DISTRICT OF COLUMBIA HOUSING AUTHORITY CONTRACTS AND PROCUREMENT



LETTER SOLICITATION NO.

0004-2019

ISSUE DATE: February 28, 2019 CLOSING DATE: March 14, 2019

CAPTION: Real Estate and Capital Strategist Consulting Services

Dear Prospective Offeror:

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

INTRODUCTION

The District of Columbia Housing Authority ("DCHA") is dedicated to enhancing the quality of life in the District of Columbia by providing and effectively managing affordable housing, which is diverse, well maintained, and aesthetically pleasing for those whose circumstances prevent them from competing in the general marketplace. Besides operating over 8,300 units with public housing operating subsidy, DCHA also contracts over 14,000 private units through its Housing Choice Voucher Program ("HCVP"). DCHA has embarked on an ambitious program of development and redevelopment to create economically diverse communities and neighborhoods. DCHA is one of the most innovative housing authorities in the nation and is actively pursuing non-governmental sources of financing to promote HCVP homeownership assistance programs, project-based public housing subsidies, and implement more creative uses of its authority through the United States Department of Housing and Urban Development (HUD)'s Move to Work (MTW) Demonstration Program.

OVERVIEW

As DCHA's waiting list continues to grow and the Federal and local funding continues to decline, DCHA must look for new financial resources and strategies to sustain its core mission.

DCHA requires Real Estate and Capital Strategist Consulting Services to support OCP with repositioning its real estate assets. DCHA invites licensed, qualified, and interested Offerors (an individual and/or team) to submit a proposal in response to the solicitation.

BACKGROUND

The District of Columbia Housing Authority's (DCHA) Office of Capital Programs (OCP) is looking for a Real Estate and Capital Strategist to assess its properties and holdings in the District of Columbia in order to provide recommendations and strategize how best to reposition our properties to preserve its affordable housing stock, create additional low-income housing for residents of the District of Columbia, sustain current and future operations and services that DCHA provides to its clientele. Federal government continues to reduce the amount of public housing and capital subsidy, the DCHA must have a strategic plan to generate the revenue and raise capital dollars to preserve, maintain its current portfolio and then have the funds to continue to develop more affordable housing in the District of Columbia. In the past, DCHA has used its land value to create affordable housing units, however there are properties located in most wards in the city with considerable land values and some properties in areas where DCHA is subsidizing the redevelopment by contributing the land in order to maintain affordability, which usually does not generate revenue for the DCHA and may only create a limited number of affordable units.

QUALIFICATIONS-[RESERVED]

SCOPE OF SERVICES

A Real Estate Consultant ("Consultant") shall have demonstrated experience and success with developing a long-term strategy that includes but is not limited to the following:

- · Reposition assets to maximize value
- · Expand the portfolio to meet rising demand for affordable units
- · Find new resources of funding to shrinking HUD money
- Develop a five- year plan to implement these changes
- · Specify actions to carry out the above objectives

Consultant shall evaluate DCHA's entire real estate portfolio. The purpose of the evaluation is to:

- 1) uncover untapped real estate value in underutilized land or buildings;
- 2) find resources to repair or replace assets with deferred maintenance
- 3) recommend asset sales or acquisitions that create value and/or better balance the portfolio for changing demographics;
- 4) examine the costs, risks, resource requirements, upside and downside to asset sales, acquisitions, self, fee or joint venture development, or

- redevelopment all with the purpose of creating value for DCHA's expanding client base;
- 5) propose strategies to tap that value that are both financially and politically viable. In using the term "political" we refer to both the city administration as well as the clients DCHA serve:
- 6) develop a long-term strategy to make DCHA financially and operationally stable and to better serve its expanding client base.

