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# **PARKWAY OVERLOOK LP**

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## **LETTER SOLICITATION NO.**

**POLP 0001-2018**

**ISSUE DATE: November 15, 2017    CLOSING DATE: December 7, 2017**

**CAPTION: DEVELOPMENT PROJECT MANAGEMENT  
AND FINANCIAL CONSULTING SERVICES  
FOR PARKWAY OVERLOOK LP (POLP)**

## **Dear Prospective Offeror:**

Parkway Overlook LP (POLP) is a District of Columbia limited partnership and an instrumentality of District of Columbia Housing Authority (“DCHA”). POLP issues this written Letter Solicitation on behalf of the DCHA Office of Capitol Programs (OCP) to solicit Development Project Management Consulting Services in accordance with the Simplified Acquisition Methods for less than \$150,000 detailed in the DCHA Procurement Policy, applicable Federal standards, United States Department of Housing and Urban Development (HUD) regulations, and local laws. For any contract that involves District funds, DCHA shall comply with the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code §§ 2-351.01 et seq.)(2011Repl.) as detailed within this solicitation.

## **INTRODUCTION**

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

## **OVERVIEW**

Parkway Overlook LP was established in order to undertake the financing and redevelopment of the “Parkway Overlook Apartments” (the Property”), located at 2841 Robinson place, SE. Parkway overlook LP is referred to in this solicitation (“LOS”) as “POLP”. POLP purchased the Property in 2014 and is undertaking a substantial rehabilitation of the Property, which will result in a final unit count of 220 units. The site also includes approximately 200 parking spaces, a significant amount of green space, two tot lots, a community center, and a leasing office. All units will be fully renovated, as the property has been damaged significantly from vandalism and weather since the units were vacated. The construction of improvements to the Property shall be referred to as the “Project”. Project funding will include Low Income Housing Tax Credit equity, private debt, and District of Columbia Housing Production Trust Funds.

POLP invites responses to this Letter of Solicitation (“LOS”) from interested Professionals to provide Development Project Management Consulting Services for the Parkway Overlook Apartments Project.

POLP intends to award an Indefinite Delivery/Indefinite Quantity (IDIQ) contract for the aforementioned services for a term of up to two (2) years, one-year base with one (1) one option

year and based upon the availability of funds. The contract award minimum is \$25,000.00 and may not exceed \$150,000.00. All work will be assigned by and performed by Task Order and shall specify the scope of work and dollar amount of each assignment under the contract.

## **SCOPE OF SERVICES**

Development Project Management and Finance Consulting services are required to assist POLP through predevelopment, construction, and close-out stages of the Project. The selected consultants are responsible for the day-to-day management activities of the Parkway Overlook Project and providing guidance on the financing of the Project. Important qualities required to provide Development Project Management and Finance Services include analytical, decision-making, initiative, managerial, public speaking, knowledge of affordable housing programs, real estate development finance, time-management, and writing skills. The selected consultants have a central role in planning, implementation, and oversight of the Project.

The following list of functions provides for the nature of the scope of services required; however, this list is not all-inclusive:

1. Assist in redevelopment efforts including planning, market analysis, preparing funding requests, negotiations with potential development partners, lenders; and funders;
2. Coordinate and/or participate in community planning sessions, public meetings, presentations and serve as liaison between residents, stakeholders, and human capital providers;
3. Provide advice on financing, approach, entitlement process, etc. for development and redevelopment projects;
4. Prepare and/or review funding applications and mixed-finance proposals for public housing, low-income housing tax credits (both 9% and 4%), CDBG, CIP, HOME, or DC Housing Production Trust Funds and other subsidy programs;
5. Coordinate and manage day-to-day development activities from acquisition/predevelopment to stabilized occupancy;
6. Develop the scope of services and evaluation criteria to assist with the procurement of other professional services that may be required for development and redevelopment projects;
7. Provide oversight of grants/loans from award to close out, management of project budgets, funding accounts and program income;
8. Conduct and participate in meetings with staff, government officials, community stakeholders and residents, developers, financiers, etc.;
9. Prepare and submit, in cooperation with Development Partners and advisors, loan applications to various private and public funding agencies related to affordable and market rate housing and community development projects;

