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# HIGHLAND RESIDENTIAL, LP

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## SOLICITATION NO.

HRLP 0001-2018

**ISSUE DATE:** February 13, 2018    **CLOSING DATE:** March 2, 2018

**CAPTION:** Real Estate Development Financial Consulting Services

Dear Prospective Offeror:

The District of Columbia Housing Authority (DCHA) issues this written Letter Solicitation on behalf of its affiliate Highland Residential, LP (HRLP) to solicit Real Estate Development Financial 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.)(2011 Repl.) 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 units with public housing operating subsidy, 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**

Qualified consulting firms are invited to submit a proposal in response to this solicitation to provide Real Estate Development Financial Consulting Services in accordance with the specifications detailed within the Scope of Services.

## **BACKGROUND**

Highland Residential Limited Partnership (HRLP) is a District of Columbia limited partnership and an affiliate of DCHA. HRLP was established in order to undertake the financing and redevelopment of the “Highland Dwellings ” (the “Property”), located at 520 Atlantic Street, SE. HRLP acquired the Property in 2014 and has undertaken a substantial rehabilitation of the Property, which resulted in preserving 208 low income units. The site also includes two new amenities buildings, new streets and pedestrian walkway. All units were fully renovated. The construction of improvements to the Property shall be referred to as the “Project”. Project funding includes Low Income Housing Tax Credit equity, private debt, and District of Columbia Housing Production Trust Funds.

## **SCOPE OF SERVICES**

Real Estate Development Financial Consulting Services are required to assist HRLP from construction completion through stabilized occupancy and post conversion of the Project. The selected Consultant is responsible for the providing guidance on the financial compliance of the Project. Important qualities required to provide Real Estate Development Financial Consulting Services include analytical, decision-making, initiative, knowledge of affordable housing programs, real estate development finance, time-management, and writing skills. The selected Consultant has a central role in 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. Preparing funding requests to lenders and other funders;
2. Review closing documents and assist to guide staff in meeting the compliance requirements for the duration of the low income housing tax credit period;
3. Provide oversight of grants/loans to be closed out and account for fees and program income due to HRLP;
4. Assist with the hiring the auditor and monitoring their work on an annual basis;
5. Conduct and participate in meetings with staff, government officials, financiers, etc.;
6. Prepare and submit, reports and responses to lenders and, investors and inquiries from public or private entities upon request;
7. Review and update analysis of the performance of the property which includes operating budgets and pro forma; milestones and financial statements;
8. 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 property;
9. Analyze and resolve complex problems;
10. Prepare correspondence, technical, and status reports;
11. Provide assistance and advice to leverage DCHA resources and protect DCHA's and HRLP's investment;
12. Review and interpret market analysis, studies and appraisals upon request;
13. Assist in discussions with the lender and investor.

### **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 L- Benchmark Standards & Menu of Expanded Options for Compliance with DCHA's Section 3 Program***

**Non-Compliance Procedures**

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

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

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

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

### **Monitoring**

DCHA will 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 the contract shall be one (1) year base with 1-one(1) year option to renew from the date of contract execution, as deemed appropriate in the representation of HRLP; based upon the availability of funds.

## **TYPE OF CONTRACT**

HRLP intends to award a Fixed Price contract based upon the hourly rates in the accepted price proposal for services as outlined in the scope of services.

## **OPTION TO EXTEND THE TERM OF THE CONTRACT**

### 1. Option Period

HRLP may extend the term of the contract for up to one (1) year.

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

- a. HRLP 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 for the option period and any subsequent extensions shall be specified in the contract.
- c. If HRLP exercises the option to extend the contract, such contract shall be modified and executed by HRLP 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**

HRLP 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 Offerors and will be evaluated as such. Proposal should set forth full, accurate, and complete information as required by this Letter of Solicitation.

## 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 DCHA as an additional insured (as applicable). Consultants' insurance is primary over DCHA insurance policy.

Contractor shall carry and pay for:

<b>MINIMUM INSURANCE REQUIREMENTS</b>	
<b>BASIC COVERAGE</b>	
<b>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>Automobile Liability:</b> \$1,000,000 per occurrence	
<b>Workers' Compensation:</b> The contractor should contact their insurer for the appropriate liability limit.	
<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:	
Each Accident: \$500,000	
Employee Disease: \$500,000	
Disease-Policy Limit: \$500,000	
<b>ADDITIONAL COVERAGE</b>	
<b>(Requirements to be determined depending on the contract.)</b>	
<b>Umbrella or Excess Liability:</b>	
\$ 4,000,000	
<b>Employment Practices Liability:</b>	
Per Occurrence: \$2,000,000	
Aggregate: \$4,000,000	



