
**DISTRICT OF COLUMBIA HOUSING AUTHORITY
CONTRACTS AND PROCUREMENT**



LETTER SOLICITATION NO.

0027-2019

ISSUE DATE: June 11, 2019

CLOSING DATE: June 25, 2019

CAPTION: Administrative Hearing Officers

Dear Prospective Offeror:

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

INTRODUCTION

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

OVERVIEW

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

BACKGROUND

Title 14, District of Columbia Municipal Regulations, Chapter 63, Low Rent Housing Grievance Procedures (14 DCMR 63), Title 24, Code of Federal Regulations, Part 966, Subpart B – Grievance Procedures and Requirements (24 CFR) 966.50-57 provide guidance on the Authority’s implementation of the required Grievance Procedures. Title 14, District of Columbia Municipal Regulations, Chapter 89, Housing Choice Voucher Program, Informal Hearing Procedures (14 DCMR 89), 24 CFR, Part 982, Subpart L – Family Obligations; DCHA 0027-2019 Administrative Hearing Officers

Denial and Termination of Assistance (24 CFR) 982.554-5, and the HCVP Administrative Plan provide guidance on the Authority's implementation of the required Informal Hearing Procedures.

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

QUALIFICATIONS

Interested Offerors are required to have experience in conducting administrative hearings in the area of federal housing/landlord and tenant law on an as needed basis. Requirements include:

- A. Currently admitted to practice law in the United States;
- B. Substantive knowledge in conducting administrative hearings, dispute resolution/arbitration;
- C. Substantive knowledge of landlord and tenant matters; and
- D. Substantive knowledge of Public Housing and Voucher Programs.

SCOPE OF SERVICES

Offerors shall provide the following primary deliverables; however, this list is not all inclusive.

Contractor shall

- A. Maintain availability to accept assignment of cases on a regular and/or an expedited basis;
- B. Accept assigned cases upon initial contact;
- C. Timely notify OFH of cancelations or scheduling conflicts after accepting assigned cases not less than 24 hours prior to the scheduled hearing date via email with confirmation.
- D. Timely convene and preside over informal administrative hearings held in accordance with the provisions of the District of Columbia Housing Authority's Administrative Plan, Title 14 of the DCMR and

other applicable laws.

http://www.dchousing.org/docs/201210181601255531_HCVP_Administrative_Plan.pdf

- E. Efficiently manage hearings and the decision process to minimize costs in issuing Proposed Decisions.
- F. Conduct a fair, impartial, effective, and efficient disposition of cases and resolve critical cases or problems.
- G. Review all hearing complaint packages provided by OFH prior to the scheduled hearings.
- H. Preside over hearings to convene a grievance hearings within five (5) to thirty (30) working days after notification has been provided to Contractor.
- I. Preside over hearings that require an expedited grievance process, where the turnaround time may be five (5) to seven (7) working days.
- J. Maintain a digital recording of each hearing as may be required. Digital recording hearing proceedings shall be recorded in Windows Media Audio (wma) format using the OFH recording apparatus; hearings by the recording apparatus is used to complete digital recording of hearing proceedings; and the original recordings are kept on site for not more than three (3) years however, the offeror may keep a copy of the same for not more than one (1) year.
- K. Prepare a fair and legal sufficient written decision, within ten (10) working days after the close of the hearing. The decision must be clear and concise and supported by pursuant to 14 DCMR 63, 89 and applicable laws. The decision must also include the following: (i) Opening Statement; (ii) Issues to be Decided; (iii) Position of the Parties; (iv) Findings of Fact; (v) Conclusions of Law; and (vi) Proposed Decision and Order. In addition, prepare a fair and legally sound written decision for an expedited grievance process, where the turnaround time may be one (1) to three (3) working days.
- L. Demonstrate a mastery of the District and Federal laws, including familiarity and understanding of DCHA's Administrative Plan.
- M. Demonstrate a thorough knowledge of laws, regulations, evidence rules and procedures relating to administrative proceedings.
- N. Compile and maintain the official hearing record for all relevant documents (including any exhibits introduced at the hearing or submitted by any party) from the time that the duplicate complaint file is

forwarded to the Hearing Officer following the scheduling of the hearing until the Hearing Officer's Proposed Decision is rendered. All corresponding exhibits must be forwarded to OFH for inclusion in the central grievance file.

