
DISTRICT OF COLUMBIA HOUSING AUTHORITY
CONTRACTS AND PROCUREMENT



REQUEST FOR PROPOSAL

0008-2020

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CAPTION: Property Management Agent

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SECTION A –INTRODUCTION

A.1 OVERVIEW

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. 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’s (“HUD”) Moving to Work (“MTW”) Demonstration Program.

A.2 BACKGROUND

DCHA Property Maintenance Operations (PMO) is responsible for property management, maintenance and upkeep throughout DCHA properties. DCHA PMO requires a licensed qualified Property Management Agent to provide comprehensive Property Management Services for five (5) DCHA properties in support of two of DCHA’s initiatives to (1) Create opportunities to improve the quality of life for DCHA residents through collaboration and partnerships Reorient to emphasize resident focus and Provide livable housing to support healthy and sustainable communities.

DCHA contemplates resuming management of properties included within the solicitation over the next two years. In doing so, DCHA reserves the right to modify the term of any Property Management Agreement awarded as a result of this solicitation. DCHA may also award of multiple contracts for two-year terms; based upon the availability of funds, resulting from this solicitation.

DCHA invites highly qualified and insured firms (“Respondents”) to submit proposals in response to this Request for Proposal (RFP) solicitation.

A.3 ECONOMIC INCLUSION- [RESERVED]

A.4 SELECTION PROCESS- [RESERVED]

SECTION B – SCOPE OF SERVICES

B.1 DESCRIPTION OF SERVICES

As a result of this solicitation, the Property Management Agent (Agent) will enter into a Management Agreement with DCHA to provide comprehensive property management services at the five (5) DCHA properties included in this solicitation as follows

- Claridge House~ 1221 M Street NW 20009

Claridge Towers, constructed in 1967, renovated in 2008, is a ten-story high-rise community of 343 one and two-bedroom units servicing senior and disabled residents. Located in a diverse neighborhood near Logan Circle and the Mt. Vernon Metro Station, the facility features apartments with large patios, laundry facilities, a community room and a garage. An active resident council provides many events and services for residents for the community that is also only a short distance from downtown Washington and Chinatown.

- Horizon Towers~ 1150 12th Street NW 20009

Horizon House, constructed in 1964, renovated in 2008, is a 10-story high-rise building serving senior and disabled residents. It has 105 units made up of efficiency and one-bedroom apartments with hardwood floors. Horizon House has two elevators and is located in a diverse neighborhood near Logan Circle. Downtown Washington is just a short walk away. The community features a basketball court and playground. Close to shopping and other retail opportunities.

- Regency House~ 5201 Connecticut Ave NW 20015

Regency House, constructed in 1964, renovated in 2008, is a nine-story high-rise servicing senior and disabled residents. It has 160 units made up of efficiency and one-bedroom apartments with hardwood floors. Regency House has two elevators and is located in a beautiful neighborhood on Connecticut Avenue, is easily accessible to public transportation, and shopping is nearby.

- Sibley Family & Plaza~ 1140 North Capitol Street NW 20002

Sibley Plaza, constructed in 1968, includes a 10-story high-rise and townhouses (Sursum Corda) servicing families, seniors and disabled residents. It has 174 units made up of one, two and four-bedroom units. The high-rise building has two elevators, 24-Hour Security, a Recreation Room with a youth tutoring program and a computer-training center. Most units feature balconies and have central heat and air conditioning. The community is a short walk from the NoMa neighborhood; it is close

to public transportation and shopping, including a pharmacy and grocery store.

- Sursum Corda~ 97 K Street NW 20001

Sursum Corda, constructed in 1968, renovated in 2008, includes a ten-story high-rise (Sibley Family & Plaza) and townhouses. It has an on-site computer-training center, youth tutoring program and is just a short walk from Union Station. The townhomes have central heat and air conditioning. The community includes Off-Street Parking. Sursum Corda is a Turn Key property submitted for HUD Demolition/Disposition that will be managed from Sibley Plaza until demolished.

- Lincoln Road~ 11 R Street NE 20001

Lincoln Road, constructed in 1900, is a four-story walkup with 20 units made up of one- and two-bedroom apartments. It is a quaint building with unique architecture and is conveniently located near Rhode Island Avenue and North Capital Street. Lincoln Road is not far from the upcoming NoMa neighborhood, has nearby public transportation and is within walking distance of grocery stores and boutique shops. Lincoln Heights is a property identified to convert to a HUD Rental Assistance Demonstration (RAD) that will manage until RAD conversion.

The agent shall be responsible for providing the following primary services that include but are not limited to preparation of a management plan and annual budget; apartment leasing; rent collection; lease enforcement; all maintenance responsibilities; Human Capital management to include staff hiring, termination, training and annual performance review; tenant income review; unit and building inspections; capital improvements and repairs; purchasing supplies and services; financial reporting and resident relations to ensure safe and secure communities.

The agent shall provide comprehensive property oversight and report monthly on the status of property condition and operations. Reporting shall include monthly reporting of operational status by location which will consist of changes in staff, maintenance activity, quantity of service calls, quantity of service orders completed as well as detailed explanation regarding outstanding service order issues and occupancy of each site, which provides a total number of vacancies and detailed information for any vacancies exceeding thirty (30) days. Waiting list status report consisting of number of new applicants, number of dropped, and total for each waiting list by applicable site. Monthly report of vacancy rate, vacancy turns days, vacancy costs and narrative report identifying any issues/concerns or positive circumstances for all sites.

B.2 DCHA EXPECTATIONS AND PRIORITIES

DCHA has established priorities and baseline expectations for Property Management Services. The Agent and staff will influence and impact the lives of many people locally. The quality of site employees that the property management firm attracts and retains represents the largest determining factor in the success of the properties. Additionally, operational costs have a major impact on the success of the property. Therefore, DCHA is seeking to improve efficiencies and employ cost containment strategies throughout all of the properties included within the solicitation.

DCHA's expectations and priorities as they apply to the best quality of management and service to our customers.

