



PARK MORTON
NEW COMMUNITIES INITIATIVE
A Neighborhood Revitalization Opportunity

Request for Proposals
Master Planning and Development Team
Issued by the District of Columbia Housing Authority

**In Partnership with the Government of the District of Columbia
through the Office of the Deputy Mayor for Planning and Economic Development**

SOLICITATION NO.

0031-2014

ISSUE DATE: March 31, 2014

CLOSING DATE: July 1, 2014



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SECTION A: GENERAL CONDITIONS

A.1 Introduction

The District of Columbia Housing Authority, (“DCHA”), is a large public housing authority that owns and manages over 7,000 public housing units, a substantial Housing Choice Voucher Program (formerly Section 8), and mixed-income developments in the District of Columbia. DCHA is an independent agency, governed by an eleven-member Board of Commissioners. The Executive Director is Adrienne Todman, appointed by the Board of Commissioners to carry out policy on a day-to-day basis. DCHA carries out its mission predominantly with federal resources funded by the U.S. Department of Housing and Urban Development (“HUD”).

Park Morton is a 12-building, 174-unit, public housing development located in northwest Washington, DC (Ward 1). DCHA has determined that it would be advantageous to redevelop Park Morton as a part of a comprehensive community redevelopment.

District of Columbia (“District”) government has designated Park Morton as part of the New Communities Initiative (“NCI”). NCI is a comprehensive public-private partnership designed to improve the quality of life for families and individuals living in four neighborhoods in Washington, DC: Northwest One (Ward 6), Barry Farm (Ward 8), Lincoln Heights/Richardson Dwellings (Ward 7), and Park Morton (Ward 1). Designated neighborhoods under the NCI are District Council approved redevelopment plans intended to address the physical and human architecture of neighborhoods troubled by high concentrations of poverty, unemployment, blight and deterioration of the housing stock.

The District provides capital funding for NCI projects. Such funding acts as a powerful and innovative gap financing tool. NCI funding is managed by the Office of the Deputy Mayor for Planning and Economic Development (“DMPED”), a partner to DCHA on the redevelopment of Park Morton.

The NCI has four guiding principles:

- One for One Replacement of existing units to ensure that there is no net loss of the existing deeply subsidized units in the designated neighborhood.
- The Opportunity to Return/Stay to ensure that current families will have a priority for new replacement units in effort to remain in their neighborhood.
- Mixed-Income Housing to ensure the long-term viability of the neighborhood by providing a range of housing options for all incomes.
- Build First, which calls for new housing to be built prior to the demolition of existing distressed housing to minimize displacement.

In partnership with the DMPED, DCHA invites responses to this RFP from interested private development teams to act as the Master Planning and Development Team (“Team”) to refine and implement the redevelopment plan for the Park Morton New Communities Initiative (“PMNCI”). The PMNCI, is a collaborative redevelopment effort coordinated by DCHA in partnership with

DMPED to program and implement a comprehensive Redevelopment Plan for the Park Morton Development, leading to the creation of a sustainable, mixed-income community that is well-integrated with the surrounding neighborhood.

DCHA seeks responses from qualified Master Planning and Development Teams with broad experience in public housing and mixed-finance development.

A.2 Selection Process

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

| Park Morton Master Planning and Development Team Selection Process Timetable* | |
|--|----------------|
| Issuance of RFP | March 31, 2014 |
| Pre-Proposal Conference | April 17, 2014 |
| Deadline for Submission of Questions | April 23, 2014 |
| DCHA Response to Questions | May 7, 2014 |
| Submission of Proposals | July 1, 2014 |
| Interviews/Presentations (If Applicable) | August 4, 2014 |
| Board of Commissioners Development and Modernization Meeting | Q3 2014 |
| Board of Commissioners Review/Approval | Q3 2014 |
| Announcement of Selected Team | Q3 2014 |

*** ALL DATES ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE DISTRICT OF COLUMBIA HOUSING AUTHORITY**

In general, DCHA seeks proposals that provide the following:

- Highly qualified planning and development team members;
- Strong track record serving as lead developer planning and executing a mixed-income development plan;
- Proven ability to work with several stakeholders whose interests and redevelopment objectives may differ;
- Proven ability to maximize private sector participation in the financing of complex residential projects;
- Strong financial capacity to implement and complete the components of this program;
- Demonstrated examples of innovative and creative planning and design proposals;
- Demonstrated examples of completed projects; designed by a master planner proposed as part of the Team; illustrating attractive and creative planning and design based on the principals of New Urbanism;

- Strong track record in partnering with residents, neighborhood groups and local agencies with diverse interests to achieve locally determined goals;
- Demonstrated commitment to employ low-income residents and to utilize minority and women-owned businesses;
- Experience and knowledge of the local housing market, regulations and codes, familiarity with federal and local affordable housing programs and the local agencies that administer these programs (including Low Income Housing Tax Credits, New Market Tax Credits, Tax Exempt Bonds); and
- Experience working with HUD mixed finance program.

In this RFP, DCHA seeks proposals that offer the greatest public benefit with the maximum number of subsidized units, in a sustainable mixed-income development, consistent with the requirements of the DCHA Redevelopment Principles as presented in Exhibit A and the NCI.

Request for Proposals

Proposals shall be reviewed by the Evaluation Panel in accordance with the evaluation factors set forth in Section G of this RFP. The Evaluation Panel reserves the right to consult with professional consultants, advisors, and other stakeholders for technical assistance

Interviews

The Evaluation Panel reserves the right to interview Respondents to obtain clarity with respect to qualifications if such is deemed to be in the best interest of the DCHA. The Executive Director shall make the final recommendation of the Master Planning and Development Team to the DCHA Board of Commissioners. The DCHA Board of Commissioners shall make the final selection of the Master Planning and Development Team.

Post-Selection - Development Agreement

Following receipt of notification from the DCHA of the selection, the selected Team shall execute a negotiated development agreement with DCHA.

SECTION B: PROPERTY INFORMATION

B.1 Site Overview

1. The Park Morton community is located in Ward 1, proximate to the Georgia Avenue corridor, Petworth and Park View neighborhoods. The community is located within one of the most diverse neighborhoods in the District with a legacy of being a center of African-American commerce and activity. Ward 1 has been impacted by significant increases in residential development and an influx of new households into the community. Between 2000 and 2005, over 2,000 housing units were built in the ward and 1,500 additional units were under construction or in the pipeline. Despite this rapid growth, there remain several pockets of concentrated poverty where residents lack

quality, affordable housing, supportive services, and access to quality open space, healthcare, and recreation.

The Park Morton site comprises of 174 two-bedroom units on approximately 3.66 acres and is currently improved with 12 three-story, walk-up buildings. Each walk-up building consists of 12-13 units. The first phase of the Redevelopment Plan began with 27 units of replacement public housing located on Georgia Avenue.

2. The property is presently zoned R-4. The Redevelopment Plan for Park Morton was developed in conjunction with DCHA, DMPED, the District Office of Planning and community stakeholders and passed by the District Council in February 2008. The need to increase the residential density of the site in order to satisfy the affordable housing and NCI objectives in the Park Morton Plan is acknowledged. The proposed zoning changes needed to implement the recommended development scenario presented in the Park Morton Redevelopment Plan were developed in conjunction with, and approved by, the District's Office of Planning. DCHA envisions a comprehensive redevelopment of the existing buildings. However, Respondents are encouraged to provide a plan of their own as long as it meets the District's objectives.
3. If a Respondent owns or otherwise controls any parcels within or adjacent to the site, Respondent may propose to include such parcels in its development plan submitted with its proposal. However, Respondent must provide evidence of site control by submitting a copy of an executed, unconditional valid contract, an option contract to purchase, or a deed. An option contract to purchase the adjacent site is also sufficient. The DCHA and the District will favorably consider Respondents who control and contribute parcels adjacent to the site in its development program and proposal.

B.2 Redevelopment Plan Phasing

The Respondent should review the Redevelopment Plan's proposed phasing and determine if it intends to utilize this phasing or suggest an alternate approach. DCHA's and the District's goals in redeveloping the Park Morton neighborhood are outlined in the Park Morton Redevelopment Plan, available for download from the DMPED website at:

<http://planning.dc.gov/DC/Planning/In+Your+Neighborhood/Wards/Ward+1/Small+Area+Plans+&+Studies/Park+Morton+Redevelopment+Final+Plan>

SECTION C: DESCRIPTION OF SERVICES

C.1 The Master Planning and Development Team's Role

Redevelopment Planning

The primary role of the Team is to develop an updated Redevelopment Plan for the Park Morton, which meets the needs and desires of DCHA and NCI, and the residents of Park Morton and the surrounding community. The Redevelopment Plan consists of components designed to meet public housing redevelopment requirements of DCHA.

