



LETTER SOLICITATION NO.

2019-2

ISSUE DATE: March 19, 2019 CLOSING DATE: April 2, 2019

CAPTION: DCHE OPPORTUNITY ZONE BUSINESS PLAN

Dear Prospective Offeror:

The District of Columbia Housing Authority (DCHA) issues this written Letter Solicitation on behalf of its instrumentality DC Housing Enterprises (DCHE) to solicit Opportunity Zone Business Plan 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 subsidizing over 8,300 units with public housing operating subsidy, DCHA also contracts approximately 14,000 private units through its Housing Choice Voucher Program.

DC Housing Enterprises ("DCHE"), a wholly-owned, non-profit subsidiary, and instrumentality of DCHA, was certified by the US Department of Treasury's Community Development Financial Institutions ("CDFI") Fund as a Community Development Entity ("CDE"). The CDE designation allows DCHE to allocate New Market Tax Credit (NMTC) authority to spur equity investments in low-income communities. DCHE's participation in the NMTC Program provides a means for DCHA to finance revitalization within distressed DCHA communities.

OVERVIEW

DCHE requires a consultant or firm to assist with developing a business plan for the creation and operation of an Opportunity Zone Fund Program ("the Program") in designated areas in the District of Columbia. DCHE invites qualified and interested Offerors to submit a proposal in response to the solicitation to provide the needed services. .

BACKGROUND

DCHE proposes to expand its current menu of financial services to low-income communities to include the organization, capitalization and

management of a series of real estate-oriented Opportunity Zone Funds (“the Funds”). The Funds will align with agency’s broader goals:

DCHA’s Strategic Goals

- Create opportunities to improve the quality of life for DCHA residents through collaboration and partnerships.
- Increase access to quality affordable housing.
- Provide livable housing to support healthy and sustainable communities.

DCHE’s Strategic Goals

- Pursue a broad range of opportunities related to real estate acquisition, rehabilitation, development and/or redevelopment.
- Facilitate related management and social services for each project.
- Increase affordable housing opportunities for low and moderate income families living in Washington, D.C.
- Create vibrant, inclusive communities that provide access to quality neighborhood goods and services.

These funds will follow an investment strategy leveraging the Opportunity Zone tax incentives established in the Tax Cut and Jobs Act of 2017.

DCHE is seeking a contractor to assist in establishing a business plan for the creation and operation of an Opportunity Fund Program that invests in real estate development projects within Opportunity Zones.

A. The Opportunity Zone Program

President Trump signed the Tax Cut and Jobs Act of 2017 (the Act) into law on December 22, 2017. Section 13823 of the Act created the Opportunity Zone program.

This program provides federal tax incentives to investors who invest in federally designated Opportunity Funds.

The Act authorized the mayor of the District of Columbia, the governors of each state and Puerto Rico and the Virgin Islands to nominate 25% of the low-income census tracts in their states for federal designation as Opportunity Zones. Their nominations were reviewed and ultimately accepted by the U.S. Department of Treasury.

The Opportunity Zone program offers three tax benefits for investors in the Funds :

1. A temporary deferral of inclusion in taxable income for capital gains reinvested in an Opportunity Fund. The deferred gain must be recognized on the earlier of the date on which the Opportunity Zone investment is disposed of or December 31, 2026.
2. A step-up in basis for capital gains reinvested in an Opportunity Fund. The basis is increased by 10% if the investment in the Fund is held by the taxpayer for at least 5 years and by an additional 5% if held for at least 7 years, thereby excluding up to 15% of the original gain from taxation.
3. A permanent exclusion from taxable income of capital gains from the sale or exchange of an investment in an Opportunity Fund if the investment is held for at least 10 years. This exclusion only applies to gains accrued after an investment in an Opportunity Fund.

B. Recommended Investment Strategies and Policies

The Opportunity Zone Funds will employ the following guidance to ensure that investments are able to contribute to the overall goals stated earlier in this document.

1. All Opportunity Funds will be dedicated to the principle that investors can do well by doing good. Accordingly, the Opportunity Funds will invest exclusively in real estate projects that improve communities and the lives of the households living in them while providing attractive returns to investors.
2. The primary focus of the Opportunity Funds will be to attract equity capital required to ensure the successful financing of projects in Washington DC's Opportunity Zones.
3. The Opportunity Zone Funds will target investments in affordable multi-family residential and mixed-use projects.

The residential development component of projects will be mixed-income (including both market rate and affordable units).

