits, Historic Tax Credits regulations and laws that impact community development opportunities for Low income persons, in particularly public housing residents- 5points</li> </ul>	<p><b>20</b></p>
<p><b>3. <u>Key Personnel</u></b></p> <p>Provide overview/resume of Management and Key Project Staff to include Education, Experience, Licenses and Certifications as evidence of entity and key individuals’ ability to provide services required to complete the Scope of Services.</p> <p>List entity Trade Affiliations and Licenses.</p> <p>The above selection criteria will be evaluated based on evidence of:</p> <ul style="list-style-type: none"> <li>(1) Depth and Experience of Staff- 10 points</li> <li>(2) Staffing Plan- 5 points</li> <li>(3) Entity Trade Affiliations &amp; Licenses-4 points</li> </ul>	<p><b>19</b></p>

<p><b>4. <u>References</u></b></p> <p>List at least three (3) recent professional references from clients for whom the entity has performed similar work as, described in the Scope of Services. Include name, address, email address, and telephone number, description of work performed and the date completed.</p> <p><b>References may be contacted to verify project award, project performance and quality of work.</b></p> <p>The above selection criteria will be evaluated based on evidence of:</p> <p>(1) Scale and success of NMTC application management support and writing services- 2 points each</p>	<p><b>6</b></p>
<p><b>SECTION 3 Experience &amp; Plan</b></p>	<p><b>20</b></p>
<p>1. <i>For non-construction contracts:</i> Proposes to have DCHA residents or program participants as interns. <i>For construction contracts:</i> Proposes to have DCHA residents or program participants as *apprentices.</p>	<p>2 points</p>
<p>2. Demonstrated evidence of successful past performance with the fulfillment of Section 3 Commitments</p>	<p>3 points</p>
<p>3. Will hire DCHA residents or program participants for appropriate employment opportunities within the firm or any of its affiliated subcontractors</p>	<p>4 points</p>
<p>4. Proposes to provide funding for training for a DCHA resident or program participant</p>	<p>3 points</p>
<p>5. Will provide pro bono services to resident controlled companies or residents desiring to start a company either as a for-profit or non-profit entity.</p>	<p>2 points</p>
<p>6. Proposes to subcontract supportive services to Section 3 businesses.</p>	<p>2 points</p>
<p>7. Vendor submits a unique proposal that supports the requirement of Section 3 “to provide DCHA residents and program participants with training and/employment opportunities”.</p>	<p>4 points</p>
<p><b>COST</b></p>	
<p><b>5. <u>Proposed fee</u></b></p> <p>Consultant’s Fee Schedule showing each personnel classification required by nature of the work required for the Scope of Services and tasks included within this RFP with fully burdened hourly rate for each classification. Respondent shall ensure that the proposed rate offered is the lowest discounted (government) rate offered to similar clients. Fee Proposals shall include all labor and work product, as well as list reimbursable expenses, travel and incidentals.</p>	<p><b>15</b></p>
<p><b>TOTAL MAXIMUM POINTS TECHNICAL &amp; COST</b></p>	
<p style="text-align: right;"><b>110</b></p>	

\*Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and

Training, in accordance with the regulation at 29 CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

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

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

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

**BONUS POINTS**

**(Maximum Bonus Factor 12.5 Bonus Points)**

**1. Business Enterprise Designation Points for Local Small Minority/Woman-Owned Business (Bonus Maximum 10 Points)**

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

The following definitions apply for the DCHA Business Enterprise Designation Points:

- “Local” means within the Metropolitan Business Area;
- “Small” means a firm with 500 employees or less;
- “Minority” means 51% ownership; and
- “Woman-Owned” means 51% ownership.

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

The points will be awarded in the following manner:

Local	= 2.5 points
Small	= 2.5 points

Minority = 2.5 points  
 Woman-Owned = 2.5 points

**CBE PARTICIPATION  
 points)**

**(Bonus Maximum 2.5**

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

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

**TOTAL MAXIMUM POINTS (to include Bonus Points)**

**122.5 POINTS**

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

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

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

Advertise Date	Dec. 3, 2017
Issue Request for Proposals	Dec. 4, 2017
Deadline for Question Submission	Dec. 14, 2017
Deadline Submission for Proposal	Jan. 8, 2018
Evaluation Period	Jan. 9 thru Jan.19, 2018
Presentation to DCHA Board of Commissioners (Contract Approval)	NOT APPLICABLE
Contract Award	TBD

**(\*\*) DATES IDENTIFIED ABOVE ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE DISTRICT OF COLUMBIA HOUSING AUTHORITY.**

*ALL PROPOSALS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY DCHE, AND THE RESPONDENT RECEIVING THE HIGHEST RATING, BASED ON THE CRITERIA PRESENTED ABOVE, WILL BE SELECTED AS BEING THE MOST CAPABLE OF PROVIDING THE SERVICES AND SUPPLIES IN A MANNER THAT IS MOST ADVANTAGEOUS TO DCHE, COST AND OTHER FACTORS CONSIDERED. DCHE MAY REJECT ANY OR ALL PROPOSAL THAT ARE DETERMINED NOT TO BE IN DCHA'S BEST INTEREST. IN ADDITION, DCHE RESERVES THE RIGHT TO WAIVE ANY MINOR INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES DCHE'S BEST INTEREST IN DOING SO.*

## **SECTION G – EXHIBIT/ATTACHMENTS**

### **G.1 EXHIBITS**

[Exhibit 1-](#) Price Proposal

### **G.2 ATTACHMENTS**

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

[Attachment B-](#) Tax Certification Affidavit

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

[Attachment D-](#) Certificate of Eligibility

[Attachment E-](#) Contract Compliance Requirements

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

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

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

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

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

[Attachment K-](#) List of Certified Minority Woman-Owned Banks

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

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

[Attachment N-](#) Wage Determination