
PARKWAY OVERLOOK LP

LETTER SOLICITATION NO.

POLP 0002-2018

ISSUE DATE: May 15, 2018 CLOSING DATE: May 31, 2018

**CAPTION: PROJECT AND FINANCIAL
MANAGEMENT CONSULTANT SERVICES**

Dear Prospective Offeror:

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

INTRODUCTION

The District of Columbia Housing Authority (“DCHA”) is dedicated to enhancing the quality of life in the District of Columbia by providing and effectively managing affordable housing, which is diverse, well maintained, and aesthetically pleasing for those whose circumstances prevent them from competing in the general marketplace. Besides operating over 8,300 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

POLP is a District of Columbia limited partnership and an instrumentality of DCHA. Parkway Overlook LP was established in order to undertake the financing and redevelopment of the “Parkway Overlook Apartments” (the “Property”), located at 2841 Robinson Place, SE.

POLP purchased the Property in 2014 and is undertaking a substantial rehabilitation of the Property, which will result in a final unit count of 220 units. The site also includes approximately 200 parking spaces, a significant amount of green space, two tot lots, a community center, and a leasing office. All units will be fully renovated, as the property has been damaged significantly from vandalism and weather since the units were vacated. The construction of improvements to the Property shall be referred to as the “Project”. Project

funding will include Low Income Housing Tax Credit equity, private debt, and District of Columbia Housing Production Trust Funds.

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

Successful Respondents will be required to present insurance, and submit a Section 3 Employment Commitment, as described within this solicitation. Inability or failure to provide the aforementioned requirements within (7) seven days of Notice Intent to Award may result in a determination of the Offeror as nonresponsive and cancellation of the contract award.

SCOPE OF SERVICES

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

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

- 1) Manage LIHTC Delivery Schedule and Benchmarks;
- 2) Managing Solar for All Grants from the District of Columbia Department of Energy and the Environment;
- 3) Manage and develop the budget for the resident services program;
- 4) Provide Sensitivity Analysis for the provision of project amenities to insure future marketability and sustained occupancy
- 5) Manage loan and tax credit equity terms;
- 6) Forecast future solar savings and determine permissible uses for those savings;
- 7) Monitor revenue generated through the solar program savings and develop processes for assuring the revenue is retained by the project;
- 8) Provide technical assistance to the best management of the Housing Production Trust Fund Obligations;

- 9) Work with construction and design staff to meet stated project development requirements and timelines
- 10) Review, assess and recommended approvals or disapprovals for all proposed project change orders;
- 11) Assist with the management of project milestones through completion and all steps required to achieve stabilized occupancy and conversion to permanent financing;
- 12) Monitor and assure all compliance reporting to lenders, investors, third party funders and others are appropriate ensuring that all are complete and accurate;
- 13) Assess management during initial occupancy and monitor third party private manager performance;
- 14) Review and recommend a process for DCHA to perform on-going asset management post development completion and occupancy.

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 2nd option for compliance under this act is to annually enroll Section 3 individuals totaling at minimum 30% to an Apprenticeship program. Another option is to subcontract to a Section 3 business concern. In accordance with the HUD regulations, 10% of the subcontract may be awarded to section 3 business concerns for construction and 3% of the subcontract may be awarded to section 3 business concerns for non-construction contracts. A 4th option for compliance is to propose a unique program that provides internships for residents or program participants or, provides pro bono services to DCHA program participants or Section 3 businesses. Cash donations to DCHA's Section 3 Fund are presented as a "last resort option" to 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.
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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 for additional information or assistance with the completion of your Section 3 Action Plan.

TERM OF CONTRACT

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

TYPE OF CONTRACT

DCHA intends to award an indefinite Delivery/Indefinite Quantity (IDIQ) contract for services as outlined in the Scope of Services. The Offeror shall provide all specified items and services required by POLP.

DCHA anticipates a minimum task order amount is \$2,500.00 up to a maximum aggregate of \$100,000.00 per contract award. All work will be assigned by and performed by Task Order only. Task Orders specify the scope of work and dollar amount of each assignment under the contract.

OPTION TO EXTEND THE TERM OF THE CONTRACT

POLP may extend the term of the contract for up to one (1) one (1) one-year option period.

1. Option to Extend the Term of the Contract
 - a. POLP may extend the term of this contract, or any fraction thereof, by written notice to the Contractor/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 POLP exercises the option to extend the contract, such contract shall be modified and executed by POLP and Contractor/Consultant. A copy of the same will be provided to the affected contractor/consultant.
 - d. The total duration of the contract, including the exercise of the any option there under, shall not exceed two (2) years.

MANNER OF AWARD

POLP may award a contract upon the basis of the initial Proposal received, without discussion. Therefore, each initial Proposal should contain the Offerors

best and final terms from a cost and technical standpoint. Proposals shall represent the best efforts of the 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 Contractor in this section shall set forth POLP as an additional insured.