- DCHA expects that Agent understands that it is essential to provide exceptional customer service to residents.
- DCHA is a public agency that is accountable to multiple governing boards. DCHA strives to employ the best practices in the real estate industry, serving the needs of the clients, while at the same time controlling costs without sacrificing quality.
- Each property operates as an individual entity and therefore must generate sufficient income to support all cash requirements within that property. Achievement of budgeted returns to DCHA is the expectation.
- Whether tax credit, bond-financed, or other regulatory agreement, all properties must consistently comply with program and lender requirements. Property Managers must understand and enforce regulatory agreement requirements.
- Strong marketing, leasing programs, and tenant retention programs are critical.

A. Property Managers/Supervision

The agent must employ Property Manager(s) with a minimum of five years of experience and a strong background in managing affordable housing.

1. The Property Manager(s) must have a clear understanding of the objectives and obligations at each property, and communicate with site employees to share the information. DCHA expects the Property Manager to complete frequent site visits consistently and communicate monthly with residents and DCHA.

2. Site employees who fail have a long-lasting adverse impact on the overall performance of the property. Property Management employee screening, selection, and training shall be systematic and thorough. The agent shall utilize programmatic standards and formal training at each property and promptly issue to new employees.

B. Financial/Accounting

1. The agent must have the (SQL Data0-Based) software with the capability to deliver accrual-based accounting reports by property that comply with typical audit standards and report to DCHA on a standardized chart of accounts. Agent shall have proper internal controls for account reconciliation, security, and electronic backup. DCHA uses Yardi Systems Voyager, proprietary software designed for the financial management of Public Housing Authority's (PHA's).
2. Each property is audited on a routine basis. Proper preparation and assistance with audits, both internal and external, and prompt interaction with the auditing firm is required.
3. Initial budgets for each property, must be prepared by the Agent with supplemental written assumption and documentation. Budgets will be reviewed and approved by DCHA. Site staff must be fully informed of the budget, as DCHA regards the budget as a functioning document to inform spending decisions at the site level and to evaluate success of the property.
4. The agent must work with the DCHA finance department to ensure the most efficient system of reporting.

C. Maintenance and Capital Needs

1. The agent must use a maintenance request and a routine maintenance tracking program, offer emergency maintenance services, and establish preventive maintenance procedures. The agent will also participate in capital needs planning for every asset.
2. The agent shall assist in making recommendations regarding the selection of materials that will improve the longevity of every asset.
3. The agent shall use qualified and trained maintenance staff with adequate oversight for quality control.

D. Procedures

1. The agent must demonstrate expertise in program compliance and stay up-to-date on current compliance requirements.

2. The agent must demonstrate expertise with implementation and oversight of affordable housing programs such as Housing Choice Voucher (HCV), Project-Based Section 8 and bond/tax credit financed properties.
3. The agent must apply comprehensive compliance procedures including but not limited to fair housing training, thorough tenant screening, and documented reasonable accommodation processes.

B.3 PROPERTY MANAGER'S RESPONSIBILITIES

The Property Manager will be required to provide full-service professional property management services necessary to maintain and preserve the units and property for each property awarded pursuant to and in accordance with this solicitation. The Property Manager will be responsible for regularly assessing the conditions of the buildings and its systems; developing and implementing building operations, preventive maintenance, and establishing capital plans necessary to maintain, preserve, and keep the premises in good repair and condition.

The services of Property Managers are to be of a scope and quality generally performed by professional property managers and performed in a reasonable, diligent and responsible manner.

Services shall be provided with the highest standards of professionalism, skill, workmanship, and applicable trade practices and shall conform to all applicable codes and regulations.

The Property Manager's primary responsibilities shall include but are not limited to the following:

1. Maintain continuous communication with assigned DCHA staff on all property-related issues including conducting meetings and providing required written reports monthly or such other schedule as may be determined.
2. Assess the conditions of the buildings and their systems and review all existing warranties, manufacturer's instructions and other contracts within the first thirty (30) days of the contract. The Property Manager shall then formulate a preventive maintenance schedule following the manufacturer's recommendations.
3. The agent must develop and implementing a comprehensive operation plan and manual including preventative maintenance plans and a five-year capital plan per an agreed timeline approved by DCHA.

4. Review the existing building-related condition and making recommendations to DCHA on critical building component failures that require immediate attention.
5. Develop Annual Operating and Preventative Maintenance Budgets per an agreed timeline for submission to and approval by DCHA.
6. Hire or cause to be hired, paid and supervised, all persons necessary to properly maintain and operate the buildings which, in each instance, shall be the Property Management Agent's (not DCHA's) employee.
7. The agent must maintain the properties in such condition as required by this RFP and as otherwise may be deemed advisable by DCHA including preventative maintenance on the building and equipment, painting, interior and exterior cleaning, and causing routine repairs and incidental alterations of the building to be made, including, but not limited to, electrical, plumbing, carpentry, masonry, elevator and any other routine repairs and incidental alterations as may be required in the course of ordinary maintenance and care of the building. Where specifications or standards are not included herein, maintenance shall be in accordance with the manufacturer's recommendations and standards.
8. The agent must ensure that maintenance and repairs are performed by trained technicians and whose normal hours of operation are minimally 8:00 AM to 5:00 PM Monday through Friday.
9. Solicit, bid and contract for any necessary for HVAC, equipment maintenance, janitorial, window cleaning, trash removal, landscaping, lawn care, tree maintenance, extermination services, fire alarm testing, inspection and monitoring, and other services as shall be advisable.
10. The agent must ensure that any equipment to be replaced shall be new and shall be manufactured by a reputable manufacturer. All substitutes for the original manufacturer's equipment related to the upgrading of equipment shall be Energy Star® compliant, if available. The Property Manager shall submit any proposed purchases to DCHA for its review and approval.
11. The agent must ensure that any new equipment is guaranteed for a minimum of one (1) year from the date of replacement and replaced at no cost to DCHA if found defective during that time. The Property Manager shall obtain cost estimates for extended warranties on new installations and consult with DCHA regarding the purchase of such contracts.