Commercial space in the mixed-use projects will be expected to attract retailers and service providers capable of helping to achieve three critically important goals:

1. Bring quality goods and services to local neighborhoods;

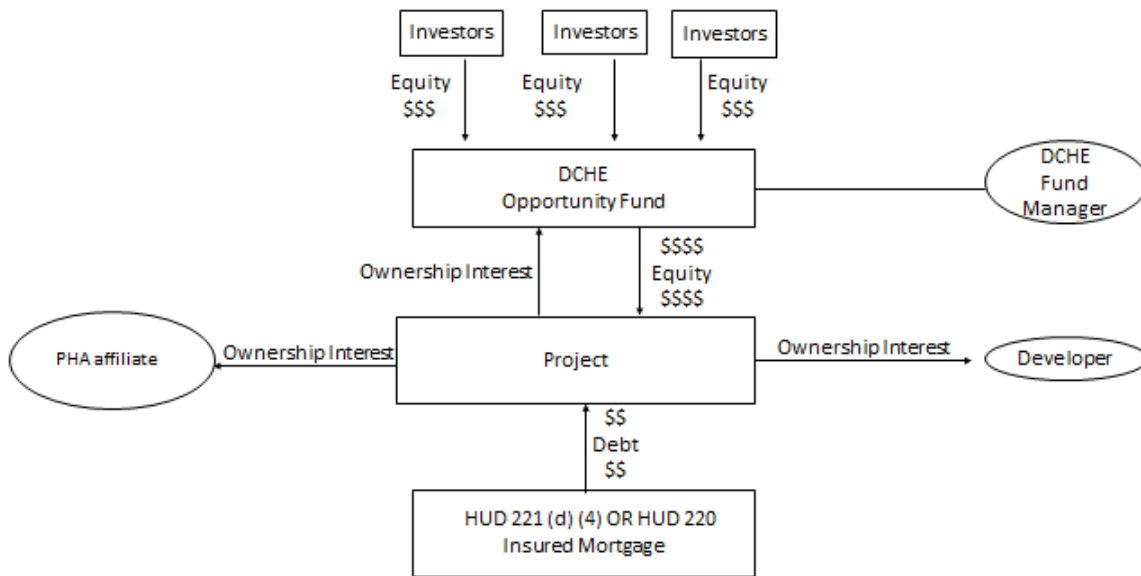
2. Create meaningful employment opportunities;
3. Serve as a catalyst for additional investment.

The term of each Opportunity Funds will be 10 years to maximize the tax incentives of the Opportunity Zone program.

Investments in the Funds will target “Accredited Investors” as defined under the Securities Act of 1933, as amended under Regulation D, as amended by the Dodd-Frank Act signed into law on July 21, 2010.

C. Structure

The suggested organizational and management structures of each Opportunity Fund is illustrated in the diagram below:



D. Financing Strategy

The innovative use of a variety of municipal, state and federal economic development financing tools will be an integral component of the Opportunity Fund investment management strategy. Such strategy could potentially maximize investment efficacy and help mitigate investment risk.

Examples of such tools include:

- New Markets Tax Credits
- HUD 221 (d)(4) and 220
- HUD Section 108 Financing

- EB-5
- Historic Tax Credits

QUALIFICATIONS- [RESERVED]

SCOPE OF SERVICES

Requirements for this solicitation include the following primary specifications/services.

The selected contractor will work with DCHE to create a Business Plan for the Opportunity Zone initiative. The business plan will contain business goals, the methods on how these goals can be attained, and the time frame that these goals need to be achieved. It will describe the nature of the business, include industry background information, financial projections, and the strategies intended to achieve stated targets. This business plan will serve as a road map DCHE will use to build out an investment program that provides sources to and finances real estate development projects within the District of Columbia to leverage Opportunity Zone tax incentives.

Important note: The business plan, discussed here, will be the first deliverable under this two year contract. It will be finalized and delivered to DCHE three months after the start of the contract. Additional services may include technical assistance to implement the business plan. However, respondents are expected to price their proposals ***only including the business plan outlined here.***

Contractor will structure and provide a business plan as outlined below:

Executive Summary

The executive or management summary, should be an easy read in order to quickly acquaint the reader with the large body of material. It shall contain a brief statement of the problem or proposal covered in the document, background information, concise analysis and main conclusions.

Mission Statement

A mission statement will state the organization's purpose, identify the goal of operations, the product or service provided, primary customers or market, and the geographical region of operation. It may include a short statement of such fundamental matters as the organization's values or philosophies, main competitive advantages, or a desired future state --the "vision".