Contractor’s insurance is primary over POLP 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 POLP 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 POLP with renewal certificates 30 days prior to the expiration date of the expiring coverage;
- (d) Insurance contracts shall require the insurance company to notify POLP in the event of a substantial change in coverage during the policy term;
- (e) 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 POLP.

In the event a claim arises under the contract, the Contractor will promptly notify the DCHA Contracting Officer's Technical Assistance Representative (COTR) in the DCHA Office of Risk Management (ORM) at ORM@dchousing.org with copy to Business@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

The Contractor shall indemnify, defend and hold harmless HUD, DCHA and POLP and its respective employees, agents, contractors, Board of Directors, Board of Commissioners, members, managers and other representatives (the "Indemnified Parties"), from any loss, cost damage, claim, demand, suit, liability, judgment and expense (including any attorney fees and other costs of litigation) arising out of or resulting from or in connection with any work called for or performed under this contract, any breach by the 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 POLP to comply with this indemnification requirement; provide evidence of such coverage to POLP, and such coverage shall be in place before the execution of the contract awarded and

as a condition to it. This insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured under your policy.

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 POLP against dishonest acts of the Respondent and its employees. POLP must be named as the loss payee. The insurance company, form, limits and content of such coverage will be subject to the approval of POLP.

TASK ORDERS

Services furnished shall be ordered by issuance of Task Orders by DCHA Contracting Officer.

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

- E. If the ceiling of a contract awarded hereunder or Task Order issued and accepted is increased, any amounts the contractor incurs before the increase that are in excess of the previous ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination notice directing that the increase is solely to cover the termination or other specified expenses.
- F. A change order shall not be considered an authorization to exceed the ceiling of the contract or any task order unless the change order specifically increases the ceiling.
- G. At any time or times before final payment and three (3) years thereafter the Contracting Officer may have the contractor's invoices, vouchers and statements audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable amounts as adjusted for prior overpayments or underpayments.
- H. A Task Order shall contain the following:
- Date of request;
 - Contact number;
 - Description of work;
 - Duration of performance of work; and
 - Estimated cost of performance and delivery of product tasked.
- I. Task Orders will be issued on an as-needed basis. Contractor, by affixing a signature on a Task Order agrees to perform services or other task in accordance with the terms and conditions of the Scope of Services, Task Order and Contract.

PAYMENT/INVOICES

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:

Parkway Overlook LP c/o
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

- b. Proper invoices shall contain the following information:
 - Contract Number
 - Purchase Order Number
 - Task Order Number
 - Identification of matters/services performed consistent with the contract requirement and supporting documentation
- c. **Failure to provide all documentation as outlined in item “b” above may delay payment of invoices.**
- d. DCHA Office of Financial Management processes checks for POLP’s Accounts Payable 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.** Offerors shall submit one (1) original and four (4) copies of both the technical and price proposals, prepared in such format and in such detail as to enable POLP to make a thorough evaluation thereof and to arrive at a sound determination as to whether or not the offer Offeror can meet the requirements set forth in this solicitation.

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

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

The technical proposal shall not contain any cost information.

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

PART I: Technical Proposal

Table of Contents

1. **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.

2. Overview Experience

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

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. Documentation to Substantiate Service Approach

List the individuals assigned to the contract, with a description of their respective roles and responsibilities. Attach Resumes for all identified team members to include Education, Experience, Licenses and Certifications as evidence of entity and key individuals' ability to provide services required to complete the Scope of Services. (Resumes are Supplemental Information and not included in the page limit.)

5. Entity Licenses, Certifications, Affiliations

List entity Trade License(s), Certifications, and Affiliations as evidence of entity ability to provide services required 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 individual has performed similar work as, described in the Scope of Services. Include name, address, and telephone number, description of work performed and the date completed.

7. Experience with HUD Section 3 & Section 3 Plan

Describe the Offerors experience with compliance with HUD Section 3 requirements and the results achieved in hiring and training Section 3 residents and/or subcontracting to Section 3 business concerns. Review Section 3 requirements outlined in this solicitation and complete the “Action Plan for Section 3 Commitment” and an “Estimated Project Workforce Breakdown” as outlined in that section. Minimally address the following: (1) Indicate whether the Company has a valid Section 3 Certificate (issued by the Department of Housing and Community Development); (2) Provide a detailed description of the hiring plan for DCHA program participants. Include the number, the type of jobs to be provided and the number and type of training opportunities to be provided; (3) Provide a detailed description of the training plan for DCHA program participants, whether interns will be contracted or, if funding will be provided for training; (4) Outline the Company’s proposal, if any, to subcontract to Section 3 businesses. Describe in detail, the type of service to be provided.