Predevelopment and Site Development

Following the successful completion and approval of the Redevelopment Plan, the selected Team will be responsible for conducting any additional pre-development work, participating in any community planning meetings, providing assistance on any federal funding application(s) as needed, and assistance with securing private financing commitments.

C.2 District Agency Roles and Responsibilities

District of Columbia Housing Authority (“DCHA”)

DCHA is the lead agency in coordinating all of the work with the selected Team and District agencies. DCHA intends to participate as an active member of the development team. Additionally, DCHA’s roles and responsibilities in the implementation and execution of the development program will include, but are not limited to, the following:

Land Owner:

DCHA will lease and/or sell (whichever scenario is determined to be the most advantageous to DCHA) the parcels to the Team member who will be responsible for developing the physical improvements. DCHA may also serve as the co-developer and receive a portion of the development fees for its work, and may also have an equity position in various components of the development. DCHA’s relationship to the development will be governed by the terms of the Development Agreement, Ground Lease and/or the Regulatory and Operating Agreement.

Provider of Funding:

The selected Team should make no reliance on the availability of DCHA funds other than annual operating housing subsidies. If, however, DCHA in its sole discretion determines that capital funds or some other type of subsidy may be made available, DCHA will address funding availability in the Development Agreement. DCHA may make financial contributions toward the operation and maintenance of any housing units to be provided for DCHA clients as annual operating subsidies received for each public housing unit in the development. The exact percentage will be determined in the Regulatory and Operating Agreement and shall be based on the number of public housing units in the development.

In evaluating competing proposals, DCHA will consider the cost-benefits of different proposals in its ranking. For example, public investment requested in relation to the public purpose benefits received, such as number of low-income households served. Respondents are encouraged to be creative in their proposals, such as using cross subsidies to minimize the public investment required.

Planning:

- DCHA will work with DMPED to coordinate interagency review and approval of core deliverables of the Redevelopment Plan;
- DCHA will act as the lead agency to prepare and submit any funding application in response to a federal NOFA, to the extent available.
- DCHA will work with DMPED and the selected Team to coordinate community engagement efforts associated with the Redevelopment Plan.

Implementation:

- DCHA will submit a Demolition and Disposition Applications and Plans, as appropriate, to HUD for approval.
- DCHA will coordinate with DMPED and the selected Team on implementing a Relocation Plan for the residents of Park Morton.
- Participate as a member of the Development Team.

Office of the Deputy Mayor for Planning and Economic Development (“DMPED”)

DMPED intends to actively participate in the process. Additionally, DMPED’s roles and responsibilities in the planning, implementation and execution of the development program will include, but are not limited to, the following:

Planning:

- DMPED will assist DCHA with convening an interagency working group and aiding in the navigation of key government agencies, processes and resources for the selected Team.
- DMPED will participate in the coordination of the New Communities Human Capital Program in partnership with DCHA and the Team.
- DMPED will work with DCHA and the selected Team on community engagement efforts to ensure the views of the residents and representatives of the surrounding community are integrated into the efforts associated with the Redevelopment Plan.
- DMPED will coordinate with DCHA and the selected Team on the Relocation Plan.

Implementation:

- DMPED will continue to assist in coordinating the New Communities Human Capital Program in partnership with DCHA and the selected Team.
- DMPED will coordinate with DCHA and the selected Team on implementing the Relocation Plan.
- DMPED may provide capital subsidy to ensure feasibility of the proposed redevelopment in accordance with the affordable housing policies of the District of Columbia. In evaluating competing proposals, DMPED may consider the cost-benefits of different proposals in its ranking. For example, public investment requested in relation to the public purpose benefits received, such as number of low-income households served. Respondents are encouraged to be creative in their proposals, such as using cross subsidies to minimize the public investment required.

SECTION D: POLICY GOALS AND REQUIREMENTS

D.1 Redevelopment Plan

As discussed in Section I, the original Redevelopment Plan for the Park Morton community was developed and approved by District Council in 2008. Respondents should review the plan in preparation for submitting a response to this solicitation. The plan includes the following elements and can be found online at:

<http://planning.dc.gov/DC/Planning/In+Your+Neighborhood/Wards/Ward+1/Small+Area+Plans+&+Studies/Park+Morton+Redevelopment+Final+Plan>

Physical Plan

The physical plan makes detailed recommendations for improving the area's housing, public facilities, neighborhood design, open space and transportation. Key elements of the physical plan for the neighborhood include:

- Supporting a vibrant mix of uses consistent with the Georgia Avenue-Petworth Metro Station Area;
- Creating plan to encourage new retail and commercial development along Georgia Avenue that capitalizes on metro accessibility and provides new neighborhood retail;
- Introducing an East-west street grid connection at Morton Street. The new street should accommodate vehicular and pedestrian traffic safely while minimizing cut through traffic on Morton Street by the use of traffic calming techniques;
- Ensuring one for one replacement of subsidized housing units either scattered throughout the Development Parcels and/or in proximate off-site locations;
- Creating residentially scaled blocks of multifamily buildings and three-family row house style units that complement the existing architectural scale and context;
- Developing a neighborhood green space that is fronted by residential structures to create a view of the park; incorporate additional open space for both private and common use within individual buildings;
- Creating streetscapes welcoming to pedestrians with sidewalks, tree boxes, lighting and appropriate street furniture that comply with District requirements;
- Utilizing sustainable practices to preserve the site's existing natural features and minimize the development's impact on the environment.

Human Capital Plan

The Park Morton Human Capital Plan describes and formalizes priorities essential for residents to achieve self-sufficiency and success in the newly revitalized mixed-income community. The Human Capital Plan was developed in the context of the current revitalization efforts taking place throughout the District. It responds directly to residents' needs that were identified through a household survey, targeted focus groups, stakeholder interviews, and additional data from District public agencies.

The plan addresses four priority areas:

- Adult Education and Employment
- Child and Youth Development
- Community Physical and Mental Health
- Public Safety and Security

The Human Capital Program is tailored to maximize the community's strengths, address current family challenges, and build upon existing community assets and public resources currently supporting the neighborhood.

The District has provided funding on an annual basis since 2007 to support the NCI Human Capital Program. This includes providing case management services for 46 of the 174 households at Park Morton. The District intends to offer case management services for the balance of the households in partnership with the selected Team.

Redevelopment and Finance Strategies

The development and finance strategy outlines the development program and phasing, if applicable, tests the financial feasibility, and quantifies the need for "gap" financing to fund costs that the project's revenue and private investment would not support. The original Redevelopment Plan requires both public and private investment. The original Redevelopment Plan includes recommendations for leveraging public sector financing tools and potential sources.

D.2 Planning Framework

The District's planning framework in regards to the Development Parcels, as identified in the Redevelopment Plan, consists of the following components:

Approach to Density and Land Use Changes

The property is presently zoned R-4. The District, however, acknowledges the need to increase the residential density of the site in order to satisfy the affordable housing and NCI objectives in the Park Morton Redevelopment Plan. It is anticipated that the changes to the existing height and density limits will be pursued through the Planned Unit Development process and reviewed by the Zoning Commission.

Respondents should review all applicable District of Columbia Zoning regulations while preparing their responses. Please refer to Title 11 of the District of Columbia Municipal Regulations ("DCMR") for a complete list of zoning provisions and requirements. Zoning regulations and maps are available on the Office of Zoning website at <http://www.dcoz.dc.gov/>.

Planning & Outreach Process Requirements

To refine the Redevelopment Plan, Respondents may elect to follow a standard planning process; opt for a charrette model; or propose an alternative process.

Site Design Principles

Site design should provide a financially feasible and sustainable design solution that employs best practices in urban design and reflects the policy guidance of the Comprehensive Plan and additional guidance provided by DCHA during the planning process. The Redevelopment Plan should leverage the Georgia-Avenue Petworth Metrorail location and employ the principles of smart growth and defensible space, including clear delineation of public and private spaces, street views, and connectivity with the surrounding community.