10. Coordinate the development of analytical and transactional tasks to include market research, project budgets, sources and uses, draw schedules, pro forma and project schedules;
11. Represent POLP development expertise at various meetings and garner support and trust of stakeholders;
12. Coordinate loan closing with private developers (when necessary) public agencies, attorneys, lenders, investors, and escrow and title companies;
13. Coordinate the preparation and review of all necessary and required real estate documents such as financial transaction documents, easements, title, funding draws, development agreements, operation agreements and various agreements with/for consultants and or contractor services;
14. Provide conceptual advice in the area of construction costs and methods; and evaluate feasibility of alternative redevelopment strategies;
15. Review the work of development partners and provide recommendations to OCP Deputy Directors and Director;
16. Coordinate, schedule, and provide general direction to on-site project contractors, construction managers and subcontractors;
17. Obtain required authorizations, entitlements and permits from HUD, Office of Zoning, the Department of Consumer and Regulatory Affairs (“DCRA”), State Office of Historical Preservation, District Department of Transportation, local utility companies and other governmental authorities as required;
18. Meet with top management officials to present findings and/or recommendations; explain the significance of conclusions, justify recommendations and answer questions on all aspects of the development project;
19. Analyze and resolve complex problems; and
20. Prepare correspondence, technical, and status reports related to assigned projects.
21. Provide financial analysis of solicited and unsolicited projects, as requested;
22. Provide assistance and advice to leverage DCHA resources and protect DCHA and POLP interests;
23. Review and interpret market analysis, studies and appraisals;
24. Assist in negotiations with private developers, lenders and investors;

25. Provide technical assistance with developing strategies and opportunities to redevelop, develop or preserve affordable housing units;
26. Assist with the preparation of and analyze financial and other data, including development pro forma, financial statements and construction budgets;
27. Assist in securing project financing, including mortgages, bonds and other loans and/or grants from both private and public sources; Establish or update the allocation of direct and indirect project costs including labor, benefits and overhead; Assist with negotiations, review and drafting of evidentiary documents and supplemental submissions;
28. Provide technical assistance and advice with the preparation and review of funding applications, proposals, disposition applications, demolition applications, and waiver supplications required by HUD, other federal and local agencies.
29. Research and provide advice on local programs and HUD funding for the expansion and preservation of affordable housing in the District of Columbia;
30. Make recommendations for affordable housing development and preservation solutions that include best and promising practices based upon industry standards.

### **SECTION 3 REQUIREMENTS**

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

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

Contractors and subcontractors will:

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

**Offerors must provide an “Action Plan for Section 3 Commitment” and an “Estimated Project Workforce Breakdown” along with their bid proposal to be considered for contract award.** These documents should include a brief narrative description of the contract, and training and/or job opportunities for Section 3 participants as a part of this contract. The details of this plan should include the number of Section 3 participants to be hired, a list of tasks, description of skills associated to those tasks, the estimated total hours of those tasks under this contract, and a description of the methods to be used to achieve the respective Section 3 Commitment. A template of the Action Plan for Section 3 Commitment and a copy of the Estimated Project Workforce Breakdown have been enclosed with this letter solicitation (**Attachments**).

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

**Examples of Opportunities**

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

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

**Non-Compliance Procedures**

Any Contractor who fails to make a positive effort to meet the hiring and contracting goals described in the Section 3 Plan may be determined to be non-compliant. After a determination by DCHA that the Contractor has failed to comply with the Section 3 terms of their contract, DCHA shall serve notice of such non-compliance to the Contractor or its representative. The Contractor shall be responsible for notifying any subcontractor(s) who is not in compliance.

Upon request, the Contractor determined to be non-compliant shall meet with DCHA within three (3) working days of written notice in order to determine a method of correcting the deficiencies and determining the time period within such remedy shall be effective. If remedy is not agreed upon within three (3) days of the required notice, DCHA shall prescribe the remedy by which deficiencies shall be corrected and notify the Contractor in writing of such a determination.

If the Contractor does not correct the deficiencies in the manner as directed by DCHA within thirty (30) calendar days DCHA may impose any or all of the following sanctions:

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

### **Monitoring**

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

### **Reporting**

Contractor must submit quarterly reports regarding their Section 3 activities as requested by the Section 3 Compliance Coordinator. If Contractors 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 Data Management and Section 3 Compliance Specialist, Office of Resident Services, Hanna Koerner at 202.535.1517 [hkoerner@dchousing.org](mailto:hkoerner@dchousing.org) for additional information or assistance with the completion of your Section 3 Action Plan.

### **TERM OF CONTRACT**

The term of this contract shall be for a period of one (1) year from the date of contract execution with one (1) one year option, as deemed appropriate in the representation of POLP; based upon the availability of funds.

### **TYPE OF CONTRACT**

This is an Indefinite Delivery /Indefinite Quantity (IDIQ) contract for services as outlined in the Scope of Services. The Consultant shall provide all specified items required by the POLP.