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

- (a) Be in place before the execution of any contract awarded, as in-force insurance is a condition precedent;
- (b) Consultant shall provide HRLP annual Certificate of Insurance as evidence of the limits of coverage described above;
- (c) In the event the Consultant's insurance expires during the execution of or term of the contract, Consultant must provide HRLP with renewal certificates 30 days prior to the expiration date of the expiring coverage;
- (d) Insurance contracts shall require the insurance company to notify HRLP in the event of a substantial change in coverage during the policy term;
- (e) Be insured by A.M. Best Companies with a rating of A-VIII or higher; companies authorized to do business and in good standing in the District of Columbia, on such companies and on such conditions, and with such beneficial interest appearing thereon as shall be acceptable to the HRLP.

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

## **INDEMNIFICATION**

The Offeror shall indemnify, defend and hold harmless HUD and DCHA and HRLP, 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 Offerors liability. At its own expense, the Offeror shall obtain the necessary insurance coverage acceptable to HRLP to comply with this indemnification requirement; provide evidence of such coverage to HRLP, and such coverage shall be in place before the execution of the contract awarded and as a condition to it.

## **TASK ORDERS (*Reserved*)**

## **PAYMENT/INVOICES**

### Monthly Payment of Services:

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

### Submission of Payment Requests

- a. All payment requests must be addressed as follows and forwarded to:  
Highland Residential, LP  
Attn: Office of Capitol Programs (OCP)  
1133 North Capitol Street, NE, Suite 242  
Washington, D.C. 20002-7599  
Invoices may be emailed to: Abebe Worku [AWorku@dchousing.org](mailto:AWorku@dchousing.org)
- b. Proper invoices shall contain the following information:
  - Contract Number
  - Purchase 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 may delay payment of invoices.
- d. HRLP’s Accounts Payable Division processes checks for payment 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.** Comb, 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 DCHA 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 HRLP, 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 HRLP, cost and other factors considered.

HRLP may reject any or all proposals that are determined not to be in HRLP’s best interest. In addition, HRLP reserves the right to waive any formalities or minor irregularities, if it serves HRLP’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**

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

2. **Letter of Interest**

Provide an executive summary/introduction to include profile regarding the history and attributes of the Offeror, name of entity, address, website and telephone number; name of contact individual, telephone number, email address, and a brief description of the understanding of the Scope of Work and entities ability to perform work.

3. **Documentation to Substantiate Knowledge and Experience**

Provide up to five (5) examples of experience within the past five years that best demonstrate the respondent's expertise required to perform the scope of work outlined in this solicitation. This should include the date of the project, project scope, contract amount, client name, contract period, etc.

4. **Staffing Plan & Qualifications**

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.)*

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

Provide a copy of business License or registration to provide services in the District of Columbia. Include copies of entity Trade Affiliations and Licenses as evidence of entity's ability to complete the Scope of Services.

*(Documentation is Supplemental Information and not included in the page limit.)*

6. **References**

Not less than five (5) recent professional references from clients, which the Respondent has performed similar work as, described in the Scope of Services within the past five (5) years. Include name and address of the project; name, email and telephone number of the point of contact; a description of the work performed, dates of service, contract value and status (active or closed).

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

**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**

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 DCHA.

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 Offeror’s Company, including any history of such participation.

**9. Certifications & Affidavits**

Complete and Return the following certification forms:

[Attachment A, HUD 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, Payment to Subcontractors](#)

[Attachment G, Representation, Certification, and Other Statements of Bidders](#)

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

[Attachment I, Section 3 Contractor Compliance Agreements](#)

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

[Attachment K, DCHA Simplified Acquisitions Mandatory Clauses for Small Purchases](#)

[Attachment L, Benchmark Standards & Menu of Expanded Options for Compliance with  
DCHA’s Section 3 Program](#)

[Attachment M, Wage Determination](#)

[Exhibit 1, Fee Proposal](#)

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

**PART II: Fee Proposal**

The Consultant's Fee Schedule showing each personnel classification required by nature of the work required for the Scope of Services included within this (LOS) with fully burdened hourly rate for each classification. Respondent shall ensure that the proposed rate offered is the lowest discounted (government) rate offered to similar clients. Proposal fees quoted will be inclusive time for meeting with DCHA.

Offerors shall ensure that the Cost 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 DCHA, 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 DCHA, TECHNICAL AND COST FACTORS CONSIDERED. DCHA MAY REJECT ANY OR ALL PROPOSALS THAT ARE DETERMINED NOT TO BE IN DCHA BEST INTEREST. IN ADDITION, DCHA RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES THE DCHA'S BEST INTEREST IN DOING SO.**

**EVALUATION & 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 HRLP. 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 **207.5** points.

