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DISTRICT OF COLUMBIA HOUSING AUTHORITY  
CONTRACTS AND PROCUREMENT

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**REQUEST FOR QUALIFICATIONS**

**SOLICITATION NO.**

**0006-2018**

**ISSUE DATE: December 18, 2017 CLOSING DATE: February 1, 2018**

**GREENLEAF HOUSING COMMUNITY CO-DEVELOPER**

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## **SECTION A: INTRODUCTION**

### **A.1 OVERVIEW**

The District of Columbia Housing Authority (“DCHA”) seeks to engage a Co-developer to redevelop the Greenleaf housing community (“the Site”, “Greenleaf”), a 15-acre, public housing community located in the Southwest quadrant of Washington, DC. DCHA is a large public housing authority that owns or manages over 8,000 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 and carries out its mission predominantly with federal resources funded by the U.S. Department of Housing and Urban Development (“HUD”).

DCHA is soliciting responses to this Request for Qualifications (“RFQ”) for interested Respondents to act as the Co-Development Team (“Team”) and develop and implement a comprehensive redevelopment plan (“Plan”) for the Site. DCHA seeks responses from qualified teams with broad experience in mixed-income, mixed-finance development. A brief history of the Site as well as the selection and solicitation process is discussed herein.

### **A.2 SELECTION PROCESS**

DCHA is seeking qualified Respondents with the vision, qualifications, capacity, and resources to redevelop the site. DCHA anticipates release a Request for Proposals (“RFP”) solicitation to the most qualified RFQ Respondents by the end of the first quarter in 2018, with a final team selected by the end of the second quarter in 2018. DCHA will work with the selected team to negotiate a development agreement that includes a firm development period for, at a minimum, the development of the first phase of the site. There is no development planning required or desired in responses to this RFQ, DCHA endeavors to follow the Timeline detailed in Section F.

In general, DCHA seeks responses 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 carry forward and complete the components of this program;
- Examples of innovative and creative planning and design proposals;

- Examples of completed projects, designed by a master planner proposed as part of the Team, with 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 (“LIHTC”), New Market Tax Credits (“NMTC”), Tax Exempt Bonds and related District agencies); and
- Experience working with HUD mixed finance program.

### **Request for Qualifications**

Respondents shall submit information concerning capacity, qualifications, and experience as outlined in in this RFQ. The RFQ responses will be reviewed in accordance with the evaluation factors set forth in Section E of this RFQ. The Evaluation Panel reserves the right to consult with professional consultants, advisors, and other stakeholders for technical assistance; as well as request interviews of the Respondent Teams to obtain clarity with respect to qualifications if such is deemed to be in the best interest of the DCHA.

### **Announcement of Short List**

Based upon the evaluation of proposals in response to the RFQ, a short list will be developed. The short list will be composed of Respondents deemed to be within the competitive range. DCHA will post the Short List to the DCHA website by addendum and contact Respondents to inform them of the RFQ results and schedule presentations during a public meeting with Greenleaf residents and stakeholders, after February 1, 2018.

### **Request for Proposals**

DCHA will issue a Request for Proposals (RFP) solicitation in early March 2018. Respondents deemed to be on the Short List shall submit a proposal for Greenleaf Housing Community Co-Developer. Proposals will be reviewed by the Evaluation Panel in accordance with the evaluation factors set forth in the RFP. The Evaluation Panel reserves the right to consult with professional consultants, advisors, and other stakeholders for technical assistance; as well as request interviews of the Respondent Teams to obtain clarity with respect to qualifications if such is deemed to be in the best interest of the DCHA.

### **Selection Evaluation Panel**

Based upon the evaluation of proposals in response to the RFP, final scores will be determined by the points received for RFP responses. DCHA reserves the right to interview Respondents if such is deemed to be in the best interest of DCHA. The Executive Director shall make the final recommendation of the Greenleaf Housing Community Redevelopment Team to the DCHA Board of Commissioners. The final selection of the Co-Developer will be made by the DCHA Board of Commissioners.

## **Post-Selection Due Diligence**

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

## **SECTION B: SCOPE OF SERVICES**

### **B.1 SITE AND NEIGHBORHOOD DESCRIPTION**

#### **B.1.1. *The Site***

Greenleaf is a 15-acre public housing community located in the Southwest quadrant of Washington, DC. The Site is bounded to the north by I Street SW, to the south by M Street SW, to the west by 3<sup>rd</sup> Street SW, and to the east by Delaware Avenue, SW. There are currently five separate housing properties on the Site that comprise 23 separate buildings and include 493 housing units. All five properties were built in 1959; most are low-rise, brick, garden-style apartments. The five developments are:

- **Greenleaf Gardens:** A combination of mid-rise apartments and townhouses for family residents. The property contains 72 three-bedroom residences, 38 four-bedroom residences, and 20 five-bedroom residences.
- **Greenleaf Extension:** Four four-bedroom townhomes built directly adjacent to Greenleaf Gardens.
- **Greenleaf Additions:** A 32-unit addition to Greenleaf Gardens, Greenleaf Additions is comprised of two walk-up buildings with twelve apartments each as well as eight townhomes, totaling 32 units. Greenleaf Additions has 24 two-bedroom residences, three three-bedroom residences, and five four-bedroom apartments.
- **Greenleaf Senior:** An eight-story, high-rise building featuring 58 one-bedroom residences and 157 two-bedroom residences. The building is restricted to seniors and those that are disabled along with their dependents.
- **Greenleaf Family:** A five-story, mid-rise building with seven one-bedroom residences, 98 two-bedroom residences, and seven three-bedroom residences.



*Map of developments within the Greenleaf Site*

A mix of private, federal, and District-owned land surrounds the Site. The west side of the site is largely occupied by existing and planned residential apartments and condominiums as well as the Southwest Library. The shorter northern edge of the site is bordered by the Capitol Park Plaza & Twins apartment building and a public health center – Unity Healthcare. The eastern edge of the site is bordered by a large number of City- and federally owned property including the Metropolitan Police Department, the U.S. Capitol Police vehicle maintenance center, a Department of Motor Vehicles center, a



DC Fire Department repair shop, King Greenleaf Recreation Center, and Lansburgh Park. The south end of the site is bordered by an athletic field.