12. The agent must provide emergency services as needed on a twenty-four (24) hour, seven (7) days a week basis. The Property Manager agrees to provide an emergency telephone service on a twenty-four (24) hour, seven (7) days a week basis. From the time of the call by DCHA tenants or staff, the Property Manager has a maximum of one (1) hour to respond to the emergency.
13. Establish, subject to DCHA's approval, a segregated bank account (hereinafter referred to as the "Operating Expense Account") with a bank, subject to DCHA's approval, for the purposes of maintaining funds available for property management, general maintenance, payment of supplies, equipment, and services associated with maintaining and repairing the sites.
14. Maintain a log of all hours of work completed by all employees and subcontractors. Reviewing all bills received for services, work, and supplies ordered in connection with maintaining and operating the sites and cause such bills to be paid from funds deposited in an Operating Expense Account.
15. Provide monthly financial reports to DCHA and, when necessary, developing plans to address any possible funding shortfalls.
16. Establish and maintain orderly books, records and files containing correspondence, receipted bills, contracts and vouchers and all other documents and papers pertaining to the properties and the operation and maintenance thereof, which DCHA may review at any time.
17. Provide information and training to advise employees of potentially hazardous substances known to be in the work place. Part of this information is a collection of Material Safety Data Sheets for all chemicals used by contract vendors. Before any chemical product is used on or in the building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by DCHA before the chemical is applied.
18. Provide written monthly reports to DCHA within three (3) working days of the end of each month, including a precise description of services provided to the buildings, including all systems and equipment, number of employees/subcontractors involved, and the costs incurred.
19. Provide building management services including, but not limited to:
 - a. Lighting systems

- b. Pest management
 - c. Electrical switchgear and electrical systems
 - d. Landscaping, tree maintenance, and maintaining walkways
 - e. Daily responsiveness to problems identified by DCHA tenants or staff
 - f. Fire Alarm and fire suppression systems
 - g. Custodial cleaning
 - h. Plumbing
 - i. Maintain grounds and parking lot
 - j. HVAC
 - k. Window Cleaning
 - l. Security
 - m. Painting
20. Provide property management responsibilities including, but not limited to:
- a. Complete monthly site inspections and provide verification of such inspection.
 - b. Solicit written bid proposals from at least three (3) qualified suppliers or service providers on each requirement having an expected value greater than \$3,000.
 - c. Provide five (5) year Capital Repair and Improvement Plan.
 - d. Provide adequate staff to maintain and perform routine inspections and required maintenance.
 - e. Maintain all site/equipment manuals.
 - f. Provide timely monthly operating reports with the invoice.
 - g. Review work order, maintenance tracking and scheduling systems.
 - h. Provide Operational and Preventative Maintenance Plans.
21. With the prior written consent of DCHA, negotiate and review contracts to be entered into by the Property Manager for capital repairs and improvements to the properties and supervising all work to be performed under such contracts and authorizing payment for all work performed under such contracts.

22. The Property Manager will be responsible for the completion of a variety of administrative and reporting requirements as part of its Management Fee including:
- a. Upon award of the contract and before the start of any work, the Property Manager shall be available for an initial job meeting with DCHA. This meeting shall include a review of all facility use rules and an introduction to the organization and appropriate staff.
 - b. Unless otherwise determined, there shall be meetings at least monthly for the following purposes:
 - i. Review building management progress and quality of work.
 - ii. Identify and resolve problems.
 - iii. Coordinate the efforts of all concerned so that these services are rendered efficiently and effectively.
 - iv. Maintain a sound working relationship between the Property Manager and DCHA.
 - v. Maintain a mutual understanding of the contract.
 - vi. Maintain sound working procedures.
23. Perform such other building management tasks for DCHA properties as may be mutually agreed upon.
24. Maintain financial records and submit financial reports as required by DCHA, including but not limited to:
- a. Approve and disburse expenses for ordinary operating needs as approved in the annual budget.
 - b. Increase net operating income and enhance the value of the property by maximizing income and controlling expenses.
 - c. Implement an aggressive rent collection program.
 - d. Prepare, analyze, and/or approve annual operating budget(s), and cash flow reports.
 - e. Perform present value analysis on leases.
 - f. Analyze or prepare program operating statements (including financial) and, when appropriate, recommending changes or taking action.

- g. Analyze actual versus planned expenditures and establishing a program for correcting unfavorable variances.
 - h. Assist by reviewing and evaluating ad valorem tax assessments and recommending possible appeals to reduce or correct assessments.
 - i. Analyzing the cost of major equipment purchases and recommending possible alternatives to purchasing.
 - j. Provide financial calculations and reports as required by the Authority (e.g., monthly trial balance in electronic format).
25. Provide Risk Management services to include but not limited to:
- a. Authorize and/or recommend levels of insurance coverage for properties.
 - b. Maintain adequate levels of insurance.
 - c. Compose and/or implement a risk management program.
 - d. Investigate claims relating to accidents, vandalism or property damage, and recommend action and/or submit claims for payment to the insurance carrier.
26. Provide Marketing Services to include but not limited to:
- a. Prepare and implement Management, Marketing and Tenant Selection Plans. (Note: Plans are prepared according to Authority approved outlines, which will be provided to the successful Respondent.)
 - b. Handle marketing, promotion, and leasing programs based on a local market analyses.
 - c. Advertise vacancies through selected media and contacts.
 - d. Develop, implement and maintain resident retention programs.
27. Provide administrative/leasing services to include but not limited to:
- a. Provide or arrange for the provision of required services to the tenants.
 - b. Maintain community goodwill.
 - c. Computerize all property data and provide computerized reports as required by the Authority.