SWOT Analysis

SWOT analysis (or SWOT matrix) is a strategic planning technique used to identify strengths, weaknesses, opportunities, and threats related to business competition or project planning. It is intended to specify the objectives of the business venture or project and identify the internal and external factors that are favorable and unfavorable to achieving those objectives. Users of a SWOT analysis often ask and answer questions to generate meaningful information for each category to make the tool useful and identify their competitive advantage.

Strengths and weakness are frequently internally-related, while opportunities and threats commonly focus on the external environment. The degree to which the internal environment of the firm matches with the external environment is expressed by the concept of strategic fit. SWOTs will inform later steps in planning to achieve the objective.

Competitor Analysis

Competitor analysis is an assessment of the strengths and weaknesses of current and potential competitors. This analysis provides both an offensive and defensive strategic context to identify opportunities and threats. Profiling combines all of the relevant sources of competitor analysis into one framework in the support of efficient and effective strategy formulation, implementation, monitoring and adjustment. Specifically this analysis will evaluate other Opportunity Zone investment funds to understand how DCHE's OZ fund will be able to successfully compete for investors.

Strategic Plan

The strategic plan is an organization's process of defining its strategy, or direction, and making decisions on allocating its resources to pursue this strategy. It may also extend to control mechanisms for guiding the implementation of the strategy. The strategic plan will be built upon the SWOT and Competitor analysis.

Investor Marketing Plan

A marketing plan may be part of an overall business plan. A solid marketing strategy is the foundation of a well-written marketing plan. While a marketing plan contains a list of actions, without a sound strategic foundation, it is of little use to a business.

A key portion of the marketing plan will involve the identification of Opportunity Zone equity investors and developing a strategic approach to raising the required funding levels outlined in other areas of the business plan.

Operations Plan (OP)

Operational planning is the process of planning strategic goals and objectives to tactical goals and objectives. It describes milestones, conditions for success and explains how, or what portion of, a strategic plan will be put into operation during a given operational period, in the case of commercial application, a fiscal year or another given budgetary term. An operational plan is the basis for, and justification of an annual operating budget request. Therefore, a five-year strategic plan would typically require five operational plans funded by five operating budgets.

Operational plans should establish the activities and budgets for each part of the organization for the next 1- 3 years. They link the strategic plan with the activities the organization will deliver and the resources required to deliver them.

An operational plan draws directly from agency and program strategic plans to describe agency and program missions and goals, program objectives, and program activities. Like a strategic plan, an operational plan addresses four questions:

- Where are we now?
- Where do we want to be?
- How do we get there?
- How do we measure our progress?

The operations plan is both the first and the last step in preparing an operating budget request. As the first step, the operations plan provides a plan for resource allocation; as the last step, the OP may be modified to reflect policy decisions or financial changes made during the budget development process.

The operational plan will contain:

- Clear objectives
- Activities to be delivered
- Quality standards
- Desired outcomes
- Staffing and resource requirements
- Implementation timetables
- A process for monitoring progress

A key portion of the operations plan will be the approach DCHE employs to source and evaluate development projects. In addition, the OP will also discuss analyzing projects using a subsidy layering approach and how to coordinate various processes and stakeholders for projects that benefit from multiple subsidies and investment categories.

Consulting Plan

Due to the unique nature of the work needed to establish an Opportunity Zone Program for DCHE multiple outside contracts will be needed to assist in the effort. The business plan will need to consider how other contractors will be included to as part of this effort. DCHE envisions that, at a minimum, the following contractors will be needed to implement this work:

1. Various Contractor(s):
 - a. As needed basis
2. Tax Consultant:
 - a. Tax consultants, also known as tax advisors, are experts in tax law, planning and compliance. They serve businesses and individuals alike by staying current on new tax law and positioning taxpayers for short and long term tax optimization.
3. Audit Consultant:
 - a. Their responsibilities involve creating and analyzing financial documents, looking for financial areas needing improvement, optimizing accounting procedures and forecasting future profits.
4. Broker-Dealer:
 - a. A broker-dealer is a person or firm in the business of buying and selling securities for its own account or on behalf of its customers.
5. Outside Counsel:
 - a. Among other responsibilities counsel will need to draft and negotiate all documents pertaining to the structure of the fund, soliciting investments, acquiring projects, and developing property among other legal work.
 - b. Counsel will play a key role in designing an ownership structure that meets DCHA goals. This may include a entity that exists apart from DCHA / DCHE.