### ***B.1.2. The Need for Redevelopment***

All existing properties on the Site were delivered in 1959, are physically obsolete, and have high maintenance costs. As a result, the Site presents a prime opportunity for redevelopment. Since 1996, DCHA has invested \$19.9 million of its limited capital improvement budget into properties on the Site. These investments have not been and will not be sufficient to carry out all necessary maintenance and improvements. In order to provide residents with quality housing, it is imperative that the current Greenleaf Site buildings be redeveloped and modernized.

### ***B.1.3. Prior Master Planning Process***

In 2015, DCHA retained HR&A Advisors, Inc. and Perkins Eastman to create a redevelopment plan for the Site. The goal of the planning process was to evaluate the feasibility of a public-private partnership to redevelop the Site as a mixed-income, mixed-use development.

During the planning process, public engagement was an invaluable tool that allowed DCHA to gauge community sentiment and resident interests. The following community engagement activities were employed during the master planning process:

- **Greenleaf Resident Meetings:** Four Greenleaf resident meetings occurred between November 2014 and March 2015. DCHA solicited input from residents and held a workshop to understand what residents saw as current community assets. Attendance averaged 60 people per event.
- **The Neighborhood Advisory Council:** DCHA created a Neighborhood Advisory Council that included community leaders and stakeholders to further incorporate community feedback into the master planning process. The Neighborhood Advisory Council included representatives from the Washington, DC City Council; local Advisory Neighborhood Commissions; the Greenleaf community, and other local entities. The Neighborhood Advisory Council met four times between June 2015 and May 2016.
- **Community Meetings:** In order to hear feedback from the surrounding Southwest community, DCHA held three community meetings between October 2015 and July 2016. At these community meetings, participants reaffirmed support for the development principles described in Section B.2 and expressed support for the redevelopment of Greenleaf.

This public engagement process, along with the assessment of site conditions and financial analysis for redevelopment, guided the development of a redevelopment plan. The resulting plan included four main components: a site plan, a phasing strategy, a build-first plan, and a financial feasibility analysis.

Respondents do not need to align with the phasing or programming strategies set out in the Greenleaf Master Plan (Appendix I.), but should be prepared to align with the development principles described in Section B.2.1. While Respondents should familiarize themselves with the Greenleaf Master Plan (Appendix I.), they are encouraged to adopt a flexible and creative approach to meeting the development principles enumerated below.

The Greenleaf Master Plan, which may be of interest to Respondents, can be found in Appendix I, referenced in Section G.

#### ***B.1.4. The Neighborhood***

In the 1950s, city planners and the federal government seized a substantial portion of land in Southwest through eminent domain. This seizure set the stage for a massive redevelopment of the neighborhood during the 1950s and 1960s. The rebuilt quadrant was dominated by Brutalist office and residential buildings, with some of the underlying land now owned by the District or the federal government.

Since the late 1990s, the District has guided an ambitious revitalization of the Anacostia waterfront located in the Southeast and Southwest quadrants of Washington, DC. District leaders, recognizing an opportunity to create a world-class waterfront city, brought together the District and 19 participating federal agencies to form The Anacostia Waterfront Initiative (“the AWI”). The AWI, along with the DC Office of Planning, identified five themes necessary to the successful revitalization of the waterfront and the surrounding region – a clean and active river, ease of access, a riverfront park system, a distinct cultural character, and strong waterfront neighborhoods. The AWI’s efforts have resulted in a number of major economic development and redevelopment projects along the Anacostia River. The Anacostia Waterfront Framework Plan, completed in 2003 and updated periodically, continues to guide the redevelopment of the waterfront and properties in close proximity to the Site.

The most recent planning effort in the neighborhood resulted in the Southwest Neighborhood Plan (Appendix II), released in November 2014. The Southwest Neighborhood Plan, which can be found on the District of Columbia Office of Planning Website and available by hyperlink from Appendix II, referenced in Section G, outlines a vision for the neighborhood built upon extensive neighborhood and resident engagement.

The plan identifies the following aspirational concepts to guide the community-driven vision for Southwest:

- **Model Community:** Southwest should remain an exemplary model of equity and inclusion.
- **Modernist Gem:** Southwest will promote the preservation of its unique architectural legacy.
- **Green Oasis:** Southwest will thrive as a green oasis in the city, with lush tree canopy and vegetation, landscaped building edges, thriving parks, and robust connections between green spaces.
- **Arts and Cultural Destination:** Southwest will flourish as a premier arts and cultural destination, create synergies between existing cultural assets, and attract new creative uses.
- **Thriving Town Center:** Southwest will enjoy 4<sup>th</sup> Street as a thriving town center and commercial heart of the community.
- **Optimized District Parcels:** Southwest will be prepared for future redevelopment of the neighborhood’s outdated public facilities and underused publicly owned land.
- **Vibrant Connections:** Southwest will feature vibrant connections that support an active community and attractive environment, accommodate multiple transportation modes, increase mobility within the community, and provide ease of access to adjacent neighborhoods and the waterfront.

#### ***B.1.5. The Opportunity for Redevelopment***

The Site, situated three blocks away from the Waterfront Metro station, is located in the rapidly growing Southwest quadrant of Washington, DC. The Southwest quadrant has experienced significant investment in the past decade – specifically, there has been a rapid increase in residential and mixed-use development. There is a substantial pipeline of development in close proximity to the Site – the District’s Southwest Neighborhood Plan (Appendix II.) expects that the number of residents will grow from 12,000 in 2013 to 15,000 in 2023. The Wharf, a 3.2 million square foot development being developed along the waterfront and in close proximity to the Site, will create a new retail and entertainment destination in the surrounding neighborhood. In addition to the Wharf, the Nationals Ballpark and the Yards have contributed to the changing landscape of the

Anacostia Waterfront, adding millions of square feet of high-quality residential, retail, and office space. These investments in the area surrounding Greenleaf signal that there is a prime opportunity to create a mixed-income residential development on the Site.

## **B.2 REDEVELOPMENT OVERVIEW**

This section is meant to communicate relevant project information so Respondents have a complete understanding of this opportunity. The subsequent RFP will contain more detailed information expanding upon information provided in the below subsections. Qualified Respondents invited to respond to the RFP will be expected to expand upon their understanding of, and approach to the below subsections.