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

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

Exhibit 1 -	Fee Proposal Form
Attachment A-	HUD General Conditions for Non-Construction Contracts – Section 1
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-	HUD Representations, Certifications, and Other Statements
Attachment H-	Statements of Bidders Qualifications
Attachment I-	Section 3 Contract Compliance Agreements
Attachment J-	Conflict of Interest Certification
Attachment K-	[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

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

PART II: Cost Proposal

10. 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 POLP and stakeholders to develop the metrics, pre-work necessary to complete the tasks, as well as post meetings to present findings.

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.

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 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 POLP, AND THE OFFEROR RECEIVING THE HIGHEST RATING, BASED ON THE CRITERIA PRESENTED BELOW, WILL BE SELECTED AS BEING THE MOST CAPABLE OF PROVIDING SERVICES IN A MANNER THAT IS

MOST ADVANTAGEOUS TO DCHA, TECHNICAL AND COST FACTORS CONSIDERED. DCHA MAY REJECT ANY OR ALL PROPOSALS THAT ARE DETERMINED NOT TO BE IN POLP BEST INTEREST. IN ADDITION, POLP RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES THE DCHA'S BEST INTEREST IN DOING SO.

EVALUATION & SELECTION CRITERIA

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

The evaluation factors will be used in determining the competitive range, with a total possible score of **197.5** 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.

TECHNICAL AND COST

CRITERIA	MAXIMUM POINTS
Experience Based upon the five examples provided, breadth and depth of the individual(s)/entity Real Estate Finance and Compliance Experience on projects of similar scope as described in Section B of this solicitation. 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 Project Management processes and requirements- 5 points	50

Service Approach

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. The above selection criteria will be based on evidence of the following evidenced criteria:(1) Documented Qualifications & Credentials- 10 points(2) Experience - 15points. 25

Past Performance

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 projects. 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 25

Housing Authority and/or Similar Clients

Based upon the five project examples provided, documented knowledge and experience working with Housing Authority and/or similar clients. The above selection criteria will be based on evidence of the following evidenced criteria:(1) Housing Authority- 6 points(2) Similar Clients- 4 points. 10

List and Documentation of Licenses, Certifications and Trade Affiliations

List entity Trade License(s), Certifications, and Affiliations as evidence of entity ability to provide services required to complete the Scope of Services.

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. 15

Include copy of Business License, Trade Certifications, and Insurance

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

Section 3

- 1. **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.)
- 2. Demonstrated evidence of successful past performance with the fulfillment of Section 3 Commitments. (3 pts.)
- 3. Will hire DCHA residents or program participants for appropriate employment opportunities within the firm or any of its affiliated subcontractors. (4 pts.)
- 4. Proposes to provide funding for training for a DCHA resident or program participant. (3 pts.)
- 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.)
- 6. ******Proposes to subcontract supportive services to Section 3 businesses. (2 pts.)
- 7. *******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.)

20

COST

Proposed fee and breakdown

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 POLP. Fee proposal shall be submitted in the format provided in Exhibit 1.

40

TOTAL MAXIMUM POINTS TECHNICAL & COST

185

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)

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

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

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

- “Local” means within the Metropolitan Business Area;
- “Small” means a firm with 500 employees or less;
- “Minority” means 51% ownership; and
- “Woman-Owned” means 51% ownership.

The points shall be awarded to the 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)

POLP will recognize the District of Columbia certification as meeting the certification requirements of its Certified Business Enterprise (“CBE”) program. Reliable certification from other CBE programs will be considered and Contractors may utilize any other CBE firms that qualify under the definitions set forth herein. In recognition of the District’s CBE certification, POLP 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, POLP 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) 197.5

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

RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

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

POLP may award a contract to other than the lowest priced offer. In the event that two or more offers are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most responsive.

POLP 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 POLP related to any procurement decision that has unfavorably affected the aggrieved party is entitled to a resolution of the dispute in a timely manner and in accordance with applicable local or Federal law. The 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 POLP or DCHA duly authorized by the governing body thereof to administer contracts for, and in the name of, DCHA or POLP as applicable.

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

Executive Director. The Executive Director of DCHA.

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

Protester. Any Respondent to a solicitation made by POLP or 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 POLP, 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 POLP. The address of the administrative offices of POLP 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 Tuesday, May 22, 2018 by 11:00 a.m.** Inquiries/questions shall be emailed to Lolita Washington to lwashing@dchousing.org with copy to 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. All Proposals in response to this Letter of Solicitation must be RECEIVED no later than **Thursday, May 31, 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: POLP 0002-2018
"Project and Financial Management Consultant Services"

DCHA will accept an electronic version of your proposal in PDF format. Electronic submissions shall be emailed to Lolita Washington to lwashing@dchousing.org with copy to business@dchousing.org.

PROPOSALS RECEIVED AFTER THE DEADLINE MAY NOT BE CONSIDERED.

Sincerely,



Cheryl Moore
Contracting Officer