**OPTION TO EXTEND THE TERM OF THE CONTRACT-“RESERVED” if N/A**

- 1. Option Period  
POLP may extend the term of the contract for (1) one (1) one-year option period.
  
- 2. Option to Extend the Term of the Contract
  - a. POLP may extend the term of this contract, or any fraction thereof, by written notice to the Consultant before the expiration of the contract. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.
  - b. The hourly rate/fees for the option period and any subsequent extensions shall be specified in the contract.
  - c. If POLP exercises the option to extend the contract, such contract shall be modified and executed by POLP and Consultant. A copy of the same will be provided to the affected contractor/consultant.
  - d. The total duration of the contract, including the exercise of the any option there under, shall not exceed two (2) years.

**MANNER OF AWARD**

POLP may award a contract upon the basis of the initial Proposal received, without discussion. Therefore, each initial Proposal should contain the Offerors best and final terms from a cost and technical standpoint. Proposals shall represent the best efforts of the Offeror and will be evaluated as such. Proposal should set forth full, accurate, and complete information as required by this Letter of Solicitation.

**CERTIFICATE OF INSURANCE**

The successful Offeror, upon contract award shall at its own expense obtain the minimum insurance coverage set forth below and keep such insurance in force throughout the contract period. All insurance provided by Consultant in this section shall set forth POLP as an additional insured (as applicable). Consultant’s insurance is primary over POLP insurance policy.

Consultant shall carry and pay for:

<b>MINIMUM INSURANCE REQUIREMENTS</b>	
<b>BASIC COVERAGE</b>	
<b>(i) Commercial General Liability (GL):</b>	
Per Occurrence:	\$2,000,000
Aggregate:	\$4,000,000
Products and Completed Operations:	\$2,000,000
Personal/Advertising Injury:	\$1,000,000
<b>(ii) Automobile Liability:</b>	\$1,000,000 per occurrence



<p><b>(iii) Workers' Compensation:</b> The contractor should contact their insurer for the appropriate liability limit.</p>						
<p><b>(iv) Employer's Liability:</b> This coverage is not available to employees if Worker's Compensation applies (<i>see</i> 32 DC Official Code § 1504). If and when Employer's Liability insurance applies, however, the minimum requirements are as follows:</p> <table> <tr> <td>Each Accident:</td> <td>\$500,000</td> </tr> <tr> <td>Employee Disease:</td> <td>\$500,000</td> </tr> <tr> <td>Disease-Policy Limit:</td> <td>\$500,000</td> </tr> </table>	Each Accident:	\$500,000	Employee Disease:	\$500,000	Disease-Policy Limit:	\$500,000
Each Accident:	\$500,000					
Employee Disease:	\$500,000					
Disease-Policy Limit:	\$500,000					
<p style="text-align: center;"><b>ADDITIONAL COVERAGE</b> <b>(Requirements to be determined depending on the contract.)</b></p>						
<p><b>(v) Umbrella or Excess Liability:</b> \$2,000,000 to 5,000,000+ (depending on contract)</p>						
<p><b>(vi) Employment Practices Liability:</b> Per Occurrence: \$1,000,000+ (depending on contract) Aggregate: \$1,000,000+ (depending on contract)</p>						
<p><b>(vii) Employee Dishonesty Liability:</b> not less than \$250,000 per occurrence Consultant shall name POLP as the loss payee.</p>						

With respect to (i) and (ii) above; the insurance policies shall be endorsed to name POLP as an additional insured and as a loss payee.

With respect to policies described above, these policies must:

- (a) Be in place before the execution of this contract and in-force insurance is a condition precedent to the contract;
- (b) Contractor shall provide POLP an annual Certificate of Insurance as evidence of the limits of coverage described above;
- (c) In the event the Consultant's insurance expiration during the execution of or term of the contract, the Consultant shall provide POLP 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 POLP 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 POLP.

In the event a claim arises out of this contract, the Consultant will promptly notify the DCHA Contracting Officer's Technical Assistance Representative (COTR) Karl Jones, Manager of the DCHA Office of Risk Management (ORM) at 202-535-1883. In addition, the Consultant 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 POLP.

