
**DISTRICT OF COLUMBIA HOUSING ENTERPRISES
CONTRACT AND PROCUREMENT ADMINISTRATION**



LETTER SOLICITATION NO.

DCHE 2018-3

ISSUE DATE: July 27, 2018

CLOSING DATE: August 6, 2018

**CAPTION: New Market Tax Credit (NMTTC) Program Underwriting
and Transaction Support Services**

Dear Prospective Offeror:

DC Housing Enterprises (DCHE) a wholly owned subsidiary of the District of Columbia Housing Authority (DCHA). DCHE issues this written Letter Solicitation to solicit New Market Tax (NMTC) Program Underwriting and Transaction Support 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, DCHE 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.

BACKGROUND

DCHE is a community development entity (“CDE”) certified by the US Department of Treasury Community Development Financial Institutions (“CDFI”) Fund. The CDFI Fund has awarded to DCHE New Markets Tax Credit (“NMTC”) allocation authority in the amount of Forty-Five Million Dollars (\$45,000,000.00), by Notice of Allocation, dated November 17, 2016 and will submit a NMTC Allocation Application in the spring of 2020. DCHE is requesting underwriting, transaction and technical support services to assist in evaluating NMTC funding applications for projects that meet DCHE's threshold criteria and satisfy the investment and selection criteria that are outlined in DCHE's NMTC Notice of

Allocation Availability (NOAA). DCHE, a qualified CDE, was established to facilitate real estate investment and to finance projects located in the District of Columbia that support the mission of DCHA. After projects complete the underwriting process and receive a NMTC Reservation Letter some limited assistance with closing may be required.

SCOPE OF SERVICES

The Consultant will provide NMTC Underwriting and Transaction Support Services as outlined below:

Part 1: Underwriting Support for 8-10 funding applications

- Review funding applications to ensure projects meet threshold, investment and selection criteria that are outlined in DCHE's NOAA;
- Provide recommendation on ways to improve NMTC lending standards and underwriting policies.
- Assist with developing form documents to underwrite projects requesting NMTC financing;
- Provide general NMTC underwriting and financial analysis of funding application;
- Assist with evaluating borrower's tangible property, service and gross income, and establishing financing terms based upon DCHE's flexible products and other NMTC related due diligence.
- Assist with preparation, review and editing of underwriting reports and funding recommendation for Investment Committee and DCHE Board of Directors.

Part 2: Transactional Support estimated 40 -60 hours per deal

- Provide general support which may include review and commenting on DCHE loan and transactional documents to assist with closing NMTC deals.
- Attend closing conference calls as needed to provide support only on key issues related to DCHE transactional documents.

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 two (2) years with one (1) option from the date of contract execution, as deemed appropriate in the representation of DCHE; based upon the availability of funds.

TYPE OF CONTRACT

DCHE intends to award a fixed price contract for services as outlined in the Scope of Services. The Offeror shall provide all specified items and services required by DCHE.

OPTION TO EXTEND THE TERM OF THE CONTRACT

DCHE may extend the term of the contract for up to two (2) one (1) one-year option periods.

1. Option to Extend the Term of the Contract
 - a. DCHE 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 DCHE exercises the option to extend the contract, such contract shall be modified and executed by DCHA 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 three (3) years.

MANNER OF AWARD

DCHE may award a contract upon the basis of the initial Proposal received, without discussion. Therefore, each initial Proposal should contain the Offeror’s 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 DCHE as an additional insured.

Contractor’s insurance is primary over DCHE 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 DCHE 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 DCHE with renewal certificates 30 days prior to the expiration date of the expiring coverage;
- (d) Insurance contracts shall require the insurance company to notify DCHE 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 DCHE.

In the event a claim arises under the contract, the Contractor will promptly notify the DCHE Procurement Officer's Technical Representative and the DCHA Office of Risk Management (ORM) at 202-535-1800 or by email to ORM@dchousing.org. In addition, the Contractor will investigate and furnish the DCHE Procurement Officer's Technical Representative and ORM with reports of all accidents, claims and potential claims for damage or injury and will cooperate with its insurers and those of DCHE.

INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless HUD, DCHA, DCHE 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 DCHE to comply with this indemnification requirement; provide evidence of such coverage to DCHE, 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 DCHE.