Transportation and Public Space Principles

The Redevelopment Plan should work to ensure the design of public space is of high quality and meets minimum requirements. To this end, the District has in place streetscape standards, guidelines, and policies to guide changes to public space. Uses that impact the character of public space include sidewalk cafes, vending, street festivals, and other impermanent activities. Physical features that impact the character of public space can include sidewalk paving material, fences and retaining walls, street trees and their spacing, vault spaces, other infrastructure like streetlights or curb and gutters, and any building encroachments into the public space.

The District is committed to achieving an exceptional quality of life in the nation's capital through more sustainable travel practices, safer streets and outstanding access to goods and services. Central to this vision is improving energy efficiency and modern mobility by providing next generation alternatives to single occupancy driving in the city.

To facilitate this vision, District Department of Transportation works to implement a multi-modal transportation network that safely provides for the access and mobility needs of all residents. This network generally consists of three basic elements, appropriately designed streets, user-friendly transportation services such as Circulator or Capital Bikeshare, and vibrant public spaces. Respondents are encouraged to consider these elements as a part of their proposed Redevelopment Plans.

Green Building Objectives and Requirements

In July 2011, Mayor Gray announced a plan to make the District the greenest, healthiest, and most livable city in the nation when he tasked OP and the District Department of the Environment (“DDOE”) with leading the Sustainable DC initiative (“Sustainable DC”). Covering the next 20 years, the Sustainable DC initiative is crafted for and by the city's diverse and knowledgeable community with the ultimate goal of making the District more socially equitable, environmentally responsible and economically competitive.

Sustainable DC has engaged people across the city by raising awareness, gathering public input, and tapping into the industry and business leaders the District is fortunate to headquarter. In April 2012, OP and DDOE issued [“A Vision for a Sustainable DC”](#) which accomplished two tasks:

1. Set the vision for the city as a whole and
2. Established the framework for a detailed strategy to achieve the vision.

The final plan, the Sustainable Vision Plan was released Fall 2012 and is available online at <http://sustainable.dc.gov/finalplan>.

The Development Parcels shall be developed in compliance with the District of Columbia's Green Building Act of 2006, D.C. Official Code § 6-1451.01 et seq. (2008 Repl.) and DC's Storm water Management Program stated in 21 DCMR, Chapter 5. Respondents shall contemplate the same. Specific design criteria are stated in the Storm Water Guidebook, which is available online at <http://ddoe.dc.gov/publication/stormwater-guidebook>.

Respondents are required to incorporate into their proposals their qualifications and experience in sustainable development. Respondents are recommended to demonstrate how their proposals will use innovative sustainable materials and methods to achieve the required development. The District encourages the utilization of sustainable practices such as LEED-ND. Strategies that the District supports include, but are not limited to, applying low impact development (LID) techniques; designing resource-efficient infrastructure systems; selecting energy efficient materials; and addressing energy and water use, waste, habitat and biodiversity, and greenhouse gas emissions. Proposals, which utilize sustainable materials and development strategies that relate to the vision for a sustainable DC while achieving the requirements of the scope will receive preference.

SECTION E: INSTRUCTIONS, CONDITIONS AND NOTICE TO RESPONDENT TEAMS

E.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 easily evaluated.

E.2 Submission of Proposals/Inquiries

E.2.1. All inquiries regarding this RFP, and any correspondence relating thereto, should be submitted in writing to:

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

Any Respondent desiring an explanation or interpretation of the RFP must submit a written request to the Issuing Office by 12:00 NOON on Wednesday, April 23, 2014 to allow written responses to reach all Respondents before the date of submission of proposals. Oral explanations

will not be binding. Any information given to a Respondent concerning the solicitation will be furnished promptly to all other prospective Respondents.

RESPONDENTS ARE SPECIFICALLY INSTRUCTED TO CONTACT THE POINT OF CONTACT IN CONNECTION WITH ANY ASPECT OF THIS SOLICITATION PRIOR TO CONTRACT AWARD. PROPOSALS AND ALL CORRESPONDENCE RELATING TO THE SOLICITATION MUST BE SUBMITTED IN WRITING TO THE POINT OF CONTACT.

E.2.2 Submission of Proposal

All proposals must be received no later than *11:00 am on Tuesday, July 1, 2014*. Proposals shall be submitted as one (1) original and ten (10) copies, prepared in the format and detail below to enable the Evaluation Panel to make a thorough evaluation thereof and to arrive at a sound determination as to whether or not the Respondent Team can meet the requirements set forth in this RFP. Proposals shall be submitted in sealed envelopes marked **“DCHA RFP No. 0031-2014 Master Planning and Development Team of the PMNCI.”**

E.3 Pre-Proposal Conference

A pre-proposal conference will be held at 11:00 am on Thursday, April 17, 2014, prior to the submission of the Proposal for the Master Planning and Development Team of the PMNCI. The location will be at DCHA, Office of Administrative Services, 1133 North Capitol Street, NE, Suite 300, Washington, D.C. 20002-7599. Street Parking is available, but very limited. Any Respondent planning to attend the pre-proposal conference must present a valid identification to gain entrance into the government facility. The purpose of this conference is to discuss the proposed scope of work and respond to questions regarding the services required. Please understand that any responses tendered at the pre-proposal conference are for clarification purposes and should not be construed as part of the solicitation. Should there be any inconsistencies between the verbal conference responses and the solicitation requirements; the solicitation language shall govern unless amended in writing.

E.4 Content of Proposals

Proposals shall be submitted along with one (1) original and ten (10) copies, prepared in the format and detail below to enable the Evaluation Panel to make a thorough evaluation thereof and to arrive at a sound determination as to whether the Respondent can meet the requirements set forth in this RFP. Proposals shall be submitted in sealed envelopes marked **“DCHA RFP No. 0031-2014 Master Planning and Development Team of the PMNCI.”** Copies of the RFP are available online on the DCHA and DMPED websites or may be obtained from the DCHA Issuing Office between the hours of 9:00 a.m. and 4:00 p.m.

In order to be considered, proposals must be submitted by the deadline outlined in Section E.2.2. Proposals shall be paginated and organized as described below.

E.4.1 Format

All responses must meet the following format requirements:

- Responses shall be prepared on 8 ½" x 11" letter-size paper, bound length-wise, with tabs to separate sections;
- Responses must include each item in the order outlined below;
- Each sub-section must be separated by tabs with sub-section headings; and
- Proposals shall be limited to no more than seventy-five (75) pages in total, excluding exhibits.

E.4.2 Contents

1. Table of Contents
2. Executive Summary
3. Statement of Qualification and Experience
 - a) Description of the Master Planning and Development Team
 - b) Experience of the Respondent in Planning and Development of Mixed-Income Housing including Low-Income and Market Rate Housing
 - c) Experience Securing Financing
 - d) District of Columbia Government Knowledge and Experience
 - e) Experience in Partnering with Neighborhood Groups
 - f) Experience with Service Providers and Supportive and Community Service Programs
 - g) Experience in Preparing HUD Proposals, including HOPE VI, Choice Neighborhoods Initiative and Mixed-Finance Applications
 - h) Experience with M/WBE
4. Development Vision and Approach
5. Detailed Financing Plan
6. Section 3 Resident Training and Hiring Plan
7. Minority Women Certified Business Enterprise (M/WBE/CBE) Participation and Equity Plan
8. Financial Offer and Considerations to DCHA
9. Off-Site Housing Proposal
 - a.) Description of Off-Site Parcel
 - b.) Evidence of Site Control
 - c.) Proposed Development Plan for Off-Site Parcel
10. Financial Information
 - a) Financial Statement of Principals
11. References
12. Statement Regarding Debarments, Suspensions, Bankruptcy or Loan Defaults
13. Evidence Regarding Tax Liabilities
14. Evidence Regarding Litigation
15. Certifications
 - a) Attachment A, General Conditions for Construction Contracts
 - b) Attachment B, Tax Certification Affidavit
 - c) Attachment C, Non-Collusive Affidavit

- d) Attachment D, Certification of Eligibility
- e) Attachment E, Contract Compliance Requirements
- f) Attachment F, Payment to Subcontractors and Suppliers Certification
- g) Attachment G, Representations, Certification and Other Statements of Respondents
- h) Attachment H, Statements of Respondent Qualifications
- i) Attachment I, Certification of Adherence to Section 3 Clause
- j) Attachment J, Section 3 Contractor Compliance Agreement
- k) Attachment K, Action Plan for Section 3 Commitment Template
- l) Attachment L, Conflict of Interest Certification
- m) Attachment M, List of Certified Minority and Women-Owned Banks
- n) Attachment N, Wage Determination

E.4.3 Proposal Requirements

Detailed information about the requirements of each part are listed below.