## **INDEMNIFICATION**

The Offeror shall indemnify, defend and hold harmless HUD, DCHA and POLP and its respective employees, agents, contractors, Board of Directors, Board of Commissioners, members, managers and other representatives (the "Indemnified Parties"), from any loss, cost damage, claim, demand, suit, liability, judgment and expense (including any attorney fees and other costs of litigation) arising out of or resulting from or in connection with any work called for or performed under this contract, any breach by the Consultant, its agents, employees and the Consultant of any provision of this contract, or any negligent or bad faith act(s) or omission (s) or the negligent performance of this contract by the Consultant, its agents, employees and the Consultant or any other person or entity for which the Offeror may be responsible. Any provisions or limits of insurance set forth in this contract shall not limit the Offeror's liability. At its own expense, the Offeror shall obtain the necessary insurance coverage acceptable to POLP to comply with this indemnification requirement; provide evidence of such coverage to POLP, and such coverage shall be in place before the execution of the contract awarded and as a condition to it.

This insurance is primary to, and will not see contribution from, any other insurance available to an additional insured under your policy.

## **TASK ORDERS**

- A. The estimated amount or performing any one or more contracts awarded hereunder shall not exceed the total ceiling. No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the ceiling of the entire contract. In the absence of the specified notice, POLP is not obligated to pay the contractor for any amounts in excess of the ceiling of the contract, whether such amounts were incurred during the course of the contract period or as a result of termination.
- B. Task orders (Orders) will be initiated by the POLP COTR, in consultation with the POLP Authorized Representative or DCHA Executive Director or her designee, pursuant to the contract with specific ceilings for the task identified. Contractors must agree to use best efforts to perform the work specified in any task order within the ceiling specified, or else decline to accept the task order.
- C. The Consultant shall notify DCHA Contracting Officer in writing whenever contractor has reason to believe that the total estimated amount for the performance of a Task Order will be greater than the ceiling. As part of the notification, the contractor shall provide a revised estimate of the total estimated amount of performing the task.

- D. POLP is not obligated to pay for amounts incurred in excess of the Task Order ceiling and the Consultant is not obligated to continue performance under a Task Order (including actions under the termination clauses of this contract) or otherwise incur amounts in excess of the ceiling until POLP has notified the Consultant, in writing, that (i) the estimated amount has been increased and (ii) provides a revised ceiling for performing the Task Order.
- E. If the ceiling of a contract awarded hereunder or Task Order issued and accepted is increased, any amounts the contractor incurs before the increase that are in excess of the previous ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination notice directing that the increase is solely to cover the termination or other specified expenses.
- F. A change order shall not be considered an authorization to exceed the ceiling of the contract or any task order unless the change order specifically increases the ceiling.
- G. At any time or times before final payment and three (3) years thereafter the Contracting Officer may have the contractor's invoices, vouchers and statements audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable amounts as adjusted for prior overpayments or underpayments.

### **PAYMENTS/INVOICES**

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

Submission of Payment Requests

- a. All Payment Requests must be addressed as follows and forwarded to:

Parkway Overlook LP c/o  
District of Columbia Housing Authority  
Attn: Office of Financial Management  
1133 North Capitol Street, NE, Suite 329G  
Washington, DC 2002-7599

Invoices may be email to: [DCHApayments@dchousing.org](mailto:DCHApayments@dchousing.org)

- b. Proper invoices shall contain the following information as applicable:
- Contract Number
  - Purchase Order Number
  - Task Order Number
  - Identification of matters/services performed consistent with the contract requirement and supporting documentation
- c. Failure to provide all documentation as outlined in item b. above will delay payment of invoices.

- d. DCHA's Accounts Payable Division processes checks every Thursday; except for when that date falls on a legal holiday. In the event the processing day falls on a legal holiday, checks will be processed on the next business day.

## **PROPOSAL FORMAT**

Proposals shall be submitted in two parts: Technical and Cost. **Please note the proposal shall not exceed twenty (20) pages excluding the Cost Proposal, supporting materials, and exhibits.** Coil or Spiral Binding shall not be used. Offerors shall submit one (1) original and four (4) copies of both the technical and price proposals, prepared in such format and in such detail as to enable POLP to make a thorough evaluation thereof and to arrive at a sound determination as to whether or not the offer Offeror can meet the requirements set forth in this solicitation.

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

POLP may reject any or all proposals that are determined not to be in POLP's best interest. In addition, POLP reserves the right to waive any formalities or minor irregularities, if it serves POLP's best interests in doing so.

The technical proposal shall not contain any cost information.

At a minimum, Proposals shall be organized as follows with the content below:

### **PART I: Technical Proposal**

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

#### **2. Letter of Interest**

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

#### **3. Overview, Experience**

Provide a concise description of the individuals(s), major areas of experience, the length of time it has been in business and the capacity and facilities it will bring to the task.