TASK ORDERS- [RESERVED]

PAYMENT/INVOICES

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

DCHE 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 Enterprises
Attn: Accounts Payable
1133 North Capitol Street, NE, Suite 329
Washington, D.C. 20002-7599
Invoices may be emailed to DCHEpayments@dchousing.org

- b. Proper invoices shall contain the following information:

- Contract Number
 - Purchase Order Number
 - Identification of matters/services performed consistent with the contract requirement and supporting documentation
- c. **Failure to provide all documentation as outlined in item “b” above may delay payment of invoices.**
- d. DCHE’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 DCHE 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 DCHE, 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 DCHE, cost and other factors considered.

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

Provide the Offerors demonstrated successful experience and qualifications with New Markets Tax Credits, particularly in professional service programs with providing work most similar to the Scope of Services, the ability expedite work; with clients similar to DCHE.

3. Documentation to Substantiate Knowledge of NMTC Program

applicable law, regulations, lending standards and underwriting, knowledge of applicable law and regulations including, without limitation, District and Federal Laws and NMTC program regulations, lending standards, and applicable sections of the Internal Revenue Code.

4. Identification of Team Members and Staffing Plan

Provide the Names and experience of individuals who will work on the contract, Position Titles, Organizational Chart with responsibilities of each. Include an Overview/Resume of Management and Key Project Staff to include Education, Experience, Licenses and Certifications as evidence of key individuals' ability to provide services required to complete the Scope of Services.

5. Documentation to Substantiate Service Approach

Provide an overview of the intend approach to complete the Scope of Services. Offerors are encouraged to be as specific in their submission as possible to demonstrate an understanding of the objectives of the DCHA. Offeror shall include the time required to complete Scope of Work.

6. List & Documentation of Licenses, Certifications, Affiliations

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

7. 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.

8. Experience with HUD Section 3 & Section 3 Plan

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

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

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

Describe the diversity profile of the Company’s shareholders or partners, of counsel and associates. Please include a description of how women and minorities hold positions of leadership in the Offeror’s Company, including any history of such participation.

10. Certifications & Affidavits

Complete and Return the following certification forms:

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

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

PART II: Fee Proposal

11. Fee Proposal- Exhibit 1

Offerors shall submit a Fee Proposal to complete the Scope of Services proposed on the basis of Hourly Fees or Flat Fees per application. All fees quoted will be inclusive of time for meeting with DCHE and stakeholders to develop the metrics, pre-work necessary to complete the tasks, as well as post meetings to present findings.

Option A Hourly Fees- The Fee 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.

Option B Flat Fixed Fee per Application-The Fee Proposal shall include fixed fee with an estimate of the number of hours required to complete tasks required for NMTC Underwriting and Transaction Support Services identified in the Scope of Work.

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 DCHE, 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 DCHE, TECHNICAL AND COST FACTORS CONSIDERED. DCHE MAY REJECT ANY OR ALL PROPOSALS THAT ARE DETERMINED NOT TO BE IN DCHE BEST INTEREST. IN ADDITION, DCHE RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES THE DCHE'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 DCHE. 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 **167.5** points.

DCHE will add additional points for Business Enterprise Designations after the technical evaluations have been completed and the competitive range has been established by the Procurement 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>Documentation to Substantiate NMTC Experience Firm experience and qualifications with New Markets Tax Credits, particularly in professional services programs as identified in the scope of services.</p>	30

<p>Documentation to Substantiate Knowledge of NMTC Program applicable law, regulations, lending standards and underwriting. Knowledge of applicable law and regulations including, without limitation, District and Federal Laws and NMTC program regulations, lending standards, and applicable sections of the Internal Revenue Code.</p>	<p>30</p>
<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>	<p>15</p>
<p>Documentation of Certifications, Licenses and Industry Affiliations Copy of business License or registration to provide services in the District of Columbia. Include copies of entity Trade Affiliations and Licenses as evidence of entity’s ability to complete the Scope of Services. Provide evidence of Individual(s) ability to provide the Scope of Services for Discipline if Interest –</p>	<p>10</p>
<p>Interview (If Applicable) Should interviews be required DCHE reserves the right to interview Offerors determined to be in the competitive range on the basis of the proposal and the technical evaluation criteria identified within the LOS.</p>	<p>5</p>
<p>Ability to Expedite Work. Ability to respond to the requirements of this letter solicitation, including the Firm’s experience in NMTC financial structures, underwriting, transactional documents and closing within a tight schedule.</p>	<p>20</p>