1. Table of Contents

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

2. Executive Summary

Respondents shall provide an executive summary/introduction to include:

- a) Identification, address, email, telephone and fax numbers of each Team member (i.e. developer, planner, general contractor, architect, engineer, consultant, property manager, attorney, accountant, other);
- b) Summary description of qualifications;
- c) Statement of understanding of proposed scope of services;
- d) Commitment to quality design in an urban, mixed income context; and
- e) Identify primary contact people.

3. Statement of Qualifications and Experience

a) Description of the Master Planning and Development Team

Provide a description of the Team, which proposes to undertake the development. This description should highlight the history of the firm and/or partners, its organization and the principals. The submission should demonstrate the Team's capacity to undertake all aspects of a project of the same scale and scope as the proposed redevelopment. The Team should demonstrate capacity and experience in all phases of development, including planning, design, financing, construction, construction management, and property management.

The specific Team assigned to the Project should be described in detail, including respective roles, responsibilities and percentage of each person's working time likely to be dedicated to the project. The Team must include a Master Planner and building architect (they may be the same entity). Resumes of key personnel and principals must be included in the submission.

Participation by minority and women-owned business enterprises (“M/WBE”) is an important goal of DCHA redevelopment program. Additionally, participation with businesses that have been awarded with Certified Business Enterprises (“CBE”) certification is strongly encouraged and will receive points in scoring for evaluation purposes. To that end, interested Respondents should review DCHA’s M/WBE/CBE requirements for further information on DCHA’s policy regarding M/WBE/CBE participation.

b) Experience of the Respondent in Planning and Development of Mixed-Income Housing including Low-Income and Market Rate Housing

Provide a narrative description of the Respondent’s experience in planning and developing low-income, mixed-income, and market rate housing in urban areas, particularly with regard to public housing redevelopment under HOPE VI/CHOICE Neighborhoods, and other HUD mixed-finance programs. Please include any experience planning and implementing homeownership programs, including affordable and market rate units. Describe any programs utilized to assist low-income purchasers.

The narrative should describe the Respondent’s experience in developing a master plan for a mixed-income housing neighborhood that includes a vision statement, development goals, and implementation strategies. The Respondent is expected to produce an existing conditions analysis, economic development and market analysis, transportation analysis, financial feasibility, urban design framework, zoning analysis, schematic renderings and site plans for development opportunity sites, and associated plan recommendations (land uses, zoning, relocation, circulation, sustainability, supportive services, budget, total development cost, schedule of major activities, etc.).

Additionally, the proposal should list up to five (5) comparable projects completed within the last ten (10) years and provide the following:

1. Name and location of the project;
2. A financial description of the project (first mortgage, equity, private contributions, federal grants, local contributions);
3. Unit type/unit mix description (single family, townhouse, multi-family, public housing rental, for sale);
4. Income mix of the residential units;
5. Total number of dwelling units;
6. Total square footage of commercial/non-residential use property, if applicable;
7. Total development cost and date of completion;
8. Whether project was completed within budget and on schedule;
9. List any development partner, joint venture party, or sponsoring agency if applicable; and

10. Location of the final planning document, website address if available online, or contact name/organization/ mailing address/phone number if not available online.

This information should be provided in a matrix format.

c) Experience Securing Financing

Describe the Respondent's experience in financing mixed-income developments. The description should include use of varied financing instruments including Low Income Housing Tax Credits, New Markets Tax Credits, bond financing, first and soft-second mortgage financing, etc. The description of experience utilizing the Low Income Housing Tax Credit (LIHTC) Program should outline the equity raised and number of units built by project. Provide a detailed description of the Respondent's recent experience in obtaining private financing. Respondents should submit clear information concerning any available credit and a narrative about their experience with a variety of financing methods. Summary information on the operating status and financing terms (i.e.) positive cash flow, adequate operating and replacement reserve levels, and physical condition of all of the Respondent's projects identified in (b), above, must also be provided. For those that are not performing successfully, the Respondent should explain the circumstances for non-performance.

d) District of Columbia Government Knowledge and Experience

Describe the Respondent's knowledge and experience with the District of Columbia and local building codes, regulations, zoning and laws, sources of funding and financing for low-income and mixed income developments.

e) Experience in Partnering with Neighborhood Groups

Describe the Respondent's experience in working with neighborhood groups to achieve locally determined goals developed by residents.

f) Experience with Service Providers and Supportive and Community Service Programs

Describe the Respondent's experience with incorporating a supportive and community service component into the redevelopment process. This includes, but is not limited to, Family Self-Sufficiency, Community and Supportive Service programs, neighborhood economic development, and educational training and employment programs.

g) Developers Experience in Preparing HUD proposals

Respondents should submit a clear narrative demonstrating any prior experience working with local housing authorities and the public housing program, including LIHTC, bond financing, first and soft-second mortgage financing. Respondents should detail any experience with preparing and submitting disposition applications, HOPE VI, Choice Neighborhoods Initiative and Mixed-Finance Applications.

h) Experience with M/WBE/CBE

Describe the Respondent’s experience with minority and women-owned business enterprises, including any experience providing MBE/WBE/CBE equity participation in prior development projects (including percentage interests, profit participation, project management participation). Respondents should submit information about their policies, plans, activities and accomplishments in creating a diverse workforce. The narrative should indicate any experience in utilizing M/WBE/CBE contractors and/or sub-contractors, and the extent to which Respondent includes MBE/WBE/CBEs as a part of the Team.

4. Development Vision and Approach

a) Development Vision

Describe in detail the overall concept and vision for the Development Parcels, as identified in the Redevelopment Plan, by providing massing analysis and site plan, financing, construction, marketing and property management. Describe how the vision will integrate with and enhance the surrounding community that borders the Development Parcels.

b) Planning Approach

Describe the approach to developing the Redevelopment Plan, including the involvement of resident and neighborhood groups, community engagement proposal and discussion of how the required elements of the plan will be developed.

5. Detailed Financing Plan

Please explain the financing plan the developer proposes to finance the development and implementation of the Redevelopment Plan. Indicate any off-site component, and the public and private funding needed to assure a mix of affordable and market rate housing. In evaluating competing proposals in response to this RFP, DCHA will consider the cost-benefits of different proposals in its evaluation and ranking. For example, public investment requested in relation to the public purpose benefits received, such as number of low income households served.

Respondents are encouraged to be creative in the proposals such as using cross subsidies to minimize public investment required.

Proposal should include:

- Overall proposed sources and uses;
- Pre-development budget including planning budget and fees and proposed developer contribution;
- Public infrastructure cost estimates to include proposed funding sources;
- Any post development operating subsidy needs;
- Discuss options for public-private funding, and the cost-benefits of proposed options.

6. Section 3 Resident Training and Hiring Plan

Describe plans for training and hiring residents of Park Morton and the surrounding neighborhood. Describe Section 3 hiring plans and commitments and indicate how Section 3 numeric hiring goals relate to hiring goals for residents of the immediate area. Section 3 hiring can be geographically broader than the immediate neighborhood. Describe the Respondent’s experience with compliance with HUD Section 3 requirements and the results achieved in hiring and training Section 3 residents and/or subcontracting to Section 3 business concerns. Review Section 3 requirements outlined in Section F.12 of this solicitation and complete the “Action Plan for Section 3 Commitment” and an “Estimated Project Workforce Breakdown” as outlined in that section.

7. M/WBE/CBE Team Composition, Equity Participation and Participation in Profits

Identify any M/WBE/CBE members of the Team. Describe any such M/WBE/CBE Team member’s percentage interest in the Respondent Team, and such member’s relative percentage share in the development profits. List the M/WBE/CBE status of any principal controlling partners.

8. Financial Offer and Considerations to DCHA

a) Development Role of DCHA:

DCHA intends to participate in the redevelopment of Park Morton to achieve the objectives of the Redevelopment Plan and generate revenue to support its mission. Specifically, DCHA intends to: 1) participate as an active member in the implementation and execution of the Redevelopment Plan; and 2) leverage the value of its ownership interest in the Site to maximize its total return on a risk-adjusted basis.