Essential Duties and Expected outcomes

The Consultant chosen for this assignment will be expected to:

- 1) Dig deeply into DCHA's existing portfolio to fully understand current values, obligations, potential values and existing commitments that must be maintained.
- 2) Develop a model or models that show both the current value and the potential of each of DCHA's fifty-six developed properties and eight undeveloped properties. Each model must take account of existing obligations, financing, relationships and the political environment.
- 3) Having fully come to understand each property's assets and liabilities, the Consultant needs to create strategies to capture additional value. In some cases, the property will be at its' highest and best use. In others the Consultant should explore ways to reposition or expand.
- 4) In all cases the strategy needs to consider the difficulties involved in moving DCHA's client base --- particularly seniors of people with disabilities.
- 5) As part of the assignment, the Consultant can propose specific sales, acquisitions or other transactions; examine the resource requirement, upsides and downsides of fee development, or joint ventures. Working closely with DCHA senior management, the Consultant will recommend an overall strategy for maximizing the portfolio in a financially sound and politically sensitive way.
- 6) The strategic plan will set forth a timetable for implementation. The Consultant needs to be fully cognizant of the reality of a timetable for action in a city where competing interests may slow implementation and where the players could change at any time.
- 7) The Consultant will present a report which sets forth a 5-year plan for the agency which improves the quality of its' assets, prepares for a growing client base, and sets forth a strategy for implementation.
- 8) DCHA shall look for a final report within three months of the award and execution of a contract.

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 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.

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 non-compliance.

The contractor must include a signed copy of the Section 3 Contractor Compliance Agreement and a complete, compliant Section 3 Action Plan as part of its proposal to be considered for contract award. The required documents can be found in the solicitation's attachments. The Section 3 Contractor Compliance Agreement should be read in its entirety before completing the Section 3 action plan since it provides details about DCHA's Section 3 policy.

Please consult Hanna Koerner, Special Advisor in the DCHA Office of Resident Services at 202.535.1517 hkoerner@dchousing.org for additional information or assistance with the completion of your Section 3 Compliance Agreement and/or Section 3 Action Plan.

TERM OF CONTRACT

The term of the awarded contract shall be two (2) 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 an Indefinite Delivery/Indefinite Quantity (IDIQ) contract for services as outlined in the Scope of Services in accordance with the Cost Proposal. The Offeror shall provide all specified items and services required by DCHA. The work will be issued by task orders that will specify the scope of work and dollar amount of each project (Task Order). DCHA anticipates a minimum contract award of twenty-five thousand dollars (\$25,000.00) up to a maximum of one hundred thirty thousand dollars (\$130,000.00). Contracts may not exceed the aggregate amount of \$149,994.00 over the two (2) year term of the contract.

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 Respondent, at its expense, shall obtain the minimum insurance coverage set forth below and keep such insurance in force throughout the contract period. Respondents to this solicitation must have the capacity to obtain a Certificate of Insurance at the stated limits below, prior to and as a condition of contract award. All insurance provided by Contractors in this section shall set forth DCHA as an additional insured and as a loss payee as allowable per coverage a loss payee (as applicable).

Contractor/Consultant shall carry and pay for:

MINIMUM INSURANCE REQUIREMENTS
BASIC COVERAGE
Commercial General Liability (GL):
Per Occurrence: \$1,000,000
Aggregate: \$2,000,000
Products and Completed Operations:\$2,000,000
Personal/Advertising Injury: \$2,000,000
Automobile Liability: \$1,000,000 per occurrence

Workers' Compensation:

Statutory Limits

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:

Each Accident: \$500,000

Employee Disease: \$500,000

Disease-Policy Limit: \$500,000

Umbrella or Excess Liability

\$5,000,000

Professional Liability (Errors and Omissions)

.