Financial Plan

The financial plan is a comprehensive evaluation of the current and future financial state by using known variables to predict future income, cash flow, and asset values. This often includes a budget which organizes an entity's finances and sometimes includes a series of steps or specific goals for spending / income generation in the future. This plan allocates future income to various types of expenses.

Legal Entity/Business Structure Recommendation

This section will analyze and identify the optimal legal/business structure allowing the Opportunity Zone Fund(s) to work in conjunction, or through, DCHE's CDFI entity and structure transactions that leverage opportunity zone tax incentives, new market tax credits, and other forms of layered subsidies, to maximize project investment potential.

The envisioned platform will provide the ability for DCHE to invest in development projects in the market, as well as, in its own portfolio while ensuring the funds' investors obtain the best possible outcome.

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 DCHE; based upon the availability of funds.

TYPE OF CONTRACT

DCHE intends to award an Indefinite Delivery Indefinite Quantity contract for services as outlined in the Scope of Services. The Offeror shall provide all specified items and services required by DCHE. The work will be issued by task orders that will specify the scope of work and dollar amount of each project (Task Order). DCHE anticipates a minimum contract award of ten thousand dollars (\$2,500.00) up to a maximum of one hundred forty thousand dollars (\$140,000.00). Contracts may not exceed the aggregate amount of \$140,000.00 over the two (2) year term of the contract.

OPTION TO EXTEND THE TERM OF THE CONTRACT- [RESERVED]

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 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 DCHE as an additional insured and as a loss payee as allowable per coverage.

Contractor/Consultant shall carry and pay for:

MINIMUM INSURANCE REQUIREMENTS
BASIC COVERAGE
Commercial General Liability (GL):
<i>Per Occurrence: \$1,000,000</i>
<i>Aggregate: \$2,000,000</i>
Products and Completed Operations:\$2,000,000
Personal/Advertising Injury: \$2,000,000
Automobile Liability: \$1,000,000 per occurrence
Workers' Compensation:
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:
<i>Each Accident: \$500,000</i>
<i>Employee Disease: \$500,000</i>
<i>Disease-Policy Limit: \$500,000</i>
Umbrella or Excess Liability
\$5,000,000
Professional Liability (Errors and Omissions)
Professional Consultant Services with \$1M Per Occurrence and \$2M Aggregate for General Liability and Employment Practices.
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 in-force insurance is a condition precedent;
- (b) Contractor/Consultant 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/Consultant will promptly notify the DCHE Authorized Representative 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 DCHE Authorized 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 Commissioners, Board of Directors, 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- [RESERVED]

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 DCHE against dishonest acts of the Contractor/Consultants and its employees. DCHE 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

Services furnished shall be ordered by issuance of Task Orders by DCHE Procurement Officer.

- A. The estimated amount of 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 Procurement Officer shall change the ceiling of the entire contract. In the absence of the specified notice, DCHE is not obligated to pay the 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 DCHE Authorized Representative 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 DCHE 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. DCHE 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 DCHE has notified the contractor/consultant, 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 Procurement 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 Procurement Officer may have the contractor's invoices, vouchers and statements audited. Any payment may be reduced by amounts found by the Procurement Officer not to constitute allowable amounts as adjusted for prior overpayments or underpayments.
- H. A Task Order shall contain the following:
- Date of request;
 - Contact number;
 - Description of work;
 - Duration of performance of work; and
 - Estimated cost of performance and delivery of product tasked.
- I. Task Orders will be issued on an as-needed basis. Contractor/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 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:

DC Housing Enterprises c/o

District of Columbia Housing Authority

Attn: Office of Financial Management

1133 North Capitol Street, NE, Suite 329

Washington, D.C. 20002-7599

Invoices may be emailed to: DCHEpayments@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 and DCHE Accounts Payable 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)twenty (20) pages excluding the Cost Proposal, supporting materials, and exhibits.** Offerors shall submit one (1) original and four (4)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

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.

1. Experience and Knowledge

Provide at least three (3) examples of specific client engagements that have been executed within the past five years that demonstrate the Respondent's expertise required for this solicitation. Descriptions should include the date of the engagement, scope, contract amount, client name, contract period, narrative of the respondent's role on the engagements, narrative of the engagements concept including vision, goals, and existing challenges.

2. Past Performance

Describe experience working with Housing Authority(ies), CDFI's, tax credit investment funds, and/or similar clients. Identify and discuss knowledge the team has of various affordable real estate tax-credit incentive programs (NMTC, HTC, LIHTC, Opportunity Zones) from past experience.