#### **4. Documentation to Substantiate Experience & Past Performance**

Provide up to five (5) examples of experience within the past five years that best

demonstrate the Offerors expertise required to perform the scope of work outlined in Scope of Services. This should include the date of the project, project scope, contract amount, client name, contract period, key deliverables, Project Status Open/Completed and if the project was completed on time and within cost.

**5. Documentation to substantiate Service Approach**

List the individuals assigned to the contract with a description of their respective roles and responsibilities.

Attach Resumes for all identified team members to include Education, Experience, Licenses and Certifications as evidence of entity and key individuals' ability to provide services required to complete the Scope of Services.

(Resumes are Supplemental Information and not included in the page limit)

**6. List & Documentation of Licenses, Certifications, Affiliations**

Provide a copy of Business License registration to provide services in the District of Columbia. Include copies of entity Licenses, Certifications and Industry Affiliations as evidence of entity ability to complete the Scope of Services. (Documentation is Supplemental Information and not included in the page limit)

**7. Experience with HUD Section 3 & Section 3 Plan**

Describe the Offerors 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 this solicitation and complete the "Action Plan for Section 3 Commitment" and an "Estimated Project Workforce Breakdown" as outlined in that section. Minimally address the following: (1) Indicate whether the Company 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, the type of jobs to be provided and the number and type of training opportunities to be provided; (3) Provide a detailed description of the training plan for DCHA program participants, whether interns will be contracted or, if funding will be provided for training; (4) Outline the Company's proposal, if any, to subcontract to Section 3 businesses. Describe in detail, the type of service to be provided.

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

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

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

## 9. Certifications & Affidavits

Complete and Return the following certification forms:

- Attachment A, HUD 5370 General Conditions for Non-Construction Contracts-Section I
- Attachment B, Tax Certification Affidavit
- Attachment C, Non-Collusive Affidavit
- Attachment D, Certificate of Eligibility
- Attachment E, Section 3 Compliance Requirements
- Attachment F, Conflict of Interest Certification
- Attachment G, Representations, Certifications and Other Statements of Bidders
- Attachment H, HUD 5369 Instructions to Offerors Non-Construction Contracts
- Attachment I, DCHA Simplified Acquisition Mandatory Clauses for Small Purchases
- Attachment J, Wage Determination

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

PART II: Fee Proposal

## 10. Fee Proposal- Exhibit 1

Offerors shall submit a Fee Proposal showing each personnel classification required by nature of the work required for the Scope of Services with fully burdened hourly rates for each classification. Fee proposals shall be submitted in the format provided in Exhibit 1.

**All fees quoted will be inclusive of time for meeting with DCHA, POLP and Project Stakeholders.**

**Fee Proposals must be valid for the two-year term of the agreement for Base Year One and Option Year.**

**Cost of Service:** Hourly Fee(s) to provide the proposed services shall include all direct and indirect labor cost, overhead and profit. *(Compensation should be based on unit price with no additional charges for routine expenses.)*

**Fair Price Statement:** Offeror shall provide a statement that it warrants the prices quoted are not in excess of those charged non-governmental clients for the same services performed by the same individuals.

Consultant is fully responsible for controlling its cost of performing this contract and for properly pricing each order. No price increases will be permitted for any alleged miscalculations of the order dollar amounts. These amounts shall include all allowable

costs related to the performance of this contract, such as labor, overhead, profit, travel, materials, all equipment, facilities, telephone services, etc.

Travel in the metropolitan area shall not be reimbursed. The metropolitan area includes the District of Columbia; and the counties of Montgomery and Prince Georges in Maryland; the cities of Alexandria, Falls Church and Fairfax in Virginia, and the counties of Arlington, Fairfax, Prince William and Loudon in Virginia.

**Offerors shall ensure that the Fee Proposal and proposed hourly rates offered are the lowest discounted (government) rate offered to similar clients.**

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

#### **EVALUATION FACTORS & SELECTION CRITERIA**

Proposals will be evaluated with points assigned as detailed in this section. Proposals will be evaluated to determine the extent to which the Offerors capabilities and approach meet the needs of the POLP. Offerors shall respond thoroughly to each of the following evaluation factors, with focus on providing answers that are both clear and concise. If any requirement listed cannot be met, full disclosure must be given, along with an explanation and proposed alternative, if appropriate.

The evaluation factors will be used in determining the competitive range, with a total possible score of **177.5** points.