Per Occurrence: \$1,000,000

Aggregate: \$2,000,000

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

- (a) Be in place before the execution of any contract awarded, as inforce insurance is a condition precedent;
- (b) Contractor/Consultant 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/Consultant will promptly notify the DCHA Contracting Officer's Technical Assistance Representative (COTR) and the DCHA Office of Risk Management (ORM) at 202-535-1800 or by email to ORM@dchousing.org. In addition, the Contractor/Consultant 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 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/Consultant, 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/Consultant, 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 Contractor/Consultants 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

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 notice. DCHA is not the specified obligated to pav Contractor/Consultant 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 DCHA COTR, in consultation with the Executive Director or designee, pursuant to the contract with specific ceilings for the task identified. Contractors/Consultants 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/Consultant shall notify DCHA 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. DCHA is not obligated to pay the contractor/consultant for amounts incurred in excess of the Task Order ceiling and the contractor/consultant 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 DCHA 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/consultant 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.
- Task Orders will be issued on an as-needed basis. Contractor/Consultant, by affixing a signature on an Task Order agrees to perform an 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:

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'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

1. Table of Contents

2. Letter of Interest

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

3. Experience Performing Similar Work

Please provide descriptions of project worked on the in the past 5 years (please limit to 3 projects) similar to the Scope of Work. Include in the description, the scope of work and the product delivered; the time it took to develop the strategic plan and some of the results of the plan. Also,

identify specific recommendations and the outcomes the organization acted on the results of those actions.

4. Experience Working in the District of Columbia

Please identify similar work completed in the District of Columbia and the type of client the work was completed (i.e. government agency; private company, non-profit or philanthropic organization).

5. Approach and Methodology to Developing the Strategic Plan for DCHA

Please provide a detailed approach to complete the work and deliver a strategic plan to the Office of Capital Programs along with the time frame for completing each task and the overall project. Please describe the methodology to be used to collect information from DCHA used to complete an analysis and plan.

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. Certifications & Affidavits

The following Certifications and Affidavits are mandatory proposal requirements. Offers are to Complete and Return the following certification forms:

Attachment A- HUD 5370-C General Conditions for Non-Construction

Contracts Section I

Attachment B- Tax Certification Affidavit

Attachment C- Non-Collusive Affidavit

Attachment D- Certificate of Eligibility

<u>Attachment E-</u> Contract Compliance Requirements

Attachment F- Payments to Subcontractors and Suppliers Certificate

Attachment G- HUD 5369-C Representations, Certifications of Offerors

(Non-Construction)

Attachment H- Statements of Bidders Qualifications

Attachment J- Conflict of Interest Certification
Attachment J- DCHA Section 3 Action Plan

Attachment K- DCHA Section 3 Contractor Compliance Agreement

Attachment L- RESERVED

Attachment M- HUD 5369 -B Instructions to Offerors Non-Construction

Attachment N- Wage Determination

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

PART II: Cost Proposal

9. Cost Proposal- Exhibit 1

Offerors shall complete and submit Exhibit 1-Cost Proposal proposed to complete the Scope of Services. All fees quoted will be inclusive of time for meeting with DCHA and stakeholders to develop the metrics, pre-work necessary to complete the tasks, as well as post meetings to present findings.

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

The Cost Proposal shall include a blended hourly rate with an estimate of the number of hours required 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 **142.5** 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 Performing Similar Work Provide a description of projects worked on in the past 5 years with a similar scope. Include the objective of the organization and the amount of time it took to complete the project. Also highlight any specific outcomes or actions from the plan the client pursued, the outcome and current status.	35

Experience Working in the District of Columbia Describe projects worked on in the District of Columbia with a similar scope of work and identify any challenges or complicated situations that were identified and resolved along with the method used to resolve the issue in order to complete the project. Also provide the time it took to resolve the issue and any additional resources needed to get resolution	10
Approach and Methodology to complete the project Describe in detail how the project will be approached the methods used to obtain information. If there will be subcontractors need, please include in this section and provide the method which the information will be collected and analyzed and recommendations formed to DCHA.	25
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.	10
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.	10
Section 3 1. Hiring Section 3 Residents- 6 Points 2. Contracting to Section 3 Business Concerns- 6 Points 3. Other Economic Opportunities- 4 Points 4. Past Performance- 4 Points	20
COST	
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. Include a blended hourly rate with an estimate of the number of hours required 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. 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.	20
TOTAL MAXIMUM POINTS TECHNICAL & COST	130

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:

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

[&]quot;Local" means within the Metropolitan Business Area;

[&]quot;Small" means a firm with 500 employees or less;

[&]quot;Minority" means 51% ownership; and

[&]quot;Woman-Owned" means 51% ownership.

more development team members is a CBE, DCHA will only award points for one CBE team member. The point award will be based on the CBE with the highest number of preference points awarded by the District.