- d. Investigate and respond to inquiries from the public sector concerning the property and/or prepare reports required for compliance with current or future laws and public policies.
- e. Develop or recommend changes to standard legal form documents (i.e., leases, rules and regulations, contract forms, etc.)
- f. Complete certifications of tenant eligibility, subsidy documents, etc., as required by the Authority and other governmental agencies.
- g. Negotiate, execute, and administer leases to ensure compliance with all policies.
- h. Handle day-to-day operations of property, including supervising staff, administering contracts, and conducting unit and property-wide inspections.
- i. Hire, instruct, and maintain personnel to staff the property, and purchase supplies as needed for proper operation.
- j. Perform energy audits and recommend and implement conservation programs.
- k. Provide purchasing and work order systems, authorize and pay bills, and maintain computerized records for quick reference.
- l. Perform other duties as deemed necessary by the Authority.

B.4 STAFFING

The agent will be responsible for the recruitment, assignment, supervision, and, if necessary, termination of all site staff as well as maintaining satisfactory standards of employee performance. The agent is responsible for the payment of all wages, benefits, and payroll taxes for all site employees, subject to all applicable Federal and local regulations.

The agent must provide DCHA with the qualifications of prospective site managers and maintenance supervisors or maintenance managers prior to being assigned to the property. The person occupying the position of site manager must have, at a minimum, three years property management experience, with experience at subsidized properties and property management certification, such as CPM, ARM or PHM. The person managing maintenance operations must have, at a minimum, five years' experience in property maintenance, with at least two years in a supervisory position.

B.5 OFFICE SPACE AND HOURS

The agent shall maintain an on-site management office for conducting activities related to management of the property in space provided by DCHA. Business activities not related to management of the property may not be conducted in the on-site office. The office must be staffed and open to residents from 8:15 AM until 4:45 PM four days per week excluding Federal Holidays.

B.6 TENANT SELECTION AND LEASING

The agent is responsible for offering units to lease at the property. DCHA will determine the eligibility of all applicants, maintain a waiting list of eligible applicants, and refer applicants from the waiting list to occupy vacant units upon request from the Agent. The Agent will be responsible for all documentation of unit rejections, prepare and execute all leases and, where required, issue parking permits.

B.7 RENT COLLECTION AND SECURITY DEPOSITS

The agent will be responsible for the collection of rents and charges owed by residents. All rents will be deposited in the property's operating account. The Agent will also be responsible for collecting, depositing, and disbursing resident security deposits and maintaining related records.

B.8 GRIEVANCE PROCEDURES

All residents of the property are entitled to a grievance hearing on matters that impact their tenancy, including rent increases and evictions, following HUD and the District of Columbia Municipal Regulations. Agent will implement the informal hearing and DCHA will coordinate any formal hearing subsequently required. A copy of the applicable regulations is available upon request, and online at www.dcregs.dc.gov/ Rules for Low Rent Housing, Title 14/Housing, Chapters 60 & 63.

B.9 RESIDENT RE-CERTIFICATIONS

Agent is responsible for determining continued resident eligibility for public housing and perform recertification and income redeterminations of income for all residents, in accordance with the DCHA Admissions and Continued Occupancy Policy found at Title 44/ Housing, Chapter 61.

Recertifications shall be performed at least biennially and when a change in resident income or household composition occurs. Agent shall execute all forms required for recertification and continued occupancy and shall retain these forms in the resident's file. Agent shall complete and document quality control reviews of all recertification's in accordance with DCHA protocols. Agent shall also revise re-certification procedures when and if, there is a change in DCHA's

Admissions and Continued Occupancy Policy.

B.10 LEASE ENFORCEMENT

The agent will be responsible for enforcing compliance with the terms of the lease, termination of leases, and initiating eviction actions against residents, including serving notices to vacate, and filing judicial actions. To perform this task Contractor will use its own legal counsel and consult with DCHA. Monthly reports of all notices serviced, writs served and evictions effectuated shall be reported to DCHA.

The agent will ensure that it complies with the applicable HCVP grievance procedures set forth in DCHA's administrative plan. Contractor will conduct annual resident income reviews as required by program and funding requirements. Residents who reside in the PBV units will also be required to comply with the recertification requirements of HCVP. Contractor will receive notice of the residents who must recertify under HCVP.

B.11 INSPECTIONS

The agent will be expected to perform daily inspections of grounds, building exteriors, building systems, interior common areas, and the community building. Contractor must include in its Management Plan a maintenance plan and schedule for conducting routine and annual inspections, including inspections to meet Housing Quality Standards ("HQS") and ensure annual compliance with HUD's Uniform Physical Conditions Standards (UPCS).

The agent must also complete documented housekeeping inspections of resident's apartments at least annually. Agent shall demonstrate experience at achieving good or consistently improving HUD Real Estate Assessment Center inspection scores. Agent will include in its Management Plan a maintenance plan and schedule for conducting routine and annual inspections.

B.12 RECORDKEEPING

The agent will maintain Property financial records, occupancy data and work orders in the integrated management database.

B.13 RECORDS

The agent will maintain a comprehensive and organized system of auditable records of all financial and management operations of the property in accordance with the applicable Federal and District of Columbia requirements and any other funding sources. Property records shall include all individual files for each resident and unit at the Property, records of vacancies, rent collections, maintenance requested and performed inspections, resident re-certifications, lease

enforcements, security, budget and financial records, and information related to fixed assets and equipment at the Property.

The agent must collaborate with DCHA to develop systems and protocols to provide this information to DCHA and/or for DCHA’s management database as efficiently as possible.

B.14 REPORTING

The agent will also provide reports or other information required by DCHA, the U.S. Department of Housing and Urban Development (HUD) and or other project funding sources, in the applicable electronic format as requested. Contractor will maintain partner relationships and provide reports to lenders, partners, and regulators as required by the management agreement, loan agreements, operating agreements, bond documents and other financing documents. Contractor will consult with DCHA staff to review its processes for creating all required reports. DCHA will specify the form and content of the reports. Contractor must provide all required reports to DCHA in an electronic format compatible with Microsoft Office. At a minimum, the following reports shall be provided as specified below

FREQUENCY	DESCRIPTION
Monthly	A monthly summary report of management indicators.
	Monthly Financial Reports: Rent roll, receivables and payables report, budget variance report, and cash disbursements report, bank statements and bank reconciliation reports.
	Monthly Vacancy Report: Listing of units vacated and occupied during the month.
	Other Monthly Management Reports: Reports on vacancy turnover, maintenance work orders, preventive maintenance, resident re-certifications, lease enforcement, semi-annual inspections, and security incidents.
	Recertification Reporting: Electronic reporting to HUD of income and household data collected from each resident family at recertification, transfer, and lease termination.
	Legal Actions: Notices to Quit Served and Evictions.
Semi-Annual	Inspection Certification: Certification and reports of the unit and common area inspections.
Annual	Financial Audit: A financial audit report prepared by a certified public accountant and performance and compliance supporting documentation.