### **B.2.1. *Development Objectives***

DCHA anticipates that the Site will be developed consistent with the objectives listed below, which were developed through the prior master planning process, described above, and are the product of resident and stakeholder feedback. Preference will be placed on proposals that accomplish the overall development objectives, which include:

- ***Replace Affordable Housing:*** The full redevelopment of Greenleaf will include at least 493 dedicated affordable units to fully replace the existing 493 units at the same level of affordability.
- ***Minimize Moves:*** Construction of the new development will minimize the number of moves existing residents must make. Redevelopment of the site will allow residents to move from their current unit straight to the new replacement unit, to the greatest extent feasible.
- ***Zero Displacement:*** To the greatest extent feasible, using strategies of both a build-first strategy and ensuring that units are appropriately sized for current residents' needs, redevelopment of the Site will enable all existing residents to stay in Southwest throughout the development process.
- ***Mixed-Income:*** The new development will be a mix of affordable and market-rate units, with a one-for-one replacement of existing affordable units, new market rate units, and, as possible, the inclusion of workforce housing.
- ***Improve Public Safety:*** Through careful design and redevelopment, the new development will increase public safety in the surrounding community by increasing activity on streets and in public spaces.
- ***Neighborhood Integration:*** The new development will create a diverse Greenleaf community that is incorporated into the surrounding neighborhood, strengthens the economic vitality of the area and supports the functions of daily life including education, recreation, retail and community facilities.

- ***Support Development of Human Capital:*** This redevelopment project will incorporate a human services delivery system to help meet the needs of the residents of the new community and the surrounding neighborhood, including training and employment opportunities as well as community and supportive service programs for public housing residents. DCHA will be responsible for the human services delivery system but the Co-Developer is expected to maximize job opportunities through a robust Section 3 program and to incorporate the supportive services programs into the long term operations of the new community, together with securing any necessary funding commitments for such services.

#### B.2.2. ***Phased Development Approach***

The Site will be developed in phases in order to achieve the goal of build-first, as described in Section B.2.1 above. The first phase of development will encompass offsite construction or an alternate solution to house Greenleaf residents within the neighborhood and construct the first component of redevelopment onsite. DCHA has been in active communication with property owners of potential build-first sites in close proximity to, but not within, the bounds of the Site. The selected Team will assist DCHA in finalizing these negotiations and securing a site. Respondents are encouraged to specifically address the opportunities and challenges presented in the first phase of the Greenleaf Redevelopment, including strategies for successfully executing build-first, to the greatest extent feasible.

#### B.2.3. ***Public-Private Partnership***

DCHA intends to participate as Co-Developer and as Property Manager for the development. DCHA's roles and responsibilities in the implementation and execution of the redevelopment will include:

- ***Land Owner:*** Dependent upon which scenario is deemed most advantageous to DCHA, DCHA will lease or sell parcels to the Team member firm who will be responsible for developing the physical improvements. DCHA may also serve as a co-developer and receive a portion of development fees for its work, and may also have an equity position in various components of the development.
- ***Provider of Funds:*** DCHA may provide financial resources other than an annual operating subsidy, such as public housing replacement housing factor funds and/or HCVP project-based housing subsidies to ensure affordability of the proposed housing development. Respondents should assume minimal reliance on the availability of DCHA funds other than public housing annual operating housing subsidies. If DCHA determines, in its sole discretion, that capital funds or some other type of subsidy will be made available, DCHA will address funding availability within the appropriate agreement.

- ***Provider of Operating Subsidies:*** DCHA will contribute a portion of its federal operating subsidy toward the cost of operating the public housing units. DCHA is prepared to pass through a maximum of 90% of its annual operating subsidy per unit, retaining 10% for its monitoring and asset management functions. The provision of the operating subsidies will be contained in a Regulatory and Operating Agreement, the terms of which will be negotiated between DCHA and the selected Co-Developer and approved by HUD. Use of public housing funds for development and operations comes with federal restrictions. Units developed with public housing funds must serve as public housing for a minimum of 40 years. Units receiving operating subsidy must be operated as public housing for ten (10) years after cessation of the subsidy. The Co-Developer is responsible for knowing the restrictions that will apply and understanding how they may affect the project. DCHA may also provide Section 8 Project Based Vouchers to the owner of the development.
- ***Planning:*** DCHA will act as the lead agency to prepare and submit any funding application in response to a federal NOFA and will submit the Redevelopment Plan to HUD for approval. ***Implementation:*** DCHA will submit a Demolition Plan and Disposition Plan to HUD for approval.
- ***Admissions:*** All existing Greenleaf residents will have the right to return to the developed properties if they are in compliance with DCHA’s current lease and criteria in DCHA’s Admissions and Continued Occupancy Policy (ACOP). No additional screening criteria will be imposed. Once the public housing units have been offered to former Greenleaf residents, any remaining such units and those public housing units on turnover must be offered to applicants on DCHA’s public housing waiting list.
- ***Asset Manager:*** DCHA will continue to have asset management responsibilities related to the public housing units as well as all other units in which DCHA or its affiliates have an ownership interest. DCHA will monitor and enforce the terms of its lease(s) and the Regulatory and Operating Agreements with the Co-Developer. It will require that all housing units be managed in accordance with applicable local, state and federal requirements.
- ***Monitor Co-Developer Compliance with Hiring Opportunities:*** DCHA will monitor the Co-Developer’s plans and efforts for reaching Section 3, Minority Business Enterprises (MBE), and Women-Owned Businesses (WBE) goals and objectives. Section 3 requirements include not only resident employment but also contracting with Section 3 business entities.

DCHA is committed to providing excellent customer service to residents and has the internal capacity to manage and maintain conventional units, staff will be trained and expected to obtain the knowledge necessary to manage and maintain LIHTC units: therefore, DCHA shall maintain both management and maintenance control of the project through a contract

with the ownership entity. The ownership entity shall have reasonable discretion as to oversight of DCHA's management and maintenance.

DCHA and its private partners have previously worked together to create mixed-use, mixed-income communities and improve the lives of District residents. DCHA is a proven leader in the use of public-private partnerships to successfully develop, manage, and operate real estate with an affordable housing component. DCHA believes that the key to successful public-private developments is the creation of market-rate housing with an affordable component inside the structure, based on a mixed-finance model that allows HUD redevelopment funds to leverage private funds.