District of Columbia	D.C. Housing Authority
10-12 Preference Points	2.5 Preference Points
6-9 Preference Points	2.0 Preference Points
2-5 Preference Points	1.0 Preference Points

TOTAL MAXIMUM POINTS (to include Bonus Points)

142.5

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

RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

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

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

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

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

PROTEST

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

DEFINITIONS

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

Executive Director. The Executive Director of DCHA.

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

Protester. Any Respondent to a solicitation made by DCHA who has submitted a bid, quotation, or proposal that contains all the material requirements of the solicitation and has received an unfavorable decision concerning the results thereof; and has a valid basis to challenge the award decision, or any Respondent who files a complaint based on the content of the solicitation, prior to the proposal due date based on specific facts giving rise to any such complaint.

PROCEDURES

- 1. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days of contract award by the Contracting Officer on behalf of DCHA, or the protest will not be considered, unless a different time period has been established, if applicable. In such cases, the time-period set forth in the solicitation and/or contract prevails. The complaint must be in writing, and at a minimum must identify the name, address and phone number of the Protestor; Solicitation number and project title; a detailed statement of the basis for the protest; supporting evidence or documents to substantiate any arguments; form of relief requested.
- 2. The Contracting Officer may suspend the procurement pending resolution of the protest, if warranted by the facts presented.

- 3. The Contracting Officer shall issue a written decision to the Protestor within ninety (90) days of its receipt by certified mail with return receipt requested. The written decision shall state a description of the claim; a reference to the pertinent clause; a statement of the factual areas of agreement or disagreement; a statement of the Contracting Officer's decision with supporting rationale; and a statement referencing appeal rights.
- 4. The Contracting Officer's Final Decision may be appealed to the DCHA Executive Director through the Office of the General Counsel. Such request must be in writing and made within ten (10) calendar days of receipt of the Contracting Officer's decision.
- 5. The DCHA Executive Director's decision may be appealed to the District of Columbia Board of Contract Appeals (CAB) or other court of competent jurisdiction as determined and agreed to by the Parties. The appeal must be filed within thirty (30) days of receipt of the decision rendered by the DCHA Executive Director, or other time period required by the selected court of competent jurisdiction, as applicable.
- 6. The DCHA Board or Commissioners has no jurisdiction over Bid Protests.
- 7. All protests, except those directed to CAB, shall be addressed to the administrative offices of DCHA. The address of the administrative offices of DCHA is as follows:

District of Columbia Housing Authority
Office of Administrative Services
Contracts and Procurement
1133 North Capitol Street, N.E. Suite 300
Washington, D.C. 20002-7599
Attn: Contracting Officer

INQUIRIES/QUESTIONS

Inquiries or questions concerning this solicitation shall be submitted in writing to the Issuing Office no later than 11:00 a.m., Thursday, March 7, 2019. Inquiries/questions shall be emailed to LaShawn Mizzell-McLeod, Contract Specialist to LMMCLEOD@dchousing.org with copy to business@dchousing.org.

OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE SOLICITATION ISSUING OFFICE IN THE DCHA OFFICE OF ADMINISTRATIVE SERVICES 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 DCHA OFFICE OF ADMINISTRATIVE SERVICES.

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 11:00 a.m., Thursday, March 14, 2019 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

Attn: Cheryl Moore, Contracting Office Letter Solicitation Number: 0004-2019

"Real Estate and Capital Strategist Consulting Services"

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

PROPOSALS RECEIVED AFTER THE DEADLINE MAY NOT BE CONSIDERED.

Sincerely,

Cheryl Moore

Contracting Officer