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**DISTRICT OF COLUMBIA HOUSING AUTHORITY**  
**CONTRACTS AND PROCUREMENT**

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**LETTER SOLICITATION NO.**

**0012-2018**

**ISSUE DATE: April 11, 2018    CLOSING DATE: April 26, 2018**

**CAPTION:**    Independent Third Party Monitoring Services  
2018 Board of Commissioners Election

Dear Prospective Offeror:

The District of Columbia Housing Authority (DCHA) issues this written Letter Solicitation on behalf of its Office of Resident Services (ORS) to solicit Independent Third Party Monitoring 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**

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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**

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DCHA requires an Third Party Monitoring Services to support the Office of Resident Services (ORS) with the 2018 Board of Commissioners Election. DCHA invites licensed, qualified, and interested Offerors to submit a proposal in response to the solicitation to provide Independent Third Party Monitoring Services.

## **BACKGROUND**

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The District of Columbia Housing Authority (DCHA) is in the process of coordinating its Board of Commissioners Elections. As per the U.S. Department of Housing and Urban Development (HUD) regulations, Board of Commissioners Elections must be conducted every three (3) years. These elections must be administered by an independent organization, which serves in the capacity of an Independent Third Party Monitor (ITPM).

## **QUALIFICATIONS**

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Respondents must have a minimum of three (3) years prior business experience providing similar services.

## **SCOPE OF SERVICES**

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An Independent Third Party Monitor (ITPM) will be hired to oversee the elections and ensure quality control. The ITPM will be responsible for the following tasks:

1. Conduct one informational meeting at every public housing development and one Citywide Informational Meeting to inform residents about eligibility requirements, important deadlines, timelines, and opportunity to serve as poll monitors (*may be performed in conjunction with monthly manager's meeting or Resident Council meeting*);
2. Establish and monitor an email account and phone line with recorded message including FAQs regarding eligibility, deadlines, etc. and an option to leave a voice message;
3. Facilitate a Candidate's Meeting to review campaign rules and regulations, finalize bio information and determine ballot order;
4. Review and approve candidate campaign materials;
5. Plan and facilitate one city-wide Candidate's Forum;
6. Recruit, train and assign public housing residents to serve as Polling Site Monitors on the day of election;
7. Monitor elections and verify voter eligibility from tenant rosters to include collecting the votes of homebound tenants who requested an accommodation;
8. Ensure that flyers/posters for Informational Meetings, Candidate Forum, Election Day are posted with sufficient notice;
9. Administer payment of stipends for Polling Site Monitors;

10. Investigate and respond to complaints or grievances regarding election procedures;
11. Tabulate and post results at each development; and,
12. Submit a final election report that certifies the election results.

### **SECTION 3 REQUIREMENTS**

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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**

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The term of the awarded contract shall be three (3) months from the date of contract execution, as deemed appropriate in the representation of DCHA; based upon the availability of funds.

## **TYPE OF CONTRACT**

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DCHA intends to award a Fixed Price Contract for services as outlined in the Scope of Services. The Offeror shall provide all specified items and services required by DCHA.

## **OPTION TO EXTEND THE TERM OF THE CONTRACT- *(RESERVED)***

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## **MANNER OF AWARD**

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DCHA 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**

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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 Contractor in this section shall set forth DCHA as an additional insured.

Contractor's insurance is primary over DCHA insurance policy.

Contractor shall carry and pay for:

MINIMUM INSURANCE REQUIREMENTS
BASIC COVERAGE
Commercial General Liability (GL):
<i>Per Occurrence: \$2,000,000</i>
<i>Aggregate: \$4,000,000</i>
Products and Completed Operations: \$2,000,000
Personal/Advertising Injury: \$2,000,000
Automobile Liability: \$1,000,000 per occurrence
Workers' Compensation: The Contractor should contact their insurer for the appropriate liability limit.
Employer's Liability: This coverage is not available to employees if Worker's Compensation applies (see 32 DC Official Code § 1504). If and when Employer's Liability insurance applies, however, the minimum requirements are as follows:
<i>Each Accident: \$500,000</i>
<i>Employee Disease: \$500,000</i>
<i>Disease-Policy Limit: \$500,000</i>
Professional Liability (Errors and Omissions)
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) Contractor shall provide DCHA annual Certificate of Insurance as evidence of the limits of coverage described above;
- (c) In the event the Contractor's insurance expires during the execution of or term of the contract, Contractor must provide DCHA with renewal certificates 30 days prior to the expiration date of the expiring coverage;
- (d) Insurance contracts shall require the insurance company to notify DCHA 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 DCHA.
- (f) This insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured under your policy.