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

The following point value will be used for evaluation purposes with the points shown being the maximum number that can be awarded for each criterion:

CRITERIA	MAXIMUM POINTS
<b>TECHNICAL</b>	
<p><b>1. Experience</b> Based upon the five examples provided, breadth and depth of the individual(s)/entity Development Project Management Experience on projects of similar scope as described in the Scope of Services.</p> <p><i>The above selection criteria will be based on evidence of the following Evidenced criteria (10 points per example up to max of five examples and 50 points):</i></p> <p>(1) Specialized experience and technical competence of Offeror- 5 points (2) Knowledge of Development project Management processes and requirements – 5 points</p>	<b>50</b>
<p><b>2. Service Approach</b> Based upon Resume(s) of the individual(s) provide details, evidence, and documentation to substantiate qualifications and experience of proposed team designated to ensure that the Scope of Services are complete, on schedule, and in accordance with all applicable contract and task order requirements.</p> <p><i>The above selection criteria will be based on evidence of the following evidenced criteria:</i></p> <p>(1) Documented Qualifications &amp; Credentials – 10 points (2) Experience – 15 points</p>	<b>25</b>
<p><b>3. Housing Authority and /or Similar Clients</b> Based upon the five project examples provided, documented knowledge and experience work with Housing Authority and/or similar clients.</p> <p><i>The above selection criteria will be based on evidence of the following evidenced criteria:</i></p> <p>(1) Housing Authority – 6 points (2) Similar Clients – 4 points</p>	<b>10</b>



<p><b>4. List &amp; Documentation of Licenses, Certification and Trade Affiliations</b> List and Provide copies of entity License(s), Certifications, and Affiliations as evidence of entity ability to complete the Scope of Services.</p> <p>Provide a copy of Business License or proof of registration to provide services in the District of Columbia.</p> <p>Include copy of existing Insurance coverage and limits</p> <p><i>The above selection criteria will be based on evidence of the following evidenced criteria</i></p> <p>(1) Business License – 5 points (2) Trade Certification/Professional Organization Affiliation – 5 points</p>	<p><b>10</b></p>
<p><b>5. SECTION 3</b></p> <ol style="list-style-type: none"> <li>1. <i>*For non-construction contracts: Proposes to have DCHA residents or program participants as interns. For construction contracts: Proposes to have DCHA residents or program participants as apprentices (2 pts.)</i></li> <li>2. <i>Demonstrated evidence of successful past performance with the fulfillment of Section 3 Commitments. (3 pts.)</i></li> <li>3. <i>Will hire DCHA residents or program participants for appropriate employment opportunities within the firm or any of its affiliated subcontractors. (4 pts.)</i></li> <li>4. <i>Proposes to provide funding for training for a DCHA resident or program participant. (3 pts.)</i></li> <li>5. <i>Will provide pro bono services to resident-controlled companies or residents desiring to start a company either as a for-profit or non-profit entity. (2 pts.)</i></li> <li>6. <i>**Proposes to subcontract supportive services to Section 3 businesses. (2 pts.)</i></li> <li>7. <i>***Vendor submits a unique proposal that supports the requirement of Section 3 “to provide DCHA residents and program participants with training and/employment opportunities.” Includes sponsoring program participants. (4pts.)</i></li> </ol>	<p><b>20</b></p>
<p><b>COST</b></p>	
<p><b>6. Proposed fee and breakdown</b> Fee Proposals shall be submitted in the format provided in Exhibit 1.</p> <p>All fees quoted shall be inclusive of time for meeting with DCHA, POLP and Project Stakeholders.</p> <p>Cost of Service: Hourly Fee(s) to provide the proposed services shall include all direct and indirect labor cost, overhead and profit. (Compensation should be based on unit price with no additional charges for routine expenses.)</p> <p>Offeror shall ensure that the proposed fee(s) offered are the lowest Discounted (government) rate offered to similar clients.</p>	<p><b>50</b></p>
<p><b>TOTAL MAXIMUM POINTS TECHNICAL &amp; COST</b></p>	
<p><b>165.0</b></p>	

### **SECTION 3 Section 3 Experience & Plan**

\*Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulation at 29 CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

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

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

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

### **BONUS POINTS**

**Maximum 12.5 Points**

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

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

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

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

“Local” means within the Metropolitan Business Area;

“Small” means a firm with 500 employees or less;

“Minority” means 51% ownership; and

“Woman-Owned” means 51% ownership.

The points shall be awarded to the Contractor based on a review of the offeror, either party of a joint-venture, or an Offeror’s subcontractors.

The points will be awarded in the following manner:

Local	= 2.5 points
Small	= 2.5 points
Minority	= 2.5 points
Woman-Owned	= 2.5 points

A maximum of 10 points can be added to the score of a technically qualified Offeror who is in the competitive range.