#### **B.2.4. *Co-Development Agreement***

The selected co-developer and DCHA will enter into a development agreement that will set forth:

- The relationship between DCHA, its designated subsidiary and the co-developer;
- The roles, responsibilities, and obligations of each party in the implementation of, at a minimum, the first phase of redevelopment of the Site;
- The schedule and budget for, at a minimum, the first phase of redevelopment; and
- The negotiated terms for redevelopment.

The legal structure for redevelopment of each phase of the project may include the creation of limited partnerships and other ownership structures that may include DCHA as a member of one or more of the entities.

### **B.3 QUALIFICATIONS**

Respondents must meet the minimum criteria in this RFQ. By submitting a response to this request, you agree that your Team has adequate resources, capacity, and capability to complete redevelopment of the site based on past performance and given Respondent's current projects or pipeline of projects. Respondents should demonstrate evidence of a full-service team with the submission of resumes and firm information for the developer and all Team members. Respondent Teams should offer experience and expertise that exhibit:

- A strong track record serving as lead developer in the planning and execution of mixed-income development;
- 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 carry forward 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, with attractive and creative planning and design;
- 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, as well as familiarity with federal and local affordable housing programs and the local agencies that administer these programs (including public housing, LIHTC, NMTC, and Tax Exempt Bonds); and
- Experience working with HUD mixed-finance programs.

#### **B.4 PROJECT TEAM**

DCHA will use this RFQ and the subsequent process described in this RFQ to select a Co-Developer. The Co-Development Team will be led by a real estate development firm. In responding to this RFQ, candidate firms will likely wish to work with additional firms that provide services in complementary disciplines and to retain those firms as Team members. The Co-Developer will hold the contracts of Team member firms.

The successful Team must demonstrate the requisite experience, expertise, and understanding of the issues and challenges facing the project in order to realize the goals articulated by DCHA for the redevelopment of the Site. In all likelihood, a number of disciplines will be required to meet that objective. In addition to development services, the following service areas may warrant inclusion:

- Planning, Architectural Design, and Engineering
- Construction Management/General Contracting
- Legal Expertise
- Community Engagement

RFQ responses should demonstrate the Team's capacity to undertake all aspects of the project. More detail on the required information for each proposed Team member can be found in the following section. If the Respondent is invited to submit a response to the RFP and there are changes to members of the Team, the Respondent must provide an



explanation for the change and a replacement that meets or exceeds the qualifications of the original Team member.

## **B.5 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 Respondent Team’s 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.
- **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.

## **B.6 PREDEVELOPMENT COSTS AND DEVELOPMENT COSTS**

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

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 and to execute related customary documents with the District, and will be required to comply with all applicable District laws.

## **SECTION C: INSTRUCTIONS, CONDITIONS AND NOTICE TO RESPONDENTS**

### **C.1 GENERAL**

The sections below outline the submission requirements, format and content of proposals submitted for this RFQ.

## C.2 SUBMISSION OF PROPOSALS/INQUIRIES

All inquiries regarding this RFQ, and any correspondence relating thereto, shall be submitted in writing to the Contracting Officer at the following:

District of Columbia Housing Authority  
Office of Administrative Services-Contracts and Procurement  
1133 North Capitol Street, NE, Suite 300  
Attention: Cheryl Moore, Contracting Officer

**Inquires may be emailed to the Contracting Officer at [chmoore@dchousing.org](mailto:chmoore@dchousing.org) with a copy to [business@dchousing.org](mailto:business@dchousing.org) and shall include DCHA RFQ 0006-2018 Greenleaf Housing Community Co-Developer Questions in the subject line.**

**Inquiries and or questions concerning this RFQ must be submitted in writing to the Issuing Office no later than Tuesday, January 16, 2018 by 2:00 PM EDT.** Please copy all inquiries sent to the Contracting Officer to the Contract Specialist responsible for this RFP, Lolita Washington by email at [lwashing@dchousing.org](mailto:lwashing@dchousing.org) with a copy to [business@dchousing.org](mailto:business@dchousing.org). Answers to questions will be provided to all Respondents being solicited, giving regard to the proper protection of proprietary information. Responses will post by addendum to the DCHA website [www.dchousing.org](http://www.dchousing.org) under the “Doing Business with DCHA”.

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

## C.3 SITE VISIT- (*Reserved*)

## C.4 PRE-PROPOSAL CONFERENCE

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

**Tuesday, January 9, 2018  
11:00 a.m.  
DCHA Headquarters located at  
1133 North Capitol Street, NE Washington DC 20002,  
2nd Floor, Board Room**

## C.5 SUBMISSION DATE

**All proposals must be received not later than 2:00 PM EDT on Thursday, February 1, 2018.** Proposals shall be submitted in sealed packaging marked "**RFQ 0006-2018 "Greenleaf Housing Community Co-Developer"**" and addressed to:

District of Columbia Housing Authority  
Office of Administrative Services, Contracts and Procurement  
Suite 300  
1133 North Capitol Street, N.E.,  
Washington, D.C. 20002-7599  
Attention: Cheryl Moore, Contracting Officer.

**Electronic submission of Proposals will not be accepted for this procurement.**

## C.6 CONTENT OF PROPOSALS

All proposals submitted for consideration will be reviewed by DCHA, with the Respondents receiving the highest ratings, 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 will be included in the competitive range, and eligible to respond to the RFP.

Please note that the proposal shall not exceed a maximum of fifty (50) pages, excluding supporting materials. Respondents shall submit one (1) original and ten (10) copies prepared in such a format and detail as to enable DCHA to make a thorough evaluation thereof and to arrive at a sound determination as to whether or not the Respondent can meet the requirements set forth in this RFQ. **Proposals shall not contain any pricing information.**

### C.6.1 *Proposal Format*

The instructions below provide guidance for the preparation and submission of responses. The purpose is to establish the requirements, format, and content of responses so that responses are complete, contain all essential information, and can easily be evaluated.

All responses must meet the following format requirements:

- Responses must be prepared on 8 ½" x 11" letter-size paper, bound length-wise, with tabs to separate sections.
- RFQ responses shall be limited to no more than fifty (50) pages in total (25 double-side printed pages), excluding exhibits, required forms, the Table of Contents, tab dividers, and the front Title Page.