In the event a claim arises under the contract, the Contractor will promptly notify the DCHA Contracting Officer's Technical Assistance Representative (COTR) Karl Jones, Manager of the DCHA Office of Risk Management (ORM) at [ORM@dchousing.org](mailto:ORM@dchousing.org). 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.

## **INDEMNIFICATION**

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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.

## **EMPLOYEE DISHONESTY INSURANCE**

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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.

## TASK ORDERS-(RESERVED)

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### PAYMENT/INVOICES

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The Contractor must submit invoices to DCHA at following addresses after services have been provided on a monthly basis.

DCHA 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:  
District of Columbia Housing Authority  
Attn: Office of Financial Management  
1133 North Capitol Street, NE, Suite 329  
Washington, D.C. 20002-7599  
Invoices may be emailed to: [DCHApayments@dchousing.org](mailto:DCHApayments@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. DCHA’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 CONTENT

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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.** 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 DCHA, with the Offeror receiving the highest rating based on the criteria outlined in this section to be selected as the most capable of providing the services in a manner that is most advantageous to DCHA, cost and other factors considered.

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

### **Table of Contents**

#### **1. Executive Summary/Introduction**

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.

#### **2. Management Approach**

Provide an overview of the approach Offerors intends to take in completing the Scope of Services. Offerors are encouraged to be as specific in their submission as possible to demonstrate an understanding of the objectives of the DCHA.

#### **3. Past Experience**

Provide evidence of ability to perform the work most similar to the Scope of Services; past leadership experience and, performance for clients similar to DCHA.

#### **4. Capability of Respondent**

Offerors provide their technical capability and approach to meet the core requirements in the Scope of Services. Offeror provide the most advantageous solution to providing elections as it relates to the Scope of Services.

## 5. **Staffing Plan/Personnel Qualifications**

List names, experience and responsibility of each individual who will work in the effort to complete the Scope of Services.

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

As evidence of entity and key individuals ability to provide services required to compete the Scope of Work. Offerors should list Company Trade Affiliations and provide overview/resume of Management and Key Project Staff to include licenses and certifications as evidence of entity and key individuals' ability to provide services required to complete the Scope of Services.

## 7. **References**

Not less than three (3) recent professional references from clients demonstrating that your firm has performed similar work as described in the "Scope of Services". Include name, address, telephone number, description of work performed and the date completed.

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

## 8. **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.

## 9. Minority/Woman/Certified Business Enterprise (M/WBE/CBE) Equity Plan

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

## 10. Certifications & Affidavits

Complete and Return the following certification forms:

- [Attachment A](#)- HUD 5370 General Conditions for Non-Construction Contracts Section I
- [Attachment B](#)- Tax Certification Affidavit
- [Attachment C](#)- Non-Collusive Affidavit
- [Attachment D](#)- Certificate of Eligibility
- [Attachment E](#)- Contract Compliance Requirements
- [Attachment F](#)- Payments to Subcontractors and Suppliers Certificate
- [Attachment G](#)- Representations, Certifications, and Other Statements of Bidders
- [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-  
*(Reserved)*
- [Attachment L](#)- Benchmark Standards and Menu of Expanded Options for Compliance with DCHA's Section 3 Program
- [Attachment M](#)- HUD 5369 –B Instructions to Offerors Non-Construction
- [Attachment N](#)- Wage Determination
- [Exhibit 1](#) Cost Proposal

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

## **PART II: Cost Proposal**

### **1. Cost Proposal- Exhibit 1**

Offerors shall submit a Cost Proposal to complete the Scope of Services. All fees quoted will be inclusive of time for meeting with DCHA and stakeholders to develop the metrics, pre-work necessary to complete the tasks, as well as post meetings to present findings.