<p>Section 3</p> <ol style="list-style-type: none"> 1. <i>*For non-construction contracts:</i> Proposes to have DCHA residents or program participants as interns. <i>For construction contracts:</i> Proposes to have DCHA residents or program participants as apprentices (2 pts.) 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.) 	<p>20</p>
<p>COST</p>	
<p>Proposed fee and breakdown- Complete Exhibit 1</p> <p>Propose Fixed Hourly Rates with breakdown of fully burdened hourly rates (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. –Or–</p> <p>Propose Fixed Fees per application with an estimate of the number of hours required to complete tasks required.</p> <p>Offerors shall ensure that the Cost Proposal and proposed hourly rates offered are the lowest discounted (government) rate offered to similar clients.</p> <p>Actual points assigned to each offeror in this category will be based on the Offerors unit price and will be compared in accordance with the following formula. The offeror with the lowest price will receive the maximum points. All others proposals will receive a proportionately lower total score.</p>	<p>25</p>
<p>TOTAL MAXIMUM POINTS TECHNICAL & COST</p>	

SECTION 3 Section 3 Experience & Plan

*Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance

with the regulation at 29 CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

****A Section 3 Business is defined as a business that is 51% or more owned by low-income individuals OR, a business whose full time workforce includes, at minimum, 30% low income individuals OR, a business who subcontracts in excess of 25% of the total amount of its contract to section 3 businesses.**

*****Sponsoring DCHA program participant(s) involves:**

- providing the financial means necessary for the program participant(s) to receive training in a specific trade or other method of higher learning;
- provide mentoring to the program participant(s) sponsored; and
- committing to hire the respective program participant(s) after successful completion of their specialized training.

BONUS POINTS

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

The DCHE 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 DCHE Business Enterprise Designation Points:

“Local” means within the Metropolitan Business Area;

“Small” means a firm with 500 employees or less;

“Minority” means 51% ownership; and

“Woman-Owned” means 51% ownership.

The points shall be awarded to the Offeror based on a review of the Offeror, either party of a joint-venture, or an Offeror’s subcontractors.

The points will be awarded in the following manner:

Local	= 2.5 points
Small	= 2.5 points
Minority	= 2.5 points
Woman-Owned	= 2.5 points

A maximum of 10 points can be added to the score of a technically qualified Offeror who is in the competitive range.

CBE Participation

(Maximum 2.5 Bonus Points)

DCHA will recognize the District of Columbia certification as meeting the certification requirements of its Certified Business Enterprise (“CBE”) program. Reliable certification from other CBE programs will be considered and Contractors may utilize any other CBE firms that qualify under the definitions set forth herein. In recognition of the District’s CBE certification, DCHA will use the following CBE point system below to determine the number of preference points awarded to contractors with CBE certification. Please be advised that if one or more development team members is a CBE, DCHA will only award points for one CBE team member. The point award will be based on the CBE with the highest number of preference points awarded by the District.

District of Columbia	D.C. Housing Enterprises
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)

167.5

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

RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

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

DCHE 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.

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

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

PROTEST

Any party involved in a dispute with DCHA or DCHE 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

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

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

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 DCHE 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 Procurement Officer on behalf of DCHE, 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 Procurement Officer may suspend the procurement pending resolution of the protest, if warranted by the facts presented.
3. The Procurement 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 Procurement Officer's decision with supporting rationale; and a statement referencing appeal rights.
4. The Procurement Officer's Final Decision may be appealed to the DCHE Authorized Representative through the DCHA Office of the General Counsel. Such request must be in writing and made within ten (10) calendar days of receipt of the Procurement Officer's decision.
5. The DCHE Authorized Representative decision may be appealed to the District of Columbia Board of Contract Appeals (CAB) or other court of competent jurisdiction as determined and agreed to by the Parties. The appeal must be filed within thirty (30) days of receipt of the decision rendered by the DCHE Authorized Representative, 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 DCHE. The address of the administrative offices of DCHE is as follows:

DC Housing Enterprises c/o
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 Wednesday, August 1, 2018 by 11:00 a.m.** Inquiries/questions shall be emailed to Cheryl Moore, Procurement Officer to chmoore@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)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 Monday, August 6, 2018 by at the address listed below.

District of Columbia Housing Enterprises c/o
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: DCHE 2018-3
"DCHE NMTC Program Underwriting and Transaction Support Services"

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

PROPOSALS RECEIVED AFTER THE DEADLINE MAY NOT BE CONSIDERED.

Sincerely,



Cheryl Moore
Procurement Officer