HRLP 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
<p><b>Knowledge and Experience</b> Based upon the five examples provided, breadth and depth of the individual(s)/entity Real Estate Development Financial Consulting Experience on projects of similar scope as described in the Scope of Services.</p> <p>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):                      (1) Specialized experience and technical competence of the firm (including a joint venture or association) 5 points                      (2) Knowledge of Development Finance Consulting processes and requirements- 5 points</p>	<p><b>50</b></p>
<p><b>Staffing Plan &amp; Qualifications</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>The above selection criteria will be based on evidence of the following evidenced criteria:                      (1) Documented Qualifications &amp; Credentials- 10 points                      (2) Experience - 15points</p>	<p><b>25</b></p>
<p><b>Past Performance</b> Past performance of the individual(s)/entity in terms of the history of quality of work, compliance with performance schedules, cost control, accuracy, and successful outcomes for previous 5 project examples.</p> <p>The above selection criteria will be based on evidence of the following evidenced criteria:                      (1) Quality of Work-5 points                      (2) Maintaining project schedules and project budgets-5 points                      (3) Cost control effectiveness- 5 points                      (4) Successful Outcomes- 5points                      (5) References- 5 points</p>	<p><b>25</b></p>
<p><b>Housing Authority and/or Similar Clients</b> Based upon the five project examples provided, documented knowledge and experience working with Housing Authority and/or similar clients.</p> <p>The above selection criteria will be based on evidence of the following evidenced criteria:                      (1) Housing Authority- 6 points                      (2) Similar Clients- 4 points</p>	<p><b>10</b></p>

<p>List entity Trade License(s), Certifications, and Affiliations as evidence of entity ability to provide services required to complete the Scope of Services.</p> <p>Provide documentation that entity is currently licensed and registered to provide Industry Services, Services in the District of Columbia/Metropolitan Area, and associated with Industry Organizations that recognize your ability to provide requested services.</p> <p>Include copy of Business License, Trade Certifications, and Insurance</p> <p>The above selection criteria will be based on evidence of the following evidenced criteria  (1) Business License- 5 points  (2) Trade Certification/ Professional Organization Affiliation- 10 points</p>	<p><b>15</b></p>
<p><b>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>Proposed fee and breakdown</b></p> <p>Respondent shall ensure that the proposed rate offered is the lowest discounted (government) rate offered to similar clients. All fees quoted will be inclusive time for meeting with DCHA.</p> <p>Fee Proposals shall be submitted in the format provided in Exhibit 1.</p>	<p><b>50</b></p>
<p><b>TOTAL MAXIMUM POINTS TECHNICAL &amp; COST</b></p>	
<p><b>195</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 BONUS POINTS**

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

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

Upon the determination of the competitive range, each 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 Offeror 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)**

DCHA 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)**

**207.5**

Each response will be ranked using the above criteria based upon the information presented in the statements, the references provided by the Contractor, DCHA’s knowledge from prior engagements, if applicable, independent background checks and other factual information available to the DCHA. Contractors are advised to provide sufficient information and references to demonstrate their approach, experience and capabilities.

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

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

HRLP 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.

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

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

## **PROTEST**

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

## **DEFINITIONS**

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

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

**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.

**Protester.** Any Offeror that responds to a solicitation that submits a 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 Offeror who files a complaint based on the content of the LOS, 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 or HRLP Authorized Representative 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 or HRLP Authorized Representative 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

## **INQUIRIES/QUESTIONS**

Inquiries or questions concerning this solicitation shall be submitted in writing to in the Issuing Office no later than February 20, 2018 by 11:00 a.m. Inquiries/questions shall be emailed to LaShawn Mizzell-McLeod at [LMMCLEOD@dchousing.org](mailto:LMMCLEOD@dchousing.org) with copy to [business@dchousing.org](mailto:business@dchousing.org).

**OFFERORS ARE INSTRUCTED SPECIFICALLY 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 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. Comb or Spiral Binding shall not be used. All Proposals in response to this Letter of Solicitation must be RECEIVED no later than Friday, March 2, 2018 by 11:00 a.m. 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: Cheryl Moore, Contracting Officer  
Letter Solicitation Number: HRLP #0001-2018  
"Real Estate Development Financial Consulting Services"

DCHA will not accept electronic submission of proposals in response to this solicitation.

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

Sincerely,



Cheryl Moore  
Contracting Officer