
DISTRICT OF COLUMBIA HOUSING AUTHORITY
CONTRACTS AND PROCUREMENT



LETTER SOLICITATION NO.

0022-2018

ISSUE DATE: May 22, 2018

CLOSING DATE: June 6, 2018

CAPTION: ADMINISTRATIVE HEARING OFFICERS

Dear Prospective Offeror:

The District of Columbia Housing Authority (DCHA) issues this written Letter Solicitation on behalf of its Office of Fair Hearings (OFH) to solicit for Administrative Hearing officer 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

DCHA requires Administrative Hearing Officer Services to support the OFH with Administrative Hearings. DCHA invites licensed, qualified, and interested Offerors to submit a proposal in response to the solicitation to provide Administrative Hearing Officer Services.

BACKGROUND

Title 14, District of Columbia Municipal Regulations, Chapter 63, Low Rent Housing Grievance Procedures (14 DCMR 63), Title 24, Code of Federal Regulations, Part 966, Subpart B – Grievance Procedures and Requirements (24 CFR) 966.50-57 provide guidance on the Authority’s implementation of the required Grievance Procedures. Title 14, District of Columbia Municipal Regulations, Chapter 89, Housing Choice Voucher

Program, Informal Hearing Procedures (14 DCMR 89), 24 CFR, Part 982, Subpart L – Family Obligations; Denial and Termination of Assistance (24 CFR) 982.554-5, and the HCVP Administrative Plan provide guidance on the Authority’s implementation of the required Informal Hearing Procedures.

The Office of Fair Hearings (OFH) is responsible for ensuring those grievances of public housing and subsidized housing tenants and applicants are addressed in a fair, expeditious and uniform manner. The OFH conducts and facilitates conciliatory meetings with tenants and housing managers, conducts settlement conferences, and convenes hearings in accordance with applicable laws and regulations. Further, OFH investigates complaints and ensures compliance with settlement agreements and hearing decisions. OFH maintains a monitoring and tracking system for grievances and preserves all records related to complaints, settlements and hearings.

DCHA is accepting applications for Hearing Officers with experience in conducting administrative hearings in the area of federal housing/landlord and tenant law on an as needed basis.

QUALIFICATIONS

The preferred requirements include:

- A. Currently licensed to practice law in a state in the United States;
- B. Substantive knowledge in conducting administrative hearings, dispute resolution/arbitration;
- C. Substantive knowledge of landlord and tenant matters; and
- D. Substantive knowledge of Public Housing and Voucher Programs.
- E. Substantive knowledge of District and Federal Laws, including DCHA’s Administrative Plan as defined in Title 14, District of Columbia Municipal Regulations, Chapter 49, Section 4903 (the “Administrative Plan”).

SCOPE OF SERVICES

Respondents to this solicitation shall provide the following primary deliverables; however, this list is not all inclusive. Contractor shall

- A. Maintain availability to accept assignment of cases on a regular and/or an expedited basis.
- B. Accept assigned cases upon initial contact;
- C. Timely convene and preside over informal administrative hearings held in accordance with the provisions of the District of Columbia Housing Authority’s Administrative Plan, Title 14 of the DCMR and other applicable laws.
- D. Efficiently manage hearings and the decision process to minimize costs in issuing Proposed Decisions.

- E. Conduct a fair, impartial, effective, and efficient disposition of cases and resolve critical cases or problems..
- F. Review all hearing complaint packages provided by OFH prior to scheduled hearings.
- G. Preside over hearings when summoned by OFH to convene a grievance hearing. Hearings may be convened within five (5) to thirty (30) working days after notification has been provided to Contractor.
- H. Preside over hearings that require an expedited grievance process, where the turnaround time may be five (5) to seven (7) working days.
- I. Maintain a digital recording of each hearing as may be required.
- J. Prepare a fair and legal sufficient written decision, within ten (10) working days after the close of the hearing. The decision must be clear and concise and supported by pursuant to 14 DCMR 63, 89 and applicable laws. The decision must also include the following: (i) Opening Statement; (ii) Issues to be Decided; (iii) Position of the Parties; (iv) Findings of Fact; (v) Conclusions of Law; and (vi) Proposed Decision and Order. In addition, prepare a fair and legally sound written decision for an expedited grievance process, where the turnaround time may be one (1) to three (3) working days.
- K. Demonstrate a mastery of the District and Federal laws, including familiarity and understanding of DCHA's Administrative Plan.
- L. Demonstrate a thorough knowledge of laws, regulations, evidence rules and procedures relating to administrative proceedings.
- M. Compile and maintain the official hearing record for all relevant documents(including any exhibits introduced at the hearing or submitted by any party) from the time that the duplicate complaint file is forwarded to the Hearing Officer following the scheduling of the hearing until the Hearing Officer's Proposed Decision is rendered. All corresponding exhibits must be forwarded to OFH for inclusion in the central grievance file.
- N. Preclude personal commentaries before, during or after a hearing and maintain professional decorum with the Public Housing residents, HCVP participants, and employees of DCHA.
- O. Maintain invoice records up to one (1) year following completion of the hearing and make all records available to DCHA upon request.
- P. Submit timely hearing decisions to OFH. Decisions must be submitted to OFH within ten (10) business days in writing by hand delivery, email, and/or fax. Failure to do so may result in a deduction in the amount paid to Contractor.