Development Management: DCHA intends to be an active participant in the development process. DCHA expects to retain approvals over planning and design decisions and to have material input into the development program.

b) Equity Partner:

DCHA may maintain an equity position in various components of the development and participate in a share of future project cash flows on either a pari pasu or preferred basis. DCHA will evaluate competing proposals that maximize its financial returns consistent with an acceptable risk profile.

c) Financial Offer:

In evaluating responses to this RFP, DCHA will consider the cost-benefits of different proposals in its ranking, including: 1) disposition or other proceeds in the form of a long-term ground lease(s) or other financial structure for the redevelopment of the Park Morton site; 2) sharing of future developer fees on a pari pasu or preferred basis; or 3) participation as a member of any development joint venture entity.

Respondents to this RFP are specifically required to propose a financial structure in which DCHA may participate. Teams must provide a detailed basis for their underlying economic assumptions in each structure. Teams may propose additional financial structures as well.

9. Off-Site Housing Proposal (if applicable)

a) Description of Off-Site Parcel

Provide a detailed description of the proposed off-site parcel, including location, proximity to the Development Parcels, acreage, current use and current zoning. Indicate whether the property contains any improvements and, if so, whether utilization of the property would require relocation of residential or commercial tenants. Identify any barriers to development of the parcel as described in the proposed development plan. DCHA may conduct a site visit to determine the suitability of any proposed parcel for off-site development.

b) Evidence of Site Control

Provide evidence of site control, which may include an option to purchase, sales contract, land swap, deed, title or ground lease.

c) Proposed Development Plan for Off-Site Parcel

Provide a detailed description of the proposed development plan for the off-site parcel outlining the proposed unit mix by total number of units, building type, income mix, unit sizes, and mix of rental and home ownership units. Indicate whether the plan will involve substantial rehabilitation or new construction. If rehabilitation is proposed, include a cost estimate for same. A site plan and building elevations are not required.

10. Financial Information

Financial Statement: Provide a current financial statement of the development entity, prepared by a Certified Public Accountant, along with audited financial statements for the most recently completed fiscal year (if available). The statement should show assets, liabilities and net worth of the entity.

11. References

Provide a list of at least three (3) but no more than six (6) past or current partners to include a resident (of a previous development) or participant in projects where the proposed Team (and/or references for each member of the Respondent Team as appropriate) has demonstrated capacity in all or some of the areas and programs enumerated above. The list must include the name and location of the project; the role of the Team (or team member) in the project; and the name, email telephone and fax numbers and addresses of the person most familiar with the work performed.

12. Statement Regarding Debarments, Suspensions, Bankruptcy, or Loan Defaults

Respondent shall provide a statement regarding any debarments, suspensions, bankruptcy, or loan defaults on real estate development projects and/or government contracts of any of the Respondent Team's entities or affiliates.

13. Evidence Regarding Tax Liabilities

Respondent shall provide a statement regarding any tax liabilities and other government impositions that are not current for any of the Respondent Team's entities or affiliates.

14. Evidence Regarding Litigation

Respondent shall provide a statement regarding its knowledge of all ongoing, pending or threatened litigation that relates to any team member, affiliate or to any other entity or individual having a controlling interest in the entity (or entities) that comprise Respondent Team. If such litigation exists, Respondent shall provide the name and civil or criminal action number of such litigation and a description of the subject matter of such litigation, and Respondent's certification that such litigation shall not impair Respondent's capacity to perform its obligations under any contract awarded on the basis of this RFP, and/or Respondent's proposal..

15. Certifications

Respondent Teams shall submit executed copies of all attachments listed under Section E.4.2 (15).

E.5 Complete Proposals

Complete proposals will be evaluated based on established evaluation criteria. Proposals should set forth full, accurate, and complete information as required by this RFP. Upon the completion of the review process, the Evaluation Panel will submit its recommendation(s) of one or more Respondents that are deemed the most overall technically qualified. Proposals shall represent the best efforts of the Respondent Team and will be evaluated as such. Proposals should set forth full, accurate, and complete information as required by the RFP.

E.6 Manner of Award

The Executive Director shall make the final recommendation of the Master Planning and Development Team to the DCHA Board of Commissioners. The DCHA Board of Commissioners shall make the final selection of the Master Planning and Development Team. DCHA may award a contract upon the basis of the initial offer received, without discussion. Therefore, each initial offer should contain the Respondent Team's best and final terms from a cost and technical standpoint.

E.7 Retention

All proposals submitted shall become the property of DCHA, shall be retained by DCHA, and shall not be returned to the Respondent.

E.8 Failure to Submit Response

Recipients of this solicitation not responding with an offer 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 RFP. If a recipient does not submit an offer 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 year after the closing date of this RFP.

E.9 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.

E.10 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 for any purpose or used by DCHA except for evaluation purposes, provided that:

- E.10.1** If a contract is awarded to the Respondent, DCHA shall have the right to duplicate, use or disclose the proprietary or confidential information to the extent provided in the contract;
- E.10.2** This restriction does not limit DCHA's right to use the proprietary or confidential information if it is obtained from another source without restriction;
- E.10.3** Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction; and
- E.10.4** Respondent shall not designate as proprietary or confidential information the name of the Respondent, the proposal price, quantity, method of delivery or any information that is not proprietary or confidential.

E.11 Late Proposals, Modifications and Withdrawals of Proposals

- a) Proposals and modifications to responses 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 Respondent;
 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 DCHA after receipt; or
 3. The response is the only response 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 offers at the designated location for submission shall be considered “late”.
- d) A late proposal, late request for modification, or late request for withdrawal shall not be considered, except as provided by this section.
- e) A late modification of a successful proposal, which makes its terms more favorable to DCHA, shall be considered at any time it is received and may be accepted at the sole discretion of DCHA.

E.12 Furnishing of Information to Determine the Responsibility of a Prospective Contractor

Respondents 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.

E.13 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 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 one of the partners of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by a limited liability company shall be signed by a member or manager of the company, followed by the signature and designation of the person signing. 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. If the offer is signed by other than the President or Vice President, evidence of authority to sign must be furnished by resolution of the Board of Directors by meeting or by extract of by-laws certified by the Corporate Secretary.

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

E.14 Proposal Guarantee

Proposals must be accompanied by a written guarantee that the Respondent will keep its initial offer open for at least one hundred and twenty (120) 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 ninety (90) days thereafter; and upon acceptance by DCHA of a best and final offer, that it will execute the contract and meet other requirements within the times specified in the RFP.

E.15 Best and Final Offers

DCHA may award a contract upon the basis of the initial offer received, without further discussion. Therefore, each initial proposal should contain the Respondent's best terms from a cost and technical standpoint. However, if discussions are held with the Respondents, 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 any modification is submitted, it must be received by the date and

time specified and is subject to the “Late Proposals, Modification and Withdrawals of Proposals” provisions of this solicitation.

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

E.16 Acknowledgement of Addenda

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.

E.17 Selection Non-Binding

The selection by DCHA of a Team indicates only DCHA’s intent to negotiate with the Team, and the selection does not constitute a commitment by DCHA to execute a final agreement or contract with the Team. Teams therefore agree and acknowledge that they are barred from claiming to have detrimentally relied on DCHA for any costs or liabilities incurred as a result of responding to this RFP or being selected for award.

E.18 Transaction Terms

E.18.1 Site Conditions

As-Is Condition

The Development Parcels shall be leased in “as-is” condition, without warranty by DCHA as to physical condition of the land or any existing structures.

Soil or Subsurface Conditions

Notwithstanding prior studies available for the Respondents review, DCHA makes no representations regarding the character or extent of soil or subsurface conditions or the conditions and existence of utilities that may be encountered during the course of any work, development, construction or occupancy of the Development Parcels and any off-site parcels.

Environmental Remediation

The selected Team will be responsible at its sole cost, expense and liability for any environmental remediation that may be associated with removal or disturbance of existing improvements or other preparation of the Development Parcels and any off-site parcels.

E.18.2 Predevelopment Costs and Development Costs

Respondents should draw independent conclusions concerning conditions that may affect the methods or cost of development.

- DCHA will own the Redevelopment Plan products.
- The selected Team shall be responsible for all costs related to obtaining necessary permits, approvals, clearances, and licenses at the appropriate time, including, without limitation for the demolition of existing improvements and new construction.