B.15 PROPERTY INFORMATION AND EQUIPMENT

Within thirty (30) days of the effective date of the Contract, DCHA will deliver to the Agent all resident information, units, and maintenance records, building plans, equipment manuals, portable equipment, and any other information and equipment in its possession related to the management of the Property.

B.16 FIXED ASSETS AND BUILDING EQUIPMENT

The agent shall also maintain a complete and up-to-date inventory list of all fixed assets at the Property, including appliances, fixtures, furniture, building equipment, and maintenance equipment, as well as maintain keys to all units and common areas.

B.17 MAINTENANCE

The agent will be required to ensure that qualified and competent on-site maintenance staff provide proper management and turnaround of all maintenance and repair related issues arising on-site, including preventative maintenance, after-hours emergency maintenance response, periodic inspection of site, grounds, common areas, systems, and apartments required by DCHA to provide quality service to residents.

The agent will have the primary responsibility for performing maintenance and repairs on major building systems, including heating systems, central air conditioning systems, plumbing systems, fire alarm systems, security systems, automatic doors, roofing, foundations, floors, interior, and exterior walls.

The agent will be required to coordinate with DCHA for all applicable warranty items to assist in protecting the investment as well as assist in the implementation of any requested capital improvements required by DCHA.

The agent will be responsible for keeping applicable units in compliance with monitoring assessments associated with funding sources, including without limitation, HQS, and ensuring that the property is safe and secure for all residents.

The agent will shall also take a proactive approach to maintenance and perform all needed preventative maintenance work at the Property.

B.18 MAJOR SYSTEMS: REGULAR AND EXTRAORDINARY MAINTENANCE

Except for properties designated as elderly and disabled, Agent will have the primary responsibility for performing maintenance and repairs on major building systems, including heating systems, central air conditioning systems, plumbing systems, elevators, fire alarm systems, security systems, automatic doors, roofing, foundations, floors, interior, and exterior walls. The agent will also be responsible for performing any other necessary or extraordinary maintenance and repair work. The agent must obtain prior approval from DCHA before

performing any extraordinary maintenance work, including the major systems work specified above. DCHA will assume responsibility for performing any or all major systems maintenance and may adjust the operating budget of the Property accordingly.

B.19 UTILITIES

DCHA will maintain accounts for water/sewer, heating oil, natural gas, and electric services, and will pay all charges for these services and available funds to the property will be reduced by that amount.

B.20 COMMUNITY OUTREACH/SUPPORTIVE SERVICES

The agent will be part of an overall team with DCHA that will facilitate communication with resident and neighborhood groups to be a “good neighbor” in the larger community.

The agent shall promote and maintain good relations with residents and their representatives, neighborhood groups, and local government officials. The agent will be responsible for communicating to residents the community rules as stated in the approved lease, date and time of resident meetings, and any other information pertinent to resident life and tenancy through public posting and/or notices delivered to residents.

The agent shall also encourage initiatives to promote the social and economic development of the residents.

B.21 BUDGET MANAGEMENT

The agent will have full financial management responsibility, subject to DCHA’s review, including collecting, accounting for and safeguarding all rental and subsidy receipts, and paying normal operating bills, mortgages, fees, and taxes. The agent will be responsible for purchasing all required supplies and services consistent with approved operating budgets and procurement requirements. The agent will consult with DCHA staff on tracking and assigning costs and inventory and creating all required reports.

The agent shall strictly operate according to the site-operating budget approved by DCHA. Any revisions have prior DCHA approval. The agent will be required to report monthly to DCHA on rents collected, units occupied on the first and last day of the month, other income received, amounts disbursed from site funds, variance from the approved operating budget and site financial condition. The agent shall manage all site-operating funds. The agent must keep all operating and security deposits for the Property in bank accounts separate from all other Agent funds. All site operating funds shall be deemed the property of DCHA and DCHA will hold title to all Property bank accounts.

B.22 RISK MANAGEMENT

Agent will be responsible for risk management functions associated with property management and for maintaining insurance coverage, at Contractor’s expense, in accordance with the minimum levels set forth in Section D.

The preceding requirements do not exclude whatever additional insurance policy requirements may be required under all applicable law. Any additional required coverage shall be secured by the Agent from the appropriate corporate bodies, agencies or providers.

B.23 CAPACITY BUILDING

DCHA seeks to build the management capacity and experience of its staff, or that of a DCHA affiliate, in Property Management services to include ensuring program compliance and reporting. The agent will implement the agreed-upon plan to effectively build DCHA's capacity to manage each property. DCHA intends to gain sufficient experience and on the job training to manage the Property at the end of the contract period. **Respondents must include its capacity-building plan as a part of its proposal.**

B.24 APPLICABLE REGULATIONS

In the operation of the properties, Agent must comply with all applicable DCHA and federal and local statutes and regulations, including but not limited to the following

DCHA Administrative Plan, Title 14 DCMR Chapters 49, 51, 52, 53, 54, 55, 56, and 58	Participant eligibility, occupancy standards, leasing, rent determination, recertification, grievance, and termination
DCHA Admissions and Continuing Occupancy Policy, Title 14 DCMR Chapters 60 - 62	Tenant selection, leasing, occupancy, re-examination, lease termination
24 CFR 960.2 et. seq.	Tenant selection and re-examination
D.C. Code Ann. §45-2527; D.C. Municipal Regulations. Title 14, §§308-311I	Security deposit requirements
Housing Opportunity Program Extension Act of 1996, Section 9 (42 U.S.C. 1437d(r))	One-Strike eviction provisions for drug-related violations
DC Municipal Regulations Title 14, Chapter 89	Resident grievance procedure
24 CFR 5, 207, 266, 880, 881, 882, 883,	HUD Uniform Physical Condition