- O. Preclude personal commentaries before, during or after a hearing and maintain professional decorum with the Public Housing residents, HCVP participants, and employees of DCHA.
- P. Maintain invoice records up to one (1) year following completion of the hearing and make all records available to DCHA upon request.
- Q. Submit timely hearing decisions to OFH. Decisions must be submitted to OFH within ten (10) business days in writing by hand delivery, email, and/or fax. Failure to do so may result in a deduction in the amount paid to Contractor.
- R. Submit Expedited Decisions to OFH within three (3) business days in writing days by hand delivery, email, and/or fax. Failure to do so may result in a deduction in the amount paid to Contractor.
- S. Not; is strictly prohibited from participating in DCHA's Housing Choice Voucher Program as a participant, applicant, and/or landlord, to prevent any conflicts of interest. Contractor shall also be strictly prohibited from being a resident or applicant of the Low Income Public Housing (LIPH).

Failure of the Contractor to comply with the aforementioned requirements may be grounds for either a reduction in cases or termination of the Contract, in accordance with the Termination clause. Any such action taken shall be at the sole and absolute discretion of DCHA.

DCHA's OFH shall administer this contract. OFH shall ensure compliance with time limits applicable to all stages of the grievance process mandated by Federal and Local regulations.

- A. Specifically, OFH shall be responsible for the following:
 - (1) Assignment of cases to Hearing Officers,
 - (2) Timely notify Contractor of cancelations or continuances after Contractor accepts assigned cases not less than 24 hours prior to the scheduled hearing date via email with confirmation;
 - (3) Notice to all interested parties of scheduled hearings;
 - (4) Furnish complaint files to the Hearing Officer;
 - (5) Provide space to conduct hearings;
 - (6) Maintain complete digital recordings of all hearings as required;
 - (7) Monitor the ten (10) day maximum time frame for the submission of

- proposed Decisions prepared by the Hearing Officer;
 - (8) Monitor the three day maximum timeframe for the submission of expedited Proposed Decisions prepared by the Hearing Officer;
 - (9) Distribute copies of the Hearing Officer's Proposed Decision;
 - (10) Ensure the issuance of Final Decisions;
 - (11) Process payment documents in coordination with the Office of Financial Management (OFM);
 - (12) Monitor case files for compliance.
- B. In order to comply with Federal and local regulations, OFH will monitor the timeliness of the contractors Hearing Decisions and administer deductions from Contractors payments according to the following objective factors:
- (1) If the hearing decision is one (1) to five (5) days late, twenty-five percent (25%) will be deducted from the total amount due.
 - (2) If the hearing decision is six (6) to ten (10) days late, fifty percent (50%) will be deducted from the total amount due.
 - (3) If the hearing decision is eleven (11) to twenty (20) days late, seventy-five percent (75%) will be deducted from the total amount due.
 - (4) If the decision is more than twenty (20) days late, **no payment** will be made to the Contractor.
- C. OFH will monitor the timeliness of Contractors Expedited Hearing Decisions, pursuant to 24 C.F.R. § 966.55(g) and 14 DCMR § 8903 and administer deductions from Contractors payments according to the following objective factors:
- (1) If the hearing decision is one (1) day late, twenty-five percent 25% will be deducted from the total amount due.
 - (2) If the hearing decision is two (2) days late, fifty percent (50%) will be deducted from the total amount due.
 - (3) If the is hearing decision is three (3) days late, seventy-five percent (75%) will be deducted from the total amount due.
 - (4) If the decision is more than four (4) days late, no payment will be made to the Contractor.
- D. Deductions made to the invoice total amount submitted are within the sole discretion of DCHA and will be made in accordance with the paragraphs B and C and above. However, OFH reserves the right to waive the deduction to the amount due if it is determined that extraordinary circumstances prohibited Contractor's compliance with the submission deadlines. Such Determination are based upon:
- (1) If Contractor has an extraordinary circumstance that prohibit

compliance with the submission deadline, Contractor must notify OFH in writing prior to the hearing decision due date and request waiver of the deduction. Failure to submit a timely request for waiver by the Contractor will result in a deduction, in accordance with paragraphs B and C above;

- (2) Any deduction shall be at the sole discretion of DCHA. Contractor shall have no right to appeal or contest a deduction made to the payment amount by OFH.

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

SECTION 3 REQUIREMENTS

All contractors shall comply with the Section 3 program, as defined in the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3), amended by the Housing and Community Development Act of 1992 (1992 Act commonly known as and herein after as the Section 3 Program). Section 3 compliance requires all contractors performing work on behalf of 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 three (3) years from the date of contract execution, as deemed appropriate in the representation of DCHA; based upon the availability of funds.