Once a Team is selected, the Team will enter into an agreement with DCHA, which will include design guidelines and performance standards, financial terms, time of performance, occupancy and management agreements and other necessary matters. In addition, the agreement will describe the cooperative roles for the planning and development of the Development Parcels and any off-site parcels.

In the event that the selected Team seeks a subsidy from the District, the Team will be required to enter into a separate financing agreement, execute related customary documents with the District, and will be required to comply with all applicable District laws.

SECTION F: CONTRACT TERMS

The selected Team will be asked to conform to the requirements outlined below.

F.1 Time

Time, if specified in a number of days, will include Saturday, Sunday, and Holidays, unless otherwise stated herein.

F.2 Insurance

The successful Respondent 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 Respondent in this section shall set for DCHA as an additional insured (as applicable).

The Respondent shall carry and pay for:

| |
|---------------------------------------|
| MINIMUM INSURANCE REQUIREMENTS |
| BASIC COVERAGE |

| | | | | |
|---|-------------|-------------|------------------|-------------|
| <p>Commercial General Liability (GL): Per Occurrence: \$2,000,000 Aggregate: \$4,000,000 Products and Completed Operations: \$2,000,000 Personal/Advertising Injury: \$1,000,000</p> | | | | |
| <p>Automobile Liability: \$1,000,000 per occurrence</p> | | | | |
| <p>Workers' Compensation: The contractor should contact their insurer for the appropriate liability limit.</p> | | | | |
| <p>Employer's Liability: This coverage is not available to employees if Worker's Compensation applies (<i>see</i> 32 DC Official Code § 1504). If and when Employer's Liability insurance applies, however, the minimum requirements are as follows: Each Accident: \$500,000 Employee Disease: \$500,000 Disease-Policy Limit: \$500,000</p> | | | | |
| <p style="text-align: center;">ADDITIONAL COVERAGE (Requirements to be determined depending on the contract.)</p> | | | | |
| <p>Umbrella or Excess Liability: \$ 4,000,000</p> | | | | |
| <p>3rd Party Crime Insurance: Per Occurrence for Each Wrongful Act: \$50,000 + (depending on contract)</p> | | | | |
| <p>Employment Practices Liability: Per Occurrence: \$1,000,000 Aggregate: \$1,000,000</p> | | | | |
| <p>Contractor's Pollution Liability</p> <table> <tr> <td>Each Claim</td> <td>\$1,000,000</td> </tr> <tr> <td>Annual Aggregate</td> <td>\$1,000,000</td> </tr> </table> | Each Claim | \$1,000,000 | Annual Aggregate | \$1,000,000 |
| Each Claim | \$1,000,000 | | | |
| Annual Aggregate | \$1,000,000 | | | |

Commercial General Liability is to include Premises/Operations Liability, Independent Contractor's Liability or Owner's and Contractor's Protective Liability. DCHA must be named as an additional insured. The selected Team shall provide DCHA with a certificate of insurance coverage within 5 days of the award of the contract pursuant to this RFP and prior to execution of any subsequent contract.

In addition, with respect to policies described above, these policies must:

- (a) Be in place before the execution of any contract awarded under this RFP and in-force insurance is a condition precedent to the contract;
- (b) The Respondent shall provide DCHA with a Certificate of Insurance as evidence of the limits of coverage described above;
- (c) In the event the Respondent's insurance expires during the execution of the contract, the Respondent shall provide DCHA with copies of renewal certificates 30 days prior to the expiration date of the expiring coverage;
- (d) Insurance contracts shall require the insurance company to notify the DCHA 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 DCHA.

In the event a claim arises out of any contract awarded under this RFP, the Respondent will promptly notify the DCHA Contracting Officer's Technical Assistance Representative (COTR) and the DCHA Office of Risk Management (ORM). In addition, the Respondent will investigate and furnish the DCHA COTR and ORM with reports of all accidents, claims and potential claims for damage or injury and will cooperate with its insurers and those of DCHA.

Inspection of Work Site Respondent Team's signature on this solicitation constitutes certification that the Respondent Team has inspected the job work site and is aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered valid by DCHA.

F.3 Employee Dishonesty Insurance

The Respondent shall provide evidence of employee dishonesty insurance for an amount not less than \$250,000, obtained at its own expense for the purpose of protecting DCHA against dishonest acts of the Respondent and its employees. DCHA must be named as the loss payee. The insurance company, form, limits and content of such coverage, will be subject to the approval of DCHA.

The Respondent shall indemnify, defend and hold harmless HUD, DCHA and DMPED 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 breach by the Respondent, its agents, employees and the Respondent of any provision of this RFP or any contract awarded pursuant hereto, or any negligent or bad faith act(s) or omission (s) or the negligent performance of this RFP or any contract awarded pursuant hereto by the Respondent, its agents, employees and the Respondent or any other person or entity for which the Respondent may be responsible. The obligations, indemnities and liabilities assumed by the Respondent shall not extend to any liability caused by the gross negligence of HUD, DCHA, DMPED or their employees or agents. Any provisions or limits of insurance set forth in this

contract shall not limit the Respondents liability. DCHA shall notify the Respondent within a reasonable time of any claim for which the Respondent may be liable under this paragraph. At its own expense, the Respondent shall obtain the necessary insurance coverage acceptable to DCHA to comply with this indemnification requirement; provide evidence of such coverage to DCHA and such coverage shall be in place prior to or upon execution of any contract.

F.4 Respondent Key Personnel

The key personnel specified in the Respondent proposal shall be considered to be essential to the work being performed under the contract. Prior to the change of any 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.

F.5 Consent to Subcontract

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

F.6 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.

F.7 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.

F.8 Section 504 of the Rehabilitation Act of 1973 (as amended)

During the performance of any contract awarded hereunder, the Respondent and all of its subcontractors shall comply with the Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. DCHA has entered into a Voluntary Compliance Agreement with HUD, which requires a minimum of 6 percent of the public housing units constructed will comply with Uniform Federal Accessibility Standards (“UFAS”) as well as the additional specific requirements of HUD for accessible public housing units. DCHA may require more than 6 percent in the Redevelopment Plan. In addition, all other units constructed must comply, as applicable, with the Fair Housing Act guidelines on accessibility. See 29 U.S. Code, Section 794.

F.9 Affirmative Action Program

The selected Team shall submit two (2) copies of an Affirmative Action Plan and Goals and Timetables (“G&T”).

F.10 No Warranty

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

F.11 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.

F.12 Certified Business Enterprise Requirements

In cooperation with District of the Columbia, Respondent Teams agree that they will promote opportunities for businesses certified by District of Columbia Department of Small Local Business Development (“DSLBD”), or any successor governmental entity, as Certified Business Enterprises (“CBEs”) in the performance of the work and the Project required hereunder and consistent with DC *Code* § 10-801(b) (6).

F.13 Davis Bacon and Related Acts Requirements

Wages under DCHA's construction agreements must be paid in accordance with a wage determination issued pursuant to the Davis-Bacon Act, 40 U.S.C. Section 276(a), et al., by the United States Department of Labor.

F.13.1 Contractors construction agreements must affirm that:

(a) The Contractor is responsible for paying not less than the applicable wage rates to all employees engaged in work under the contract and ensuring that any subcontractors also pay not less than the applicable wage rates; and

(b) The Contractor shall submit a certified payroll report and compliance statement to DCHA each week during the contract period. A separate payroll report shall be submitted for each Contractor and each subcontractor.

F.13.2 DCHA may assure that all other compliance requirements for recruitment, referral and placement are fulfilled by Contractor. Specific goals or requirements will be included in each agreement.

F.13.3 Contractor shall execute a written affirmation of its compliance with all Davis-Bacon compliance matters.

F.13.4 Contractor shall submit periodic reports to DCHA's Contracts Compliance staff detailing all Davis-Bacon compliance matters.

F.13.5 DCHA may conduct periodic site visits and meetings with Contractor to ensure compliance.

F.13.6 Contractor shall ensure that all subcontractors on the PMNCI Project are fully compliant with Davis-Bacon wage requirements. Contractor shall incorporate this requirement in all subcontractor agreements and ensure compliance.

F.14 McNamara- O'Hara Service Contract Act

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

watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek.

F.15 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. Our first priority will be to a DCHA resident or program participant. The minimum numerical goal for employment shall be equal to 10% of the total number of labor hours on this contract. A 2nd 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 4th 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 Contractors who have exhausted all priority preferences and are unable to hire or train Section 3 individuals for the following reasons:

- 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.