884, 886, 891, 965 & 983	Standards and physical inspection requirements
2 CFR Part 300	Procurement
OMB Circular A-133	Annual audit requirements
Section 3 of the HUD Act of 1968; 24 CFR 135 & 963	Section 3 requirements
Fair Housing Act, 42 USC 3601-19; 24 CFR 100, 107, 109 & 110; Executive Order 11063	Fair housing
Age Discrimination Act of 1975, 42 U.S.C. 6101-07; 24 CFR 146	Prohibition of age discrimination
Section 504 of the Rehabilitation Act of 1973, 29 USC 794; Americans with Disabilities Act, 42 USC 12181-89; 28 CFR 36	Reasonable accommodation of persons with disabilities
McNamara-O’Hara Service Contract Act (SCA)	SCA requires Respondents and subcontractors performing services to pay employees no less than monetary wage rates and to furnish fringe benefits found prevailing in the locality.
24 CFR 901 & 902	Public Housing Assessment System
HUD 4350.3	Occupancy Requirements of Subsidized Multifamily Housing Programs

DCHA will provide Respondents with copies of applicable statutes and regulations upon request.

B.25 PERFORMANCE STANDARDS

The agent shall adhere to performance standards concerning areas such as occupancy levels, rent collection, maintenance performance, completion of inspection and recertification, and physical conditions, as established by DCHA. The management fee is subject to the approval of DCHA and applicable funding requirements.

B.26 PROPERTY MANAGEMENT FEE COMPUTATION

The Property Management fee for service will be calculated monthly and equal to a percentage of gross collected rents. The default start is 5% of gross collected rents. The management fee is decreased on an incremental basis (if applicable) based on scores on performance indicators.

- The minimum management fee is 3.5%

- The maximum management fee is 5%

The Property Management Fee will be calculated as follows:

Category	Full Fee (5%)
Component 1 (Finance)	
1. A/R Aging (days)	<= 10
2. Revenue compared to budget	>= Budgeted
3. Total Expenses (Negative variance from budget)	<= Budgeted
Total Weighted Score for Component 1	
Component 2 (Operations)	
1. Occupancy	>= 93%
2. Vacancy Turn Time Including Lease-Up (Days)	<= 15
3. Work Order Service Time - Emergency (Days)	<= 1
4. Work Order Service Time - Routine (Days)	1-5
Total Weighted Score for Component 2	

The total of scores for components 1 and 2 will be combined to determine the following percentage of management fee compensation:

Overall Score	Fee Percentage
95- 100	5.0%
92- 94	4.9%
89- 91	4.8%
86- 88	4.7%
83- 85	4.6%
80- 82	4.5%
77- 79	4.4%
74- 76	4.3%
71- 73	4.2%
68- 70	4.1%
65- 67	4.0%
62- 64	3.9%
59- 61	3.8%
56- 58	3.7%
53- 55	3.6%
50-52	3.5%

B.27 DELIVERABLES

Within (30) days of assuming management of the Property, the contractor will submit a Preventative Maintenance Plan specifying building components and equipment subject to preventive maintenance, the type of preventative maintenance and treatment schedule for each item.

B.28 QUALIFICATIONS

The agent Property Manager must have

- a minimum of three years of property management experience to include management of subsidized properties
- property management certification, such as CPM, ARM or PHM

The agent Property Maintenance Manager (or the person managing maintenance operations) must have

- a minimum, five years' experience in property maintenance with at least two years in a supervisory position.

SECTION C- INSTRUCTIONS, CONDITIONS AND NOTICE TO RESPONDENTS

C.1 GENERAL

The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish the requirements, format, and content of proposals so that proposals are complete, contain all essential information and may be evaluated easily.

C.2 SUBMISSION OF PROPOSALS QUESTIONS/INQUIRIES

All inquiries regarding this RFP and any correspondence relating thereto shall be submitted in writing to the Contracting Officer at the following:

District of Columbia Housing Authority
Office of Administrative Services/Contracts & Procurement
1133 North Capitol Street, NE, Suite 300
Washington, DC 20002-7599
Attention: Cheryl Moore, Contracting Officer
Email: chmoore@dchousing.org

Inquiries and/or questions concerning this RFP must be submitted in writing to the Issuing Office no later than Tuesday, December 10, 2019 by 12:00 PM noon. Please copy all inquiries sent to the Contracting Officer to the Contract Specialist responsible for this RFP, Lolita Washington by email to lawashing@dchousing.org and business@dchousing.org. Answers to questions will be provided to all Respondents being solicited, giving regard to the proper protection of proprietary information. Responses will post by addendum to the DCHA website www.dchousing.org under “Doing Business with DCHA”.

RESPONDENTS ARE SPECIFICALLY INSTRUCTED TO CONTACT ONLY THE SOLICITATION ISSUING OFFICE IN CONNECTION WITH ANY ASPECT OF THIS SOLICITATION PRIOR TO CONTRACT AWARD. PROPOSALS AND ALL CORRESPONDENCE RELATING TO THIS SOLICITATION DOCUMENT MUST BE SUBMITTED TO THE ISSUING OFFICE POINT OF CONTACT(S) IN THE OFFICE OF ADMINISTRATIVE SERVICES.

C.3 SITE VISIT

Respondents responding to this RFP are invited to visit the Property prior to submitting proposals to become familiar with the conditions that may affect the performance of the work.

DCHA will host a guided Site Visit immediately following the Pre Proposal Conference that begins at 10:00 am. Respondents will have the opportunity to tour each of the DCHA properties being solicited for private management services. A van will be made available to transport all Respondents to the various properties management sites or Respondents may travel independently to the sites of interest. The specific listing of the order of properties being visited will be made available.