3. Work Plan

Provide a work plan where the goals and objectives from the proposal are explicated into a series of defined tasks which, if completed, will manifest the project into reality. Respondents should include a description of various project risks and how they will be mitigated.

4. Company Trade Affiliations

Provide a list of Company Trade Affiliations and a listing of staff identified to provide services under a DCHE contract. Include an experience summary / resume that provides a description of their respective roles and responsibilities, work hours each individual will devote to the project, licenses and certifications as evidence of entity and key individuals trade affiliations and ability to provide services required to complete the Scope of Services.

5. References

Provide three (3) references letters from previous clients (Housing Authorities, CDFI's, investment funds) for work designing and implementing programs of a similar scope as the one proposed in this solicitation.

6. Timeline

Provide a project time-line in a Gantt chart indicating when each task will be undertaken and completed. Specific dates are not necessary. Every

task should appear on this time-line with a brief description of each task. Provide narratives when appropriate.

7. 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
Attachment E-	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 I-	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

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

PART II: Cost Proposal

6. [Price Proposal- Exhibit 1](#)

Detailed Fee Proposal:

Provide a breakdown of unit prices per fee schedule of hourly rate of personnel classification to complete the objective of DCHE's objectives.

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 **156.5** 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
Experience and Knowledge Experience and knowledge: Respondents are required to provide three (3) examples of previous experience in designing and implementing tax-advantaged real estate programs by coordinating the efforts of multiple consulting groups. Direct experience establishing programs, including New Market Tax Credits programs, for other CDFI's or Public Housing Authorities will be deemed the highest value experience.	30
Past Performance Past Performance: Illustrates significant experience with multiple forms for real estate investment tax credit programs (NMTC, HTC, LIHTC). Additionally, Respondents will demonstrate strong experience working with CDFI's, Public Housing Authorities, tax credit investors, and real estate developers.	22
References Provide letters of reference from previous clients that illustrate the Respondents experience and ability to execute the scope of work discussed in this solicitation	15

<p>Documentation of Certifications, Licenses and Industry Affiliations List & Documentation of Licenses, Certifications, Affiliations: Illustrated evidence of entity and key individuals ability to provide services required to complete the Scope of Work by providing the following items: (1) Company Trade Affiliations (2) Listing of staff identified to provide services under a DCHA contract (3) Staff Overview /resume providing a description of respective roles and responsibilities, work hours each individual will devote to the project, licenses and certifications.</p>	7
<p>Work Plan Work Plan: The proposed work plan will clearly outline roles and responsibilities of the various subject matter experts that will be required to work on the project. In addition, the work plan will provide enough granular detail to provide transparency into each step of effort required for various project milestones.</p>	10
<p>Timeline The time line meets the established timing limitations for the project. In addition, it also includes the necessary periods for DCHE to review draft work and provide comments for the finalized version.</p>	10
<p>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</p>	2020
COST	
<p>Fee Proposal and breakdown Complete Exhibit 1 -Fee Proposal to provide pricing that is consistent with the Scope of Services. The Fee Proposal shall provide a breakdown of rates for each personnel classification by nature of the work required to complete the objective of DCHE. Points assigned to Respondent in this category will be based on the unit price and will be compared in accordance with the total price provided. The Respondent with the overall lowest price will receive the maximum points. All other proposals will receive a proportionately lower total score.</p>	30
TOTAL MAXIMUM POINTS TECHNICAL & COST	
144	

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 Procurement 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 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)

DCHE 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, DCHE 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, DCHE 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)

156.5

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 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 DCHE prior to pursuing a protest with the Federal agency, defined below. Guidelines and procedures that must be followed are presented herein.

DEFINITIONS

Procurement Officer. The person within DCHA or DCHA duly authorized by the governing body thereof to administer contracts for and in the name of DCHA and 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 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 DCHE Authorized Representative'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 Authorized Representative, or other time period required by the selected court of competent jurisdiction, as applicable.
6. The DCHA Board of Commissioners nor DCHE Board of Directors have 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., Monday, March 25, 2019.** Inquiries/questions shall be emailed to Lolita Washington to lwashing@dchousing.org with copy to business@dchousing.org.

OFFERORS ARE INSTRUCTED SPECIFICALLY TO CONTACT ONLY THE SOLICITATION ISSUING OFFICE IN 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)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.11:00 a.m., Tuesday, April 2, 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
Letter Solicitation Number: DCHE 2019- 02
“DCHE Opportunity Zone Business Plan”

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