**CBE Participation**

**(Maximum 2.5 Bonus Points)**

POLP will recognize the District of Columbia certification as meeting the certification requirements of its Certified Business Enterprise (“CBE”) program. Reliable certification from other CBE programs will be considered and Contractors may utilize any other CBE firms that qualify under the definitions set forth herein. In recognition of the District’s CBE certification, DCHA will use the following CBE point system below to determine the number of preference points awarded to contractors with CBE certification. Please be advised that if one or more development team members is a CBE, DCHA will only award points for one CBE team member. The point award will be based on the CBE with the highest number of preference points awarded by the District.

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

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

**177.5**

**RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS**

- (1) POLP will make an award to the responsible Offeror, whose offer conforms to the solicitation and is most advantageous to the POLP (i.e.) that which represents the best value to the POLP, cost or price and other factors considered. The proposed cost must be considered reasonable and must reflect the proposed technical approach.
- (2) POLP may award a contract to other than the lowest priced offer. In the event that two or more offers are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most responsive.
- (3) POLP may make multiple awards to ensure availability of a wide range of products or services.
- (4) The combined relative merit of the technical evaluation factors listed below will be more significant than cost or price in the selection of the Contractor.

## **PROTEST PROCEDURES**

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

## **DEFINITIONS**

**Contracting Officer.** The person within POLP or DCHA duly authorized by the governing body thereof to administer contracts for, and in the name of, DCHA or POLP as applicable.

**Authorized Representative.** The Authorized Representative shall mean the person authorized on behalf of POLP to bind POLP.

**Executive Director.** The Executive Director of DCHA.

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

**General Counsel. The General Counsel of DCHA.**

**Protestor.** Any Offeror to a solicitation made by POLP or 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; has a valid basis to challenge the award decision, or any Respondent who files a complaint based on the content of the RFP, prior to the proposal due date based on specific facts giving rise to any such complaint.

## **PROCEDURES**

1. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten Calendar days of contract award by the Contracting Officer on behalf of POLP, or the protest will not be considered, unless a different time period has been established in the solicitation or contract, if applicable. In such cases the time period set forth in the contract prevails. The formal complaint must be in writing, and must identify the aggrieved party by name and address, state the nature and scope of the complaint including costs, if any, being sought by the protestor, and be specific as to the solicitation, bid, proposal or contract that gave rise to the protest or complaint.
2. The Contracting Officer, upon receipt of the formal complaint, shall review the merits of the protest and render a decision, in writing, to the Protester. The response shall include a finding of facts based on information provided by the Protester and POLP'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 POLP Authorized Representative or DCHA Executive Director. Such appeal must be in writing and made within ten (10) days of the date of the initial decision rendered by the Contracting Officer, or within ten (10) days after the expiration of the response time allotted. The POLP Authorized Representative or Executive Director, or any designee, shall respond to any appeal submitted in a timely manner within ten (10) 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 POLP Authorized Representative or Executive Director or designee, does not 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 ten (10) days of receipt of the decision rendered by the POLP Representative or Executive Director or designee, or within ten (10) 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, Section 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 POLP. The address of the administrative offices of POLP are as follows:

c/o District of Columbia Housing Authority  
Attn: Cheryl Moore, Contracting Officer  
Office of Administrative Services- Contracts and Procurement  
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 the Federal agency 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, NW  
Washington, D.C. 20002-4205

7. To the extent applicable POLP shall in all instances, promptly disclose information to HUD Field Office related to protests or complaints. However, failure to promptly notify HUD of such matters does not relieve the Protestor of the responsibility of complying 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 in the District of Columbia Contracts Appeals Board (CAB).

### **INQUIRIES/QUESTIONS**

Inquiries/Questions concerning this solicitation shall be submitted in writing to the Issuing Office no later than **Tuesday, November 21, 2017 by 12:00 noon**. Inquires/Questions shall be emailed to Lolita Washington [lwashing@dchousing.org](mailto:lwashing@dchousing.org) with a copy to [business@dchousing.org](mailto:business@dchousing.org). **All questions and responses will be provided by addendum and posted to DCHA's website at [www.dchousing.org](http://www.dchousing.org).**

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

### **PROPOSAL SUBMISSION**

Respond as outlined and submit ONE (1) original and FOUR (4) copies of the proposal, typed and prepared on standard 8.5 x 11 letter size paper with material printed on one side only. Coil or Spiral Binding shall not be used. All proposals received in response to this Letter of Solicitation must be **RECEIVED** no later than **Thursday, December 7, 2017, at 11:00 A.M. (ET)** at the address listed below.