The Cost Proposal shall include a breakdown showing a fully burdened hourly rate (inclusive of direct salary rates; overhead rates; general and administrative rates, if any; and profit or fee) for each personnel classification by nature of the work required to complete the Scope of Services included within this Letter of Solicitation.

Offerors shall include a Fair Price Statement that warrants that the Cost Proposal and proposed hourly rates offered are the lowest discounted (government) rate and not in excess of rates offered to similar clients.

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

**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

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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 DCHA. 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.

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

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**TECHNICAL AND COST**

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
<p><b>Management Approach</b> Provide an overview of the approach Offerors intends to take in completing the Scope of Services. Offerors are encouraged to be as specific in their submission as possible to demonstrate an understanding of the objectives of the DCHA.</p>	<b>25</b>
<p><b>Past Experience</b> Provide evidence of ability to perform the work most similar to the Scope of Services, past leadership experience and performance for clients similar to DCHA.</p>	<b>30</b>
<p><b>Capability of Respondent</b> Offerors provide their technical capability and approach to meet the core requirements in the Scope of Services. Offeror provide the most advantageous solution to providing elections as it relates to the Scope of Services.</p>	<b>45</b>
<p><b>Staffing Plan/Personnel Qualifications</b> List names, experience and responsibility of each individual who will work in the effort to complete the Scope of Services.</p>	<b>25</b>
<p><b>Documentation of Certifications, Licenses and Industry Affiliations</b> 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.</p>	<b>10</b>
<p><b>References</b> Not less than three (3) recent professional references from clients demonstrating that your firm has performed similar work as described in the "Scope of Services". Include name, address, telephone number, description of work performed and the date completed.</p>	<b>15</b>
<p><b>Section 3</b></p> <ol style="list-style-type: none"> <li>1. <i>*For non-construction contracts:</i> Proposes to have DCHA residents or program participants as interns. <i>For construction contracts:</i> Proposes to have DCHA residents or program participants as apprentices (2 pts.)</li> <li>2. Demonstrated evidence of successful past performance with the fulfillment of Section 3 Commitments. (3 pts.)</li> <li>3. Will hire DCHA residents or program participants for appropriate employment opportunities within the firm or any of its affiliated subcontractors. (4 pts.)</li> <li>4. Proposes to provide funding for training for a DCHA resident or program participant. (3 pts.)</li> <li>5. Will provide pro bono services to resident-controlled companies or residents desiring to start a company either as a for-profit or non-profit entity. (2 pts.)</li> <li>6. <b>**</b>Proposes to subcontract supportive services to Section 3 businesses. (2 pts.)</li> <li>7. <b>***</b>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.)</li> </ol>	<b>20</b>
<b>COST</b>	
<p><b>Proposed fee and breakdown</b> Hourly Rate(s) or Lowest Discounted (Government Rate)</p>	<b>25</b>
<b>TOTAL MAXIMUM POINTS TECHNICAL &amp; COST</b>	<b>195</b>



### **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**

#### **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**

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

DCHA 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.

DCHA 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 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 solicitation, 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

## **INQUIRIES/QUESTIONS**

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Inquiries or questions concerning this solicitation **shall be submitted in writing to in the Issuing Office no later than Thursday, April 19, 2018 by 11:00 a.m.** Inquiries/questions shall be emailed to LaShawn Mizzell-McLeod, Contract Specialist to [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**

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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. All **Proposals in response to this Letter of Solicitation must be RECEIVED no later than Thursday, April 26, 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: #0012-2018  
"Independent Third Party Monitoring Services 2018 Board Of Commissioner Elections"

DCHA will accept an electronic version of your proposal in PDF format. Electronic submissions shall be emailed to LaShawn Mizzell-McLeod, Contract Specialist to [LMMCLEOD@dchousing.org](mailto:LMMCLEOD@dchousing.org) with copy to [business@dchousing.org](mailto:business@dchousing.org).

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

Sincerely,



Cheryl Moore  
Contracting Officer