- Q. Expedited Decisions must be submitted to OFH within three (3) business days in writing days by hand delivery, email, and/or fax. Failure to do so may result in a deduction in the amount paid to Contractor.
- R. To prohibit impermissible conflicts of interest, Contractor shall be strictly prohibited from participating in DCHA's Housing Choice Voucher Program as a participant, applicant, and/or landlord. Contractor shall also be strictly prohibited from being a resident or applicant of the LIPH.
- S. Failure of the Contractor to comply with the aforementioned requirements may be grounds for either a reduction in cases or termination of the Contract, in accordance with the Termination clause. Any such action taken shall be at the sole and absolute discretion of DCHA.

DCHA's Responsibilities:

- A. DCHA's Office of Administrative Services (OAS) shall administer this contract. OFH shall ensure compliance with time limits applicable to all stages of the grievance process mandated by Federal and Local regulations.
- B. Specifically, OFH shall be responsible for the following: a) assignment of cases to Hearing Officers, b) notice to all interested parties of scheduled hearings; c) furnish complaint files to the Hearing Officer; d) provide space to conduct hearings; e) maintain complete digital recordings of all hearings as required; f) monitor the ten (10) day maximum time frame for the submission of Proposed Decisions prepared by the Hearing Officer; g) monitor the three day maximum timeframe for the submission of expedited Proposed Decisions prepared by the Hearing Officer; h) distribute copies of the Hearing Officer's Proposed Decision; i) ensure the issuance of Final Decisions; j) process payment documents in coordination with the Office of Financial Management (OFM); and k) monitor case files for compliance.
- C. In order to comply with Federal and local regulations, OFH will monitor the timeliness of the contractors Hearing Decisions. Hearing Decisions must be submitted to the OFH within ten (10) business days of the scheduled hearing. Failure to submit timely decisions may result in a deduction in the amount to be paid to Contractor. Deductions will be made according to the following objective factors:
 - (1) If the hearing decision is one (1) to five (5) days late, twenty-five percent (25%) will be deducted from the total amount due.
 - (2) If the hearing decision is six (6) to ten (10) days late, fifty percent (50%) will be deducted from the total amount due.
 - (3) If the hearing decision is eleven (11) to twenty (20) days late, seventy-five percent (75%) will be deducted from the total amount due.

(4) If the decision is more than twenty (20) days late, **no payment** will be made to the Contractor.

D. Expedited Hearing Decisions, pursuant to 24 C.F.R. § 966.55(g) and 14 D.C.M.R. § 8903 must be submitted to the OFH within three (3) business days of the scheduled hearing. Failure to submit timely decisions may result in a deduction in the amount to be paid to Contractor. Deductions will be made according to the following objective factors:

- (1) If the hearing decision is one (1) day late, twenty-five percent 25% will be deducted from the total amount due.
- (2) If the hearing decision is two (2) days late, fifty percent (50%) will be deducted from the total amount due.
- (3) If the is hearing decision is three (3) days late, seventy-five percent (75%) will be deducted from the total amount due.
- (4) If the decision is more than four (4) days late, no payment will be made to the Contractor.

Deductions made to the invoice total amount submitted are within the sole discretion of DCHA and will be made in accordance with the paragraphs (c) and (d) above. However, OFH reserves the right to waive the deduction to the amount due if it is determined that extraordinary circumstances prohibited Contractor's compliance with the submission deadlines.

- a. If Contractor has an extraordinary circumstance that prohibit compliance with the submission deadline, Contractor must notify OFH in writing prior to the hearing decision due date and request waiver of the deduction. Failure to submit a timely request for waiver by the Contractor will result in a deduction, in accordance with paragraphs C. and D. above.
- b. Any deduction shall be at the sole discretion of DCHA. Contractor shall have no right to appeal or contest a deduction made to the payment amount by OFH.

E. DCHA shall confirm that Contractor is neither a participant, applicant, or landlord in HCVP, nor a resident of or applicant for LIPH.

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.

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 three (3) years from the date of contract execution, as deemed appropriate in the representation of DCHA; based upon the availability of funds.

TYPE OF CONTRACT

DCHA intends to award a labor hour contract for services as outlined in the Scope of Services. The Offeror shall provide all specified items and services required by DCHA at the hourly rate(s) in the accepted Price Propsoal not to exceed the contract amount.

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

MANNER OF AWARD

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

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: Appears identical to previous RFP.

MINIMUM INSURANCE REQUIREMENTS
BASIC COVERAGE
<i>Commercial General Liability (GL):</i> Per Occurrence: \$2,000,000 Aggregate: \$4,000,000 Products and Completed Operations: \$2,000,000 Personal/Advertising Injury: \$1,000,000
<i>Professional Liability (Errors and Omissions)</i> 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.