**Tuesday, December 2, 2019
Departing from DCHA Headquarters
Immediately following the Pre Proposal Conference**

C.4 PRE-PROPOSAL CONFERENCE

Prospective Respondents to this RFP are strongly encouraged to attend a Pre-Proposal Conference to obtain a better understanding of DCHA Property Management Agent Services. A pre-proposal conference is scheduled as follows:

**Tuesday, December 2, 2019
at 10:00 a.m.
DCHA Headquarters located at
1133 North Capitol Street, NE Washington DC 20002
Second Floor Boardroom**

C.5 SUBMISSION DATE

All proposals must be received by 11:00 AM on Friday, December 27, 2019.
Proposals shall be submitted in sealed packaging marked “**RFP 0009-2020 Property Management Agent**” and addressed to

District of Columbia Housing Authority
Office of Administrative Services, Contracts and Procurement
Suite 300

1133 North Capitol Street, N.E.,
Washington, D.C. 20002-7599
Attention: Cheryl Moore, Contracting Officer

Electronic submission of Proposals will not be accepted for this procurement.

C.6 CONTENT OF PROPOSALS

All proposals submitted for consideration will be reviewed by DCHA with the Respondent 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.

Proposals shall not exceed seventy-five (75) pages, excluding the Price Proposal and supporting materials as detailed in Section C.6.1 and C.6.2 below. Proposals shall be submitted in two parts: Part I shall be titled, "Technical Proposal" and Part II shall be titled, "Price Proposal". **Respondents shall submit one (1) original and five (5) copies of both the Technical Proposal and Price Proposal**, prepared in such format and detail as to enable DCHA to make a thorough evaluation thereof and to arrive at a sound determination as to whether the Respondent can meet the requirements set forth in this RFP. **The Technical Proposal shall not contain any pricing information.**

Proposals shall be organized as follows:

C.6.1 Proposal Format

Proposal responses must meet the following format requirements:

- Proposals shall be formatted on 8.5" by 11" letter-size paper, printed single-sided, bound length-wise and separated with tabs to identify sections.
- Proposals must include each item in the order outlined below in Sections C.6.2, C.7 and C.8.
- Each sub-section must be separated by tabs with sub-section headings.
- Technical Proposals are limited to seventy-five (75) pages excluding the Title Page, Table of Contents, Section Dividers, Exhibits and supporting documentation.
- Proposals shall be paginated and organized as described below.

C.6.2 Proposal Content

PART I: Technical Proposal shall contain:

- 1) Table of Contents
- 2) Letter of Interest
- 3) Documentation to substantiate each listed Evaluation Criteria
 - Qualifications

- Operating Budget
 - Management Plan
 - Past Experience
 - Capacity
 - Staffing Plan
- 4) References
 - 5) Experience with HUD Section 3 and Section 3 Plan
 - 6) Minority/Women / Business Enterprise (M/WBE)
 - 7) Certifications and Affidavits

PART II: Price Proposal shall contain price proposals only:

- 1) Complete Exhibits 1 & 2 Price Proposal

C.7 TECHNICAL PROPOSAL

To be considered, Respondents shall provide detailed information about the requirements of each part listed below. At a minimum, these sections should contain the following:

C.7.1 Table of Contents

Provide a comprehensive listing and location of all written pages, exhibits, and other materials.

C.7.2 Executive Summary/Introduction

Provide Letter of Interest that includes executive summary/introduction detailing the history and attributes of the company; name and address of the Respondent; website and telephone number; email address of the point of contact; a brief description of the understanding of the Scope of Services; ability to perform the work and history of providing the Scope of Services.

C.7.3 Qualifications

Proposals shall be considered from responsible organizations or individuals engaged in the performance of Property Management Services. Proposals must include information on competency in performing comparable Property Management Services, demonstration of acceptable financial resources, and personnel staffing.

C.7.4 Operating Budget

Provide a sample Operating Budget(s) on Exhibit 1 or in the format of Exhibit 1 for the Property (ies) proposed to manage using the HUD Chart of Accounts and include projected income and expenses for Year One of the contract.

Operating expenses may not include accounting expense or other administrative overhead items that are consider or that are included within the management fee.

Up to the prorated Project Expenses Level (PEL), DCHA will pay a monthly operating subsidy to cove the difference between property rental income and approved expenses.

C.7.5 Management Plan

(Section not included in 75-page limitation.)

Upon selection, a comprehensive Management Plan which provides a complete and detailed description of the policies and procedures to be followed in the management of the Property will be required.

A. Policies and Procedures

Provide a comprehensive narrative of the Policies and Procedures to be followed by the management of the property (ies) that it proposes to manage. The narrative included in the proposal shall address the Respondent's plan for the following:

1. Management Office Staffing and Hours
2. Emergency and After-hours Contacts
3. Site Staff Position Descriptions, FTE's, Minimum Qualifications, and Wage Rates
4. Leasing and Resident Orientation Procedures
5. Rent Assessment and Collection Requirements and Procedures
6. Lease Enforcement and eviction procedures and reporting to DCHA
7. Security Services and Monitoring
8. Emergency, Preventative and Routine Maintenance Procedures and Standards
9. Property Maintenance, Inspection and Request Schedules and Checklists
10. Inventory Asset Control
11. Marketing and Lease Strategy
12. Resident Relations Plan
13. Move-out Procedures
14. Vacant Unit Turnover
15. Resident Council Plan

16. Social Services Plan
17. Public Safety Plan
18. Budget Formation, Approval, Monitoring and Cost Control Procedures
19. Procurement and Contracting Procedures
20. MBE/WBE/SBE/Section 3 Utilization and Compliance
21. Audit Procedures and Standards
22. HUD, Federal and Local Regulation Compliance
23. Reporting Standards and Procedures

B. Operation

Discuss your firm's approach to the following:

1. Innovative programs that you have successfully implemented at other facilities.
2. Program compliance, LIHTC, HOME, Section 8, and tax-exempt bond.
3. Routine maintenance and preventive maintenance.
4. Public relations and crisis management.
5. Based on your experience, provide suggestions and comments regarding project operations that you believe essential to successful operations.
6. Indicate all services that the management fee will cover. Indicate all services that the management fee will cover. Indicate what services and personnel, if any, will be charged as direct expense to the property.