Cash donations will be equivalent to the hourly wage rate of the lowest paid employee on the project, times 10% of the total labor hours for the task being performed. The funds support the removal of barriers for DCHA residents and program participants by providing resources such as training, or licenses.

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 non-compliance.

The Respondent must include evidence of past performance, 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 respondent should describe, in detail, the type of commitment set forth and methods to be utilized to accomplish the

Section 3 Commitment. Specifically, the details of this plan should address the following: (1) indicate whether the firm 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. Include the number and type of jobs to be provided; include the number and type of training plan for DCHA program participants, whether interns will be contracted or, if funding will be provided for training; (4) Outline the firm’s proposal, if any, to subcontract to Section 3 businesses; and (5) Is your firm willing to provide pro bono services to DCHA program participants, or Section 3 businesses? Describe in detail, the type of service to be provided. A template of the Action Plan for Section 3 Commitment and a copy of the Estimated Project Workforce Breakdown have been enclosed with this letter solicitation (**Attachments**).

DCHA recognizes that the Respondent seeks trainees and/or employees that meet certain requirements. In order to better facilitate this goal, all efforts to hire to meet the Contactor’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. |

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

Monitoring

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

Reporting

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

Within five 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 DCHA Section 3 Compliance Coordinator at 202.535.1212 for additional information.

F.16 Cancellation

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

F.17 Protests

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

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

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

General Counsel. The General Counsel of DCHA.

Protester. Any respondent to a solicitation made by DCHA 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 who feels that said decision was reached in an unfair and/or biased manner.

PROCEDURES

1. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days of contract award by the Contracting Officer of the DCHA, or the protest will not be considered, unless a different time period has been established in the RFP or contract, if applicable. The formal complaint must be in writing, must identify the aggrieved party by name and address, and contain a clear and concise factual and legal grounds of the protest, including copies of relevant evidence or supporting documents, statutes, rules, regulations and/or policies violated, and the relief requested by Protester.
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 include a finding of facts based on information provided by the Protester and DCHA’s knowledge of the circumstances, and shall include instructions for filing an appeal, if necessary. The Contracting Officer must respond to the formal complaint within fifteen (15) days of its receipt, except where the response time is otherwise stipulated in an agreement with the Protester directly related to the disputed issues.

3. If the Contracting Officer fails to respond to the formal complaint within the specified time period, or if the Protester disagrees with the decision rendered, then the Protester may submit an appeal to have the dispute resolved by the DCHA Executive Director. Such appeal must be in writing and made within fifteen (15) days of the date of the initial decision rendered by the Contracting Officer, or within fifteen (15) days after the expiration of the response time allotted. The Executive Director, or any designee, shall respond to any appeal submitted in a timely manner within fifteen (15) days of receipt of said appeal, except where the response time is otherwise stipulated in a contract with the Protester and directly related to the disputed issues.

4. If the Executive Director or designee, fails to respond to a properly submitted protest within the allotted time, or the if Protester wishes to appeal the decision rendered, then the Protester may submit a formal request to have the dispute settled by the appropriate field office of the U.S. Department of Housing and Urban Development (HUD). Such request must be in writing and made within fifteen (15) days of receipt of the decision rendered by the Executive Director or designee, or within fifteen (15) days after the expiration of the response time allotted to the Executive Director whichever is earlier. The field office of HUD will only review protests that meet one of the following criteria:
 - I. Violation of Federal law or regulations and the standards of section 85.36, Code of Federal Regulations, title 24 (24 CFR, Part 85.36). Violations of local law will be under the jurisdiction 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 local authorities, shall be addressed to the administrative offices of DCHA. The address of the administrative offices of DCHA is as follows:

Attn: Cheryl Moore, Interim Contracting Officer
 Office of Administrative Services/
 Contracts and Procurement Administration
 District of Columbia Housing Authority
 1133 North Capitol Street, N.E. Room 300
 Washington, D.C. 20002

6. All protests directed to the field office of HUD 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. DCHA shall, in all instances, promptly disclose information to the HUD Field office related to any protests or complaints. However, failure to promptly notify HUD of such matters does not relieve the Protester of compliance with the administrative procedures presented herein.
8. In the event the Protester disagrees with the decision rendered by the HUD Field Office and exhausted all administrative remedies, Protester may pursue any and all legal remedies available at the District of Columbia Contract Appeals Board..

F.18 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 to DCHA may be subject to disclosure in response to a request made under FOIA.

F.19 Responsible Contractors

DCHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a Contractor, DCHA will consider such matters as the Contractor'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 DCHA to submit documentation regarding any of the items in the paragraphs above. Failure by the Respondent to provide such additional information shall render the Respondent ineligible for award. In

addition, DCHA may conduct site visits to the Respondents office or facility to verify information contained in the proposal.

SECTION G: EVALUATION FACTORS FOR AWARD

G.1 Evaluation of Responses

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. The Evaluation Panel may consider a response 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 DCHA, be corrected subsequent to the submission due date.

All proposals will be initially reviewed to determine compliance with the Proposal Format and Requirements specified within this solicitation. Proposals that do not comply with these requirements may be rejected without further review.

In evaluating competing proposals, DCHA will consider the cost-benefits of different responses in its ranking. For example, public investment requested in relation to the public purpose benefits received, such as number of low-income households served. Respondents are encouraged to be creative in their responses such as using cross subsidies to minimize the public investment required.

The evaluation factors and the comparative scoring of the factors shown below will be used to determine which Respondents fall within the competitive range. The Executive Director shall make the final recommendation of the Master Planning and Development Team to the DCHA Board of Commissioners. The DCHA Board of Commissioners shall make the final selection of the Master Planning and Development Team.

G.2 Evaluation Factors

Proposals will be evaluated for completeness, market feasibility, innovative ideas, strength of community benefits, and the strength of the financial response. The bases upon which proposals will be measured include, but are not limited to, the following:

| RFP EVALUATION FACTORS | POINT VALUE |
|-------------------------------|--------------------|
|-------------------------------|--------------------|

| | |
|---|-----|
| <p>Qualifications and Experience of the Development and Planning Team Experience of the team in all aspects of developing mixed-income housing, including: mixed-finance public housing redevelopment that includes market rate housing; developing site plans and designs for mixed-income housing; working with residents, neighborhood and community interests and local public agencies to achieve locally determined goals. Managing complex construction projects; property management of low and mixed-income housing developments; and knowledge of and experience in local Washington area development (including utilizing local funding sources and mechanisms), local building codes and zoning regulations. Include recent and successful experience(s) in assembling any financing packages for low and mixed income developments and experience with HUD mixed-finance proposals, as well as experience with minority and women-owned business enterprises and certified business enterprises.</p> | 50 |
| <p>Development Vision and Approach Quality of overall plan for managing the redevelopment process, including redevelopment vision and conceptual site plans and massing analysis, planning approach, involvement of resident and neighborhood groups, financing, construction, marketing and property management development. Provide evidence of the ability to execute proposed development vision and approach in a timely fashion.</p> | 50 |
| <p>Detailed Financing Plan Quality and feasibility of the proposed financing plan, including planning budget and fee the developer would use to finance the redevelopment considering the cost-benefit evaluation of public investment in relation to affordable housing provided. Provide evidence of the ability to execute the proposed financing plan.</p> | 25 |
| <p>Resident Training and Hiring Plan (Section 3) Describe plans for training and hiring residents of Park Morton and the surrounding neighborhood. Describe Section 3 hiring plans and commitments and indicate how Section 3 numeric hiring goals relate to residents of the immediate area. Provide evidence of the ability to execute resident training and hiring as proposed.</p> | 20 |
| <p>W/MBE/CBE Team Composition and Participation Indication of the M/WBE/CBE status of any principal controlling partners and/or equity partners and the relative percentage share in the development profits.</p> | 20 |
| <p>Financial Offer and Considerations to DCHA Proposed role, ownership structure and financial benefit to DCHA.</p> | 25 |
| <p>Off-Site Housing Proposal Provide a description of the proposed off-site parcel(s), including location and proximity to the development parcels, acreage, current use and zoning. Provide evidence of control of the site and the proposed development plan for the Off-Site parcel.</p> | 20 |
| <p>TOTAL RFP POINTS</p> | 210 |

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

EXHIBIT A-

DCHA REDEVELOPMENT PRINCIPLES

DCHA Development Principles

A. REQUIRED PARAMETERS for all redevelopment or rehabilitation deals involving conventional public housing sites and properties of the District of Columbia Housing Authority.