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 Office of Risk Management (ORM) at 202-535-1883 or by email to 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 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. 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 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)

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:

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 be itemized by category (e.g. research, attendance at hearing, drafting of Proposed Decision) and shall include the following information:

- Hours reasonably expended in connection with each hearing fees associated therewith Travel time and parking fees are not compensable expenses
- Contract Number
- Attach supporting documentation to include Purchase Order and Proposed Decision.

- c. **Failure to provide all documentation as outlined in item “b” above may delay payment of invoices.**

- d. **Deductions made to the invoice total amount submitted are within the sole discretion of DCHA and will be made in accordance with the paragraphs (c) and (d) above. However, OFH reserves the right to waive the deduction to the amount due if it is determined that extraordinary circumstances prohibited Contractor’s compliance with the submission deadlines.**

- e. 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 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 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. 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. Experience

Provide documentation to substantiate experience with performing services included within the Scope of Work. Include project title, client name, description of service, cost, role and responsibilities, period of performance and deliverables: schedule, budget, quality of work, outcomes and status Open or Closed and end date.

3. Professional Resume, Interview and writing sample

Provide completed application, writing sample and with resume that includes an overview professional experience and relevant past performance of contract work substantially similar to the Scope of Services.

Offerors will be interviewed by an Evaluation Panel of DCHA's stakeholders in whom they will also be expected to verbally respond to a fact pattern provided by DCHA.

4. References

Not less than five (5) Professional References from clients which the individual has performed similar work as described in the Scope of Services within the last three (3) years. Include name, address and telephone number, description of work performed and the date completed.

5. Management Approach and Methodology Plan

Provide an overview of the Management Approach and Methodology Plan to include means, time and intended approach to complete the work. Respondents are encouraged to be as specific in their submission as possible to demonstrate an understanding of the objectives of DCHA.

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

6. List & Documentation of Licenses, Certifications, Affiliations

List and Provide copies of entity business License, Professional Certifications and Industry Affiliations as evidence of entity's ability to complete the Scope of Services.

Include copy of current Business License to provide services in the District of Columbia.

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 –	Price Proposal Form
Attachment A-	HUD General Conditions for Contracts
Attachment B-	Tax Certification Affidavit
Attachment C-	Non-Collusive Affidavit
Attachment D-	Certificate of Eligibility
Attachment E-	Contract Compliance Requirements
Attachment F-	Payments to Subcontractors and Suppliers Certificate
Attachment G-	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 Instructions for Contracts Public and Indian Housing Programs
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 on Exhibit 1 – Cost Proposal Form to complete the Scope of Services.

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.

The Cost Proposal shall include a hourly rate with based on an average estimate of 3.9 hours required per hearing to complete tasks required.

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 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 **162.5** 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
<p>Experience Substantive experience in conducting administrative hearing, disputes resolutions/arbitration.</p>	20
<p>Capability Admitted to practice law in the United States.</p>	10
<p>Demonstrate Knowledge landlord and tenant matters Knowledge of landlord and tenant matters.</p>	30
<p>Demonstrate Knowledge Housing Programs Knowledge of Public Housing and Section 8 Housing Programs.</p>	10
<p>References Not less than three (3) 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.</p>	15
<p>Demonstrate Mastery of District and Federal Laws Mastery of the District and Federal Laws, including the DCHA's Administrative Plan.</p>	15

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

Interview

Offerors determined to be in the competitive Range will be interviewed by DCHA Stakeholders. **15**

Writing Sample

Interviewed Offerors will be required to respond verbally to a fact pattern provided by DCHA for its review as a part of the selection process. **5**

Section 3

8. **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.)
9. Demonstrated evidence of successful past performance with the fulfillment of Section 3 Commitments. (3 pts.)
10. Will hire DCHA residents or program participants for appropriate employment opportunities within the firm or any of its affiliated subcontractors. (4 pts.)
11. Proposes to provide funding for training for a DCHA resident or program participant. (3 pts.) **20**
12. 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.)
13. ******Proposes to subcontract supportive services to Section 3 businesses. (2 pts.)
14. *******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.)

COST

Hourly Rate Schedule

Hourly Rate Schedule for work to be performed in accordance with the requirements of the proposed contract. **10**

TOTAL MAXIMUM POINTS TECHNICAL & COST **170**

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
- commitment 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 are 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)

182.5

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 Protester;

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

Inquiries or questions concerning this solicitation **shall be submitted in writing to the Issuing Office no later than Tuesday, May 29, 2018 by 11:00 a.m.** Inquiries/questions shall be emailed to Lolita Washington, Contract Specialist 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 **Wednesday, June 6, 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: 0022-2018
"Administrative Hearing Officers"

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 WILL NOT BE CONSIDERED.

Sincerely,



Cheryl Moore
Contracting Officer