TYPE OF CONTRACT

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

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

MANNER OF AWARD

DCHA may award a contract upon the basis of the initial proposal received, without discussion. Therefore, each initial proposal should contain the Offerors best and final terms from a cost and technical standpoint. Proposals shall represent the best efforts of the Offerors and will be evaluated as such. Proposal should set forth full, accurate, and complete information as required by this Letter of Solicitation.

INSURANCE

The successful Offeror, 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 (as applicable).

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 {Required for Coverages below \$1M Occurrence and \$2M Aggregate}
\$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 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- [RESERVED]

PAYMENT/INVOICES

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

DCHA shall pay for services on a monthly basis (Net 30).

Submission of Payment Requests

DCHA 0027-2019 Administrative Hearing Officers

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
- 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 Letter of 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. Documentation to Substantiate Past Experience

Provide the Offerors demonstrated successful experience with providing work most similar to the Scope of Services; for clients similar to DCHA. Include substantive experience in conducting administrative hearings, disputes and resolutions/arbitration, and substantive knowledge of landlord and tenant matters, Low Income Public Housing (LIPH), Housing Choice Voucher Program (HCVP) and Section 8 Housing and mastery of the District of Columbia and Federal Laws and DCHA's Administrative Plan.

4. Identification of Team Members and Staffing Plan

Provide the Names 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. Provide Writing Samples

Writing samples shall be no more than ten (10) pages, which exemplify your legal writing ability. Writing samples may consist of portions of pleadings, motions, briefs, etc., preferably in "Findings/Conclusions" format.

Offerors will be interviewed and required to orally articulate an opinion based on a sample fact pattern provided by DCHA Stakeholders.

6. 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.

7. 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.

Confirmation of admission to practice law in the United States.

8. 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.

9. Exhibits, Certifications & Affidavits

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

Exhibit I	Fee Proposal
Attachment A	DCHA Mandatory Clauses for Small Purchases Other than Construction
Attachment B	HUD 5369 C Representations, Certifications of Offerors (Non-Construction)
Attachment C	Section 3 Action Plan
Attachment D	Section 3 Contractor Compliance Agreements
Attachment E	Wage Determination

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

PART II: Fee Proposal

1. Fee Proposal- Exhibit 1

Offerors shall complete and submit Exhibit I-Fee 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 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.

Offerors shall ensure that the Fee 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 **147.5** points.

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

The following point value will be used for evaluation purposes with the points shown being the maximum number that can be awarded for each criterion.

TECHNICAL AND COST

CRITERIA	MAXIMUM POINTS
<p>Documentation to Substantiate Past Experience</p> <p>Provide the Offerors demonstrated successful experience with providing work most similar to the Scope of Services; for clients similar to DCHA. Substantive experience in conducting administrative hearing, disputes resolutions/arbitration. Substantive knowledge of landlord and tenant matters. Substantive knowledge of Low Income Public Housing (LIPH) and Housing Choice Voucher Program (HCVP) Section 8 Housing. Mastery of the District of Columbia and Federal Laws, Including the DCHA’s Administrative Plan</p>	<p>20</p>
<p>Documentation to Substantiate Service Approach</p> <p>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.</p>	<p>15</p>
<p>Demonstrate Mastery of the District and Federal Laws</p> <p>Mastery of the District of Columbia and Federal Laws, Including the DCHA’s Administrative Plan</p>	<p>15</p>
<p>Interview</p> <p>Offerors will be required to orally articulate an opinion based on a sample fact pattern provided by DCHA Stakeholders</p>	<p>10</p>
<p>Writing Sample</p> <p>Based on fact pattern provided by DCHA Stakeholders for its review. Writing samples should not be more than 10 pages which exemplifies legal writing ability and may consist of portions of pleadings, motions, briefs, etc. preferably in “Findings/Conclusions” format</p>	<p>20</p>
<p>References</p> <p>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>Section 3</p> <ol style="list-style-type: none"> 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>20</p>
<p>COST</p>	

<p>Proposed fee and breakdown Breakdown showing a fully burdened hourly rate (inclusive of direct salary rates; overhead rates; general and administrative rates, if any; and profit or fee) for each personnel classification by nature of the work required to complete the Scope of Services included within this Letter of Solicitation. Offerors shall ensure that the Fee 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>20</p>
<p>TOTAL MAXIMUM POINTS TECHNICAL & COST</p>	<p>135</p>

BONUS POINTS

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

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

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

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

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

The points shall be awarded to the Offeror based on a review of the Offeror, either party of a joint-venture, or 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 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) 147.5

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 intends to award 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., Tuesday, June 18, 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., Tuesday, June 25, 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: 0027-2019
"Administrative Hearing Officers"

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