C. Quality Control

Discuss your firm's approach to the following:

1. Catering to a challenging resident population. Describe the challenging population and the techniques used to make the property successful.
2. Describe the types of population your Property Manager has served and the techniques used to successfully manage the properties.
3. Describe how you would meet DCHA's Expectations and Priorities detailed in Section B.

C.7.6 Experience

Discuss your experience, in serving as a provider of Property Management Services.

1. List of residential properties (Chart Form) currently managed, indicate
 - a. Name of property, address, and approximately year built
 - b. The number of years managed
 - c. Type of Property
 - d. Number and size of units
 - e. Any special designation of the property such as elderly, disabled
 - f. Financing Program Used
 - g. Sources of capital or operation subsidy for the property if any.
2. Provide overview of anticipated transition period required to begin Property Management Services after contract award.

C.7.7 Capacity

Discuss your experience with or ability to provide:

A. Financial/Accounting

1. Discuss Accrual Accounting, generation of accrual accounting statements and the software used
2. Discuss Chart of Accounts, ability to generate accounting statements based upon HUD Chart of accounts
3. Discuss Electronic Posting, ability to deliver accounting statements and reports electronically

B. Budgeting Procedures

1. Discuss implementing and monitoring budget control for a specific site
2. Discuss experience with steps taken to maximize efficiencies and contain costs

C. Citations / Sanctions / Reprimands

Disclose all citations, sanctions, reprimands, criminal convictions or criminal investigations that your firm has received in the past five years from any governing body.

Include any Fair Housing, real estate regulation or tax credit compliance violation of a material nature. Please disclose any

litigation; pending, on-going, or completed; between your Property Manager and any current or former property managed by you.

C.7.8 Staffing Plan

Provide a Staffing Plan that includes the following

A. Personnel and Ownership

1. Provide an outline of the job qualifications and experience of key employees in your organization.
2. Provide an organizational chart that illustrates how these positions fit into your organization.
3. Provide an organizational chart of employees will be charged as direct expense to the property.
4. Identify which person would be the primary contact person with the DCHA.
5. Discuss Key Management and Staff level of expertise
6. List certifications held by staff

B. Employment Practice

1. Discuss your firm's approach to recruiting, hiring, training, and developing and retaining skilled staff.
2. Discuss your firm's policies and procedures regarding equal opportunity in employment, contracting, purchasing, etc.

C. Financial Management

Provide Financial Supporting Documentation (number 2 through 4 identified in C.7.10)

C.7.9 References

(Section not included in 75-page limitation.)

Provide three (3) recent professional references from clients for whom the entity has provided Property Management Services as described in the Scope of Services within the past 3 years. Include name, address, and telephone number, description of work performed, the dates of service, and the status of contract (active or closed).

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

C.7.10 Supporting Documentation

(Section not included in 75-page limitation.)

Provide the following supporting documentation.

1. Provide a copy of a site-level procedural manual from a property currently managed
2. Provide a sample monthly statement packet
3. Provide Audited Financial Statements and/or Credit Report for the past three (3) years
4. Provide documentation of license and insurance

C.7.11 Experience with HUD Section 3 and Section 3 Plan
(Section not included in 75-page limitation.)

Describe the Respondent's experience with compliance with HUD Section 3 requirements and the results achieved. Review Section 3 requirements outlined in Section D.11 of this Solicitation and complete the "Action Plan for Section 3 Commitment" *and* an "Estimated Project Workforce Breakdown" as outlined in that section. Minimally address the following: (1) Indicate whether the Respondent has a valid Section 3 Certificate (issued by the Department of Housing and Community Development); (2) Provide a detailed description of the hiring plan for DCHA program participants, including the number and type of jobs to be provided and the number and type of training opportunities to be provided; (3) Provide a detailed description of the training plan for DCHA program participants, including whether interns will be contracted or if funding will be provided for training; (4) Outline the Respondent's proposal, if any, to subcontract to Section 3 businesses; (5) Describe in detail the type of service to be provided, including a narrative clearly describing the results achieved in the Respondent's experience in hiring and training Section 3 residents.

See Section E of this Solicitation for an explanation of points systems for Section 3 specifically.

C.7.12 Minority/Women / Business Enterprise (M/WBE)
(Section not included in 30-page limitation.)

Describe the Respondent's experience with compliance with HUD Section 3 requirements and the results achieved. Review Section 3 requirements outlined in Section D.11 of this Solicitation and complete the "Action Plan for Section 3 Commitment" *and* an "Estimated Project Workforce Breakdown" as outlined in that section. Minimally address the following: (1) Indicate whether the Respondent has a valid Section 3 Certificate (issued by the Department of Housing and Community Development); (2) Provide a detailed description of the hiring plan for DCHA program participants, including the number and type of jobs to be provided and the number and type of training opportunities to be provided; (3) Provide a detailed description of the training plan for DCHA program participants,

including whether interns will be contracted or if funding will be provided for training; (4) Outline the Respondent's proposal, if any, to subcontract to Section 3 businesses; (5) Describe in detail the type of service to be provided, including a narrative clearly describing the results achieved in the Respondent's experience in hiring and training Section 3 residents.

See Section E of this Solicitation for an explanation of points systems for Section 3 specifically.

C.7.13 Certifications/Attachments

(The following Certifications and Affidavits are mandatory proposal requirements. Respondents must complete and return the following certifications. The forms are not included in 75-page limitation.)

Attachments can be downloaded from Section G. Attach the following completed certification and affidavit 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 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.

C.8 PRICE PROPOSALS

This section must include the complete price proposal for the provision of Property Management Agent services proposed by the Respondent. The proposal shall include the following:

C.8.1 Price/Fee/Cost Proposal

Price Proposal:

The proposal shall include the