- Responses shall be paginated, labeled, include and ordered as described in Exhibit 1: Response Checklist.
- RFQ responses shall be marked DCHA RFQ 0006-2018 Greenleaf on the Title Page of the RFQ.

### C.6.2 *Proposal Content*

To be considered, Respondents shall provide detailed information about the requirements of each part is listed below. At a minimum, these sections shall contain the following information submitted in the following order by the deadline identified in Section C5.

- I. Title Page:** The title page must include the name of the developer, the names of other Team member firms, Solicitation Number and Title, and a point and means of contact for the Co-Developer.
- II. Table of Contents:** The table of contents should be a comprehensive listing and location of all pages, exhibits, and other materials.
- III. Introductory Letter and Statement of Interest:** Respondents should include an introductory letter describing the Team's understanding of the project; reasons for interest in pursuing this project; and a summary of qualifications of the Team.
- IV. Organization of Team:** Respondents should include an organizational chart showing all Team member firms. Each Team member firm should include a short firm profile.
- V. Staff Experience:** Respondents should identify the proposed project manager and key Team members from all Team member firms. Include a short bio and resume for all staff members assigned to this project and highlight proposed roles and responsibilities of each staff member.
- VI. Project Experience**
  - a. Respondents should include **five (5)** detailed project descriptions that demonstrate the successful provision of services that are similar in nature to the services requested in this RFQ. Projects should be substantially completed or completed within the last ten years. Respondents should include detailed descriptions of the selected projects. Project descriptions should demonstrate expertise and success in:
    - Development of mixed-income housing, including low-income and market-rate housing. Of particular interest are experiences with public housing redevelopment under mixed-finance programs. Include any experience planning and implementing homeownership programs, including affordable and market-rate units. Describe any programs utilized to assist low-income purchasers. Include any experience in the planning,

attraction, and development of retail and commercial development as part of a mixed-use, mixed-income development.

- Developing site plans and designs of mixed-income housing. Of particular interest are experiences working with residents, neighborhood and community interests, and local public agencies to achieve locally determined goals. Include experience in sustainability and green building standards.
- Financing mixed-income developments. Include experience using varied financing instruments including LIHTC, NMTC, bond financing, first and soft-second mortgage financing, etc. Any experience using the LIHTC program should outline the equity raised and number of units built by the project. Provide a detailed description of the Team's recent experience in obtaining private financing.

For each project, Project Experience Form (Exhibit 2) located in Section G must be filled out completely. The form requires the following information:

- Name and location of project;
  - Financial description of the project, including first mortgage, equity, private contributions, federal grants, and local contributions;
  - Unit type and unit mix summary, including characteristics like single-family housing, multifamily housing, public housing rental, and for sale units;
  - Income mix of the residential units;
  - Total number of dwelling units;
  - Total square footage of commercial/non-residential-use property, if applicable;
  - Total development cost;
  - Date completed or anticipated completion date;
  - Development partner or joint venture party, if applicable; and
  - Sponsoring agency, if applicable.
- b. Outside of project descriptions, Respondents should expand on Team-wide experience and expertise in:
- Utilizing M/WBE and CBE firms and complying with HUD Section 3;
  - Managing complex residential, mixed-income construction projects in a timely manner and within budgetary constraints;

- District of Columbia knowledge and experience, particularly in local building codes, regulations, zoning and laws, and sources of funding and financing for low-income or mixed-income developments;
- Partnering with neighborhood groups and residents;
- Incorporating supportive and community service components into redevelopment projects;
- Legal experience structuring and negotiating complex real estate projects including bond finance and HUD grants or guarantees; and
- Preparing HUD proposals.

**VII. Required Technical and Financial Information:** In order to fully evaluate Respondents, DCHA requires that all submissions include the following items:

- a. ***Financial Statement:*** Provide a current financial statement of the development entity, prepared by a Certified Public Accountant, along with the most recent audit (include as an exhibit). The statement should show assets, liabilities, and net worth of the entity.
- b. ***Project Status List:*** Submit a summary of the operating status and financing terms (i.e. positive cash flow, adequate operating and replacement reserve levels, and physical condition) of all the projects identified in the Project Experience section above. For those that are not performing successfully, explain the circumstances for non-performance.
- c. ***Construction Management List:*** Provide a list of construction sites currently under management or managed within the last five years by the Respondent. Include the period of management; type of construction; management methods used; whether the project was completed on time and within budget and, if not, an explanation of the causes of delay or cost overrun; number and description of change orders; and an explanation of any defaults occurring on the project and whether the Respondent had any financial interest in the defaulted project.
- d. ***Current or Threatened Litigation:*** Provide a statement regarding any current 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 the Team. If such litigation exists, provide the name and civil or criminal action number of such litigation and a description of the subject matter of such litigation.

**VIII. References:** Provide a list of at least three (3) but no more than six (6) past or current partners for projects where the proposed Team has demonstrated capacity in all or some of the areas and programs within the Project Experience section. The list should include the name and location of the project; the role of the Developer or Team member firm in the project and the name, email address, and telephone number of the person most familiar with the work performed.

**IX. Certifications/Attachments:**

*(Documentation is Supplemental Information and not included in the page limit)*  
Attachment can be downloaded from Section G. Attach the following completed certification forms:

- Attachment A, General Conditions for Non-Construction Contracts Section I
- Attachment B, Tax Certification Affidavit
- Attachment C, Non-Collusive Affidavit
- Attachment D, Certificate of Eligibility
- Attachment E, Contract Compliance Requirements
- Attachment F, Payments to Subcontractors and Suppliers Certificate
- Attachment G, Representations, Certifications of Offerors (Non Construction)
- Attachment H, Statements of Bidders Qualifications
- Attachment I, Section 3 Contract Compliance Agreements
- Attachment J, Conflict of Interest Certification
- Attachment K, List of Certified Minority Woman-Owned Banks
- Attachment L, Benchmark Standards and Menu of Expanded Options for Compliance with DCHA's Section 3 Program
- Attachment M, HUD 5369 Instructions to Offerors Non-Construction

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

**C.6.3 Public Presentation of RFQ Responses**

Respondents to this RFQ determined to be within the competitive range for award will be required to participate in a public meeting with Greenleaf residents and stakeholders. Meetings will be scheduled after February 1, 2018.