DISTRICT OF COLUMBIA HOUSING AUTHORITY  
Office of Administrative Services- Contracts and Procurement  
1133 North Capitol Street, NE, Suite 300  
Washington, D.C. 20002-7599  
Attn: Contracting Officer

**Letter Solicitation Number: POLP 0001-2018  
"Development Project Management and Financial Consulting Services"**

**DCHA will accept an electronic version of your proposal in PDF format. Electronic submissions shall be emailed to Lolita Washington at [lwashing@dchousing.org](mailto:lwashing@dchousing.org) with copy to [business@dchousing.org](mailto:business@dchousing.org).**

**PROPOSALS RECEIVED AFTER THE DEADLINE MAY NOT BE CONSIDERED.**

Sincerely,

A handwritten signature in blue ink that reads "Cheryl Moore". The signature is written in a cursive, flowing style.

Cheryl Moore  
Contracting Officer

**Exhibit 1**  
**Fee Proposal**

**POLP Development Project Management Financial Consulting Services**

<b>SCHEDULE OF SALARIES</b>					
<b>DISCIPLINE (\$)</b>	<b>RATE/HR</b> <small>(BASE)</small> <b>A</b>	<b>OVERHEAD</b> <small>BASE*(%)+BASE</small> <b>B</b>	<b>PROFIT</b> <small>A+B *(10%)</small> <b>C</b>	<b>TOTAL</b> <b>YEAR ONE</b> <b>COST/HOUR</b>	<b>TOTAL</b> <b>YEAR TWO</b> <b>COST/HOUR</b>
Sample Position <small>(Sample Overhead based on 10%)</small>	\$20.00	\$22.00	\$4.20	\$46.20	\$48.51
Principal					
Clerical					
Consultant					
<b>AVERAGE HOURLY RATE = (SUM / QTY.)</b>					

Prepared By: \_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Entity: \_\_\_\_\_

Date: \_\_\_\_\_



## ATTACHMENT A

### HUD 5370 GENERAL CONDITIONS FOR NON-CONSTRUCTION CONTRACTS- Section I

(Click the link below to access the document)

[S:\SOLICITATION DOCUMENTS\Attachments\HUD 5370-General Conditions for Non-Construction Contracts Section I \(Non-construction contracts \(without maintenance greater than \\$100k\).pdf](S:\SOLICITATION DOCUMENTS\Attachments\HUD 5370-General Conditions for Non-Construction Contracts Section I (Non-construction contracts (without maintenance greater than $100k).pdf)

**ATTACHMENT B**  
**TAX CERTIFICATION AFFIDAVIT**  
**(Click the link below to access the document)**

<S:\SOLICITATION DOCUMENTS\Attachments\DCHA Tax Certification Affidavit.pdf>

## **ATTACHMENT C**

### **NON-COLLUSIVE AFFIDAVIT**

**(Click the link below to access the document)**

<S:\SOLICITATION DOCUMENTS\Attachments\DCHA Non-Collusive Affidavit.pdf>

**ATTACHMENT D**

**CERTIFICATE OF ELIGIBILITY**

**(Click the link below to access the document)**

<S:\SOLICITATION DOCUMENTS\Attachments\DCHA Certification of Eligibility.pdf>

## ATTACHMENT E

### SECTION 3 CONTRACTOR COMPLIANCE REQUIREMENTS

(Click the link below to access the document)

<S:\SOLICITATION DOCUMENTS\Attachments E\ Section 3 Contract Compliance Agreements.pdf>

<S:\SOLICITATION DOCUMENTS\Attachments\Attachment E Section 3 BenchmarksAndMenu of Options.pdf>

## **ATTACHMENT F**

### **CONFLICT OF INTEREST CERTIFICATION**

**(Click the link below to access the document)**

<S:\SOLICITATION DOCUMENTS\Attachments\DCHA Conflict of Interest Certification.pdf>

## **ATTACHMENT G**

### **REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS**

**(Click the link below to access the document)**

<S:\SOLICITATION DOCUMENTS\Attachments\HUD 5369-A Representations Certifications and Other Statements to Bidders.pdf>

## ATTACHMENT H

### HUD 5369 INSTRUCTIONS TO OFFERORS – NON-CONSTRUCTION

(Click the link below to access the document)

<S:\SOLICITATION DOCUMENTS\Attachments\HUD Form 5369-Instructions to Bidders for Contracts.pdf>



**ATTACHMENT I**  
**WAGE DECISION**

[Wage Decision 2015-4281 w mod. 7.pdf](#)