1. A minimum of one-for-one replacement of deep subsidy units, preferably on the DCHA property or in the same neighborhood, and ACC (Section 8 Annual Contributions Contract) replacement units are the preferred means of achieving one-for-one replacement of deep subsidy units.
2. DCHA will provide the private developer with the proposed unit sizes after performing an analysis of its waiting list and assessing other market considerations.
3. Because DCHA is a public entity, it will only consider seeking special zoning concessions when it determines that it can enhance the provision of affordable housing without doing damage to the existing zoning of other properties in the surrounding area.
4. Senior replacement housing must be in place in the same general area prior to demolition of existing senior units, if any are designated, so that current residents do not have to move more than once.
5. Replacement housing shall be built out simultaneously with market rate units and in place prior to or no later than the market rate housing.
6. Six percent (6%) of the replacement units shall be Uniform Federal Accessibility Standard Units.
7. Private Developers must be willing to share risk in the entire deal, including funding a portion if not all of the predevelopment costs, guaranteeing Low Income Housing Tax Credits, and guaranteeing construction performance and completion. As such, a private developer is entitled to a reasonable developer fee and overhead as established by DCHA.
8. Private Developers must be willing to include DCHA or one of its subsidiaries in a profit sharing arrangement in proportion to the relative equity investment and risk considerations. DCHA equity shall include land contributed to the redevelopment/development project as well as other public funds.
9. Developers should not have vacated an affordable housing property in anticipation of redevelopment of a mixed-income or other market rate redevelopment project. DCHA discourages displacement of current residents except where necessary for the improvement of the housing and with the full benefits as required by federal relocation regulations.
10. Site design should employ principles of defensible space including clear delineation of public and private spaces, eyes on the street, and connectivity with the surrounding community.
11. New replacement family units shall be in a mixed-income setting and generally comprise no more than 1/3 of the new development.

12. Future redevelopment activities will be timed in such a manner as to minimize the loss of future capital funding due to units being off-line for redevelopment purposes unless DCHA is made whole for the lost net income (both operating and capital) on such units.
13. DCHA's investment in each development project shall be leveraged in a variety of ways with private funds such as Low Income Housing Tax Credits (usually 4% in conjunction with tax-exempt financing) and other public resources.
14. DCHA's limited future Capital Grant funds received annually from the Federal government will be needed for modernization of its remaining stock and will not be programmed for use in these types of redevelopment projects.
15. Except for fee simple for-sale housing, existing DCHA land shall be ground-leased rather than sold.
16. DCHA carries out its redevelopment activities in a highly participatory manner with stakeholders, which includes but is not limited to input from residents and the surrounding neighborhood as well as its development partner.
17. The use of sustainable "green" materials using LEED standards is strongly encouraged.

B. DESIRED PARAMETERS, if the redevelopment proposal offers, or could with creative refinement, the potential for:

1. Greater than one-for-one replacement
2. DCHA participation in future revenue stream from non-residential uses on existing DCHA land.
3. For Family developments-
 - Phasing to minimize multiple relocation moves
 - Parking at minimum required by zoning ordinance
4. For Senior developments-
 - Close to grocery shopping and other neighborhood service

APPENDIX I- DEVELOPMENT PARCELS TOUR WAIVER, RELEASE, AND INDEMNIFICATION

I,

(Print name)

hereby affirm that I have carefully read this (the “Release”) in its entirety. By my signature below, I agree to each and every term and condition of this Release.

1. I acknowledge that the District of Columbia Housing Authority (“DCHA”) is the owner of the real property known as [insert Squares/Lots], together with all improvements located thereon (the “Property”).

2. I acknowledge and understand that DCHA and the Office of Deputy Mayor for Planning and Economic Development (“DMPED”) have issued a Request for Proposals (“RFP”) for the Property and that DCHA and DMPED are offering potential Teams to said RFP an opportunity to view the Property in which the potential applicant is interested at an “open house,” and, further, that the opportunity to view the Property does not constitute an offer, representation, warranty or any other agreement on the part of DMPED and DCHA with regard to the Property viewed.

3. I represent that I am attending the tour for the Property at the date and time stated:

_____, 2014 from _____ AM / PM – _____ AM / PM

4. I hereby agree to abide by the orders and directions of the representative(s) of DMPED and DCHA at the tour for the Property. If I fail to comply with such orders or directions, DMPED and DCHA may, in their discretion, demand that I leave the Property in which event I agree to do so immediately and without causing a disturbance.

5. I hereby acknowledge that the Property may be, either entirely or in part, in a state of disrepair or otherwise hazardous. I hereby assume all risks and accept full responsibility for any and all damage to myself or others arising from or related to my presence on the Property in connection with the tour. I understand and agree that neither I, my heirs, personal representatives, successors, grantees, and assigns, or anyone claiming any interest through me, will bring any legal action whatsoever against DMPED and DCHA, its officials, officers, employees, and agents as a result of any damage, injury, loss or death to myself or my property that arises out of my presence on the Property in connection with the tour.

6. I hereby indemnify and hold harmless DMPED and DCHA, its officials, officers, employees, and agents from all liabilities, obligations, damages, penalties, claims, costs, charges, and expenses (including reasonable attorney’s fees), of whatsoever kind and for injury, including personal injury or death of any person or persons, and for loss or damage to any property caused by or occurring in connection with, or in any way arising out of my presence on the Property pursuant to this Release. If any action or proceeding as described in this paragraph is brought against DMPED and DCHA, its officials, officers, employees, or agents for which I bear responsibility as expressly provided under this Release, upon written notice from DMPED and DCHA, I shall, pay any fees, costs or expenses incurred by DMPED and DCHA to resist or defend such action or proceeding.

7. I hereby acknowledge and agree that the assumption of risk, promise not to sue, waiver of liability, and indemnification provided for in this Release includes loss, injury or damage as a result of the negligent acts or omissions by DMPED and DCHA, its officials, officers, employees, and agents.

8. I hereby agree that nothing in this Release shall be deemed to waive any rights of any kind that DMPED and DCHA now have, or may hereinafter have, to assert any claim against me, including, without limitation, claims with respect to any and all past events or entry on the Property.

9. I hereby agree that if any provision of this Release is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable and this Release shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Release. The remaining provisions of this Release shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance from this Release.

10. I hereby agree that this Release shall be construed under the laws of the District of Columbia without reference to conflicts of laws principles;

11. I hereby waive (i) any objection to the venue of any action filed in any court situated in the jurisdiction in which the property is located, (ii) any right, claim, or power, under the doctrine of forum non conveniens or otherwise, to transfer any such action to any other court, and (iii) trial by jury in any action, proceeding, claim, or counterclaim brought in connection with any matter arising out of or in any way connected with this Release.

12. I hereby agree that this Release shall be binding upon my heirs, personal representatives, successors, grantees, and assigns.

| | |
|-------------------|--|
| Date: | |
| Signature: | |
| Print Name: | |
| Affiliation: | |
| Phone Number: | |
| Email Address: | |
| Business Address: | |
| | |

WITNESS:

| | |
|-------------|--|
| Date: | |
| Signature: | |
| Print Name: | |

DCHA ATTACHMENTS

ATTACHMENT A- GENERAL CONDITIONS

ATTACHMENT B- TAX CERTIFICATION AFFIDAVIT

ATTACHMENT C- NON-COLLUSIVE AFFIDAVIT

ATTACHMENT D- CERTIFICATION OF ELIGIBILITY

ATTACHMENT E- CONTRACT COMPLIANCE REQUIREMENTS

ATTACHMENT F- REPRESENTATION, CERTIFICATION AND OTHER STATEMENTS OF

ATTACHMENT G- PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATION

RESPONDENT TEAMS

ATTACHMENT H- STATEMENTS OF BIDDER'S QUALIFICATIONS

ATTACHMENT I- SECTION 3 CONTRACTOR COMPLIANCE AGREEMENT

ATTACHMENT J- CONFLICT OF INTEREST CERTIFICATION

ATTACHMENT K- LIST OF CERTIFIED MINORITY AND WOMEN-OWNED BANKS

ATTACHMENT L- WAGE DETERMINATION No:- 2005-2103

EXHIBIT A – DCHA REDEVELOPMENT PRINCIPLES