Additional information and detail will be provided by addendum and posted to the DCHA website [www.dchousing.org](http://www.dchousing.org). Prospective Respondents are encouraged to visit the website regularly, in advance of the presentation date and throughout the solicitation period to keep informed of solicitation updates.

**C.7 CONFLICT OF INTEREST**

In submitting a proposal, the Respondent affirms that to the best of its knowledge, there exists no actual or potential conflict between the Respondent's business and financial

interests and any commissioner, officer, employee, or agent of DCHA or DCHA's affiliates or instrumentalities. To the extent that a potential conflict exists, this must be disclosed in the proposal.

**C.8 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 RFQ. Upon the completion of the review process, the Evaluation Panel will submit its recommendation(s) of Respondents that are deemed the most overall technically qualified to the DCHA Executive Director.

**C.9 MANNER OF AWARDS**

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

**C.10 RETENTION**

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

**C.11 FAILURE TO SUBMIT RESPONSE**

Recipients of this solicitation not responding with a proposal should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or email, whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, of the reason(s) for not submitting a proposal in response to this solicitation. If a recipient does not submit a proposal and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list for one (1) year after the closing date of this solicitation.

**C.12 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal to this solicitation are not desired and may be construed as an indication of the Respondent's lack of cost consciousness. Elaborate artwork, expensive paper bindings, and expensive visual and other presentation aides are neither necessary nor desired. No credit will be given for general marketing or promotional materials.



### **C.13 PROPRIETARY OR CONFIDENTIAL INFORMATION**

A Respondent including proprietary or confidential information in its proposal shall conspicuously mark each page as proprietary or confidential if the Respondent does not want the proprietary or confidential information disclosed to the public or used by DCHA for other than evaluation purposes. DCHA reserves the right to determine the proprietary or confidential nature of the information and shall treat such information accordingly, based on its sole determination.

### **C.14 LATE PROPOSALS, MODIFICATIONS AND WITHDRAWAL OF PROPOSALS**

- a) Proposals and modifications to proposals that are received in the designated DCHA office after the exact time specified in the RFQ are “late” and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
1. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of proposal;
  2. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the RFQ was caused by mishandling by the DCHA after receipt; or
  3. The proposal is the only proposal received.
- b) The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent, either by registered or certified mail, shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification, or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the Respondent can furnish evidence from the postal authority of timely mailing.
- c) Any request for withdrawal or request for modification received after the time and date set for submission of 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.

**C.15 FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF RESPONDENT**

The Respondent must demonstrate to the satisfaction of the Contracting Officer, its capability to perform fully the contract requirements in all respects. Therefore, the Respondent shall furnish any reasonable information requested by the Contracting Officer in order to determine its ability to perform.

**C.16 SIGNING OF PROPOSALS**

The Respondent shall sign and print or type its name on the proposal. The signing of the proposal shall deem all information contained therein as true and accurate. Any false or misleading information contained in the proposal may be grounds for disqualification, if determined prior to selection of award, or termination, if discovered after award. Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of the agent’s authority to bind the Respondent, unless that evidence has been previously furnished to the Contracting Officer.

Proposals by a partnership must be signed with the partnership name, by or on behalf of a partner or by an authorized representative, including designation of the person signing, if applicable. Proposals by a limited liability company shall be signed by a member or on behalf of a member or manager of the company, including the designation of the person signing, if applicable. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the President or Vice President and attested to by the Secretary of the Corporation or other persons authorized to bind the Corporation and the Corporate Seal affixed thereto. If the proposal is signed by other than the President or Vice President, evidence of authority to so sign must be furnished in the form of an extract of minutes of a meeting of the Board of Directors or extract of by-laws certified by the Corporate Secretary with Corporate Seal affixed thereto.

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

**C.17 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, D.C. Code §2-531 *et seq.* (FOIA), provides for the disclosure of public information upon request. Specifically, the law provides that “any person has the right to inspect, and, at his or her discretion, to copy any public record of a public body except as expressly exempted by the Act.” Further, a “public record” has been defined by the District of Columbia Public Records Management Act of 1985 as “any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District.” D.C. Code §2-1701(13). Thus, public information submitted in response to this solicitation may be subject to public disclosure in response to a request made under the FOIA.

**C.18 PROPOSAL GUARANTEE AND ACCEPTANCE PERIOD**

Proposals must be accompanied by a written guarantee that the Respondent will keep its initial offer open for at least ninety (90) days and that, if a best and final offer is made, it will keep its best and final offer open for a period of at least sixty (60) days thereafter; and upon acceptance by DCHA of a best and final offer, that it will execute the contract and meet other requirements within the times specified in the solicitation.

**C.19 ACKNOWLEDGMENT OF ADDENDA/AMENDMENTS**

Respondents shall acknowledge in their proposals, receipt of addenda or amendment(s) to this solicitation by signing the document on the acknowledgment line of the addenda or amendment. Respondent’s failure to acknowledge an addenda or amendment may deem the Respondents proposal nonresponsive and may result in rejection of the offer.

**SECTION D - CONTRACT TERMS**

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

**D.1 INSURANCE**

The successful Respondent at its expense shall obtain the minimum insurance coverage set forth below and keep such insurance in force throughout the contract period. All insurance provided by the Respondent in this section shall set forth DCHA as an additional insured, loss payee, and certificate holder (**as applicable**).

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The Respondent shall carry and pay for:

| <b>MINIMUM INSURANCE REQUIREMENTS</b>   |
|---|
| <b>BASIC COVERAGE</b>   |
| <p><b>Commercial General Liability (GL):</b><br/>           Per Occurrence: \$5,000,000<br/>           Aggregate: \$10,000,000<br/>           Products and Completed Operations: \$2,000,000<br/>           Personal/Advertising Injury: \$1,000,000</p>  |
| <p><b>Automobile Liability:</b> \$1,000,000 per occurrence</p>  |
| <p><b>Workers' Compensation:</b> The contractor should contact their insurer for the appropriate liability limit.</p>   |
| <p><b>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:<br/>           Each Accident: \$500,000<br/>           Employee Disease: \$500,000<br/>           Disease-Policy Limit: \$500,000</p> |
| <b>ADDITIONAL COVERAGE</b>  |
| <b>(Requirements to be determined depending on the contract.)</b>   |
| <p><b>Umbrella or Excess Liability:</b><br/>           \$10,000,000</p>   |
| <p><b>Employment Practices Liability:</b><br/>           Per Occurrence: \$2,000,000<br/>           Aggregate: \$4,000,000</p>  |
| <p><b>Professional Liability:</b><br/>           Per Occurrence: \$5,000,000<br/>           Aggregate: \$10,000,000</p>   |

With respect to policies described above, these policies must:

- (a) Be in place before the execution of the contract, as in-force insurance is a condition precedent;
- (b) Contractor shall provide DCHA with Certificate of Insurance **annually** as evidence of the limits of coverage described above;

- (c) In the event the Respondent's insurance expires during the term of the contract, Contractor 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; and
- (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 this contract, the Contractor will promptly notify the DCHA Contracting Officer's Technical Assistance Representative (COTR) and Karl Jones, Manager of the DCHA Office of Risk Management (ORM) at 202-535-1883. In addition, the Contractor 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.

## **D.2 INDEMNIFICATION**

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

## **D.3 AFFIRMATIVE ACTION PROGRAM**

Respondent shall submit two (2) copies of an Affirmative Action Plan (AAP) and Goals and Timetables (G&T) "Compliance with Equal Opportunity Obligations in contracts" and the Office of Human Rights Regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts" promulgated August 15, 1986.

#### **D.4 SECTION 3 REQUIREMENTS- (*MANDATORY for all Contracts*)**

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

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

Contractors and subcontractors will:

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

**The Contractor must provide an "Action Plan for Section 3 Commitment" and an "Estimated Project Workforce Breakdown" along with their bid proposal to be considered for contract award.** These documents should include a brief narrative description of the contract, and training and/or job opportunities for Section 3 participants as a part of this contract. The details of this plan should include the number of Section 3 participants to be hired, a list of tasks, description of skills associated to those tasks, the estimated total hours of those tasks under this contract, and a description of the methods

to be used to achieve the respective Section 3 Commitment. A template of the Action Plan for Section 3 Commitment and a copy of the Estimated Project Workforce Breakdown have been enclosed with this 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 L- Benchmark Standards & Menu of Expanded Options for Compliance with DCHA’s Section 3 Program*

**Non-Compliance Procedures**

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

Upon request, the Contractor determined to be non-compliant shall meet with DCHA within three (3) working days of written notice in order to determine a method of correcting the deficiencies and determining the time period within which 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 via phone at 202.535.1517 and via email to [hkoerner@dchousing.org](mailto:hkoerner@dchousing.org) for additional information or assistance with the completion of your Section 3 Action Plan.

## **D.5 EMPLOYEE DISHONESTY INSURANCE**

Upon contract award, 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.



**D.6 RESPONDENT’S KEY PERSONNEL**

The key personnel specified in the Respondent’s proposal are considered to be essential to the work being performed under the contract. Prior to diverting any of the key personnel for any reason(s), the Respondent shall notify the Contracting Officer and COTR in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract.

**D.7 CONSENT TO SUBCONTRACT**

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

**D.8 CANCELLATION**

DCHA reserves the right to cancel this RFQ, or to reject, in whole or in part, any and all proposals received in response to this RFQ, 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 RFQ, shall be at the sole and absolute discretion of DCHA.

**D.9 PROTEST**

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, as defined below, in all instances, must pursue a remedy through the established administrative procedures of DCHA prior to pursuing a protest with the Federal agency, defined below. Guidelines and procedures that must be followed are presented herein.

**DEFINITIONS**

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

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

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

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

## **PROCEDURES**

1. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days of contract award by the Contracting Officer on behalf of DCHA, or the protest will not be considered, unless a different time period has been established, if applicable. In such cases, the time-period set forth in the solicitation and/or contract prevails. The complaint must be in writing, and at a minimum must identify the name, address and phone number of the Protestor; Solicitation number and project title; a detailed statement of the basis for the protest; supporting evidence or documents to substantiate any arguments; form of relief requested.
2. The Contracting Officer may suspend the procurement pending resolution of the protest, if warranted by the facts presented.
3. The Contracting Officer shall issue a written decision to the Protestor within ninety (90) days of its receipt by certified mail with return receipt requested. The written decision shall state a description of the claim; a reference to the pertinent clause; a statement of the factual areas of agreement or disagreement; a statement of the Contracting Officer's decision with supporting rationale; and a statement referencing appeal rights.
4. The Contracting Officer's Final Decision may be appealed to the DCHA Executive Director through the Office of the General Counsel. Such request must be in writing and made within ten (10) calendar days of receipt of the Contracting Officer's decision.
5. The DCHA Executive Director's decision may be appealed to the District of Columbia Board of Contract Appeals (CAB) or other court of competent jurisdiction

as determined and agreed to by the Parties. The appeal must be filed within thirty (30) days of receipt of the decision rendered by the DCHA Executive Director, or other time period required by the selected court of competent jurisdiction, as applicable.

6. The DCHA Board or Commissioners has no jurisdiction over Bid Protests..
7. All protests, except those directed to CAB, shall be addressed to the administrative offices of DCHA. The address of the administrative offices of DCHA is as follows:
  - District of Columbia Housing Authority
  - Office of Administrative Services
  - Contracts and Procurement
  - 1133 North Capitol Street, N.E. Suite 300
  - Washington, D.C. 20002-7599
  - Attn: Contracting Officer

**D.10 BEST AND FINAL OFFERS- (*Reserved*)**

**D.11 DAVIS BACON REQUIREMENTS**

Wages under DCHA’s construction agreements must be paid in accordance with a wage determination issued pursuant to the Davis-Bacon Act by the United States Department of Labor or by HUD.

D.11.1 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 Contractor and each subcontractor.

D.11.2 DCHA shall 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.

D.11.3 Contractor shall execute a written affirmation of its compliance with all Davis-Bacon compliance matters.

D.11.4 Contractor shall submit periodic reports to DCHA’s Contracting Officer detailing all Davis-Bacon compliance matters.

D.11.5 DCHA may conduct periodic site visits and meetings with Contractor to ensure compliance.

D.11.6 Contractor shall ensure that all subcontractors are fully compliant with Davis-Bacon wage requirements. Contractor shall incorporate this requirement in all subcontractor agreements and ensure compliance

**D.12 MCNAMARA - O'HARA SERVICE CONTRACT ACT**

Respondent 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.

**D.13 SELECTION NON-BINDING**

The selection by DCHA of a Team to be included in the competitive range and the opportunity to respond the RFP 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 RFQ.

**SECTION E- EVALUATION CRITERIA**

**E.1 EVALUATION OF PROPOSALS**

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

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

The evaluation factors and the comparative scoring of the factors shown in E.3 below will be used to determine which Respondents fall within the competitive range and the recommendation made to the Executive Director.

**E.2 RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS- *(Reserved)***

**E. 3 EVALUATION FACTORS AND SELECTION CRITERIA**

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

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

The following evaluation factors will be used in determining the competitive range *with a total possible score of 205 points*.

Respondents to this RFQ are requested to provide a proposal that addresses the criteria outlined above. The evaluation criteria used in reviewing and ranking submittals is as follows:

|  |                  |
|--|------------------|
| <p><b>Developer Personnel:</b> The Respondent will be evaluated based on information in the response that demonstrates personnel employed by the developer have the qualifications and experience to plan, finance, implement, and operate a redevelopment as described in this RFQ. Particular weight will be given to the team lead's experience and qualifications.</p>                                 | <p><b>40</b></p> |
| <p><b>Team Member Personnel:</b> The Respondent will be evaluated based on information in the response that demonstrates personnel employed by any Team members have the qualifications and experience to carry out any tasks assigned to them by the developer. In the event that a developer responds to this RFQ without additional team members, the developers experience will be worth 25 points</p> | <p><b>20</b></p> |
| <p><b>Experience in Development of Mixed-Income Housing:</b> The Respondent will be evaluated based on information in the response which demonstrates experience in successful development of mixed-income housing and successful implementation of programs or policies that assist low-income renters or homeowners</p>  | <p><b>35</b></p> |
| <p><b>Experience in Site Plans and Design of Mixed-Income Housing:</b> The Respondent will be evaluated based on information in the response which demonstrates experience in successful planning and site design for mixed-income housing particularly experience that incorporates community, stakeholder and resident feedback.</p>   | <p><b>25</b></p> |

|   |                  |
|---|------------------|
| <p><b>Experience in Financing Mixed-Income Housing:</b> the Respondent will be evaluated based on information in this response that demonstrates experience in successful financing of mixed-income developments, particularly experience in utilizing a mixed-finance approach that incorporated both public and private sources.</p>  | <p><b>25</b></p> |
| <p><b>Experience in Other Facets of Development Section C.6.2.VI.b:</b> The Respondent will be evaluated based on information in this response that demonstrates experience in other facets of mixed-income development not explicitly required as part of the Respondents five project descriptions.</p>   | <p><b>25</b></p> |
| <p><b>Financial Position:</b> The Respondent will be evaluated based on information in this response that demonstrates the financial capacity and resources to support the planning, financing, implementation and operation of a redevelopment as described in this RFQ.</p>   | <p><b>20</b></p> |
| <p><b>Current Obligations:</b> The Respondent will be evaluated based on information in the response that demonstrates the financial capacity and resources to execute a redevelopment plan that will not adversely impact the Respondent's current or impending projects. A narrative describing the contractual obligations of the developer for the estimated length of the project (10 years) should be included in the Project Status subsection in the Required Technical and Financial Information in Section C.6.2.VII.</p> | <p><b>15</b></p> |

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

**205.0 POINTS**

**SECTION F: TIMELINE**

**F.1 RFQ TIMELINE**

The timeline for RFQ solicitation process is as follows:

|   |                       |
|---|-----------------------|
| Advertisement                               | 12/17/2017            |
| Request for Qualifications Released         | 12/18/2017            |
| Pre-Proposal Conference                     | 01/09/2018            |
| Deadline for Questions and/or Comments      | 01/17/2018 at 2PM EDT |
| Proposal of Qualifications Due              | 02/01/2018 at 2PM EDT |
| Public Presentation of RFQ Responses        | 02/7/2018             |
| Shortlist Respondents Notified/RFP Released | 02/28/2018            |

Following the completion of the evaluation of Respondents' proposals to the RFQ, DCHA anticipates issuance of a Request for Proposals to those Respondents deemed most qualified.

**(\*\*) DATES IDENTIFIED ABOVE ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE DISTRICT OF COLUMBIA HOUSING AUTHORITY.**  
*ALL PROPOSALS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY 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 PROPOSAL THAT ARE DETERMINED NOT TO BE IN DCHA'S BEST INTEREST. IN ADDITION, DCHA RESERVES THE RIGHT TO WAIVE ANY MINOR INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES DCHA'S BEST INTEREST IN DOING SO.*

## **SECTION G – EXHIBIT/ATTACHMENT/APPENDICES**

### **G.1 EXHIBITS**

[Exhibit 1-](#) Response Checklist  
[Exhibit 2-](#) Project Experience Form-(*Complete One For Each Project, 5 Total*)

### **G.2 ATTACHMENTS**

[Attachment A-](#) HUD 5370 General Conditions for Construction/Development Contracts  
[Attachment B-](#) Tax Certification Affidavit  
[Attachment C-](#) Non-Collusive Affidavit  
[Attachment D-](#) Certificate of Eligibility  
[Attachment E-](#) Contract Compliance Requirements  
[Attachment F-](#) Payments to Subcontractors and Suppliers Certificate  
[Attachment G-](#) Representations, Certifications of Offerors (Non-Construction)  
[Attachment H-](#) Statements of Bidders Qualifications  
[Attachment I-](#) Section 3 Contract Compliance Agreements  
[Attachment J-](#) Conflict of Interest Certification  
[Attachment K-](#) List of Certified Minority Woman-Owned Banks  
[Attachment L-](#) Benchmark Standards and Menu of Expanded Options for Compliance with DCHA's Section 3 Program  
[Attachment M-](#) HUD 5369 –B Instructions to Offerors Non-Construction

### **G.3 APPENDICES**

The previous planning documents may be of interest to Respondents and can be found in this section.

[Appendix I-](#) Greenleaf Master Plan  
[Appendix II-](#) Southwest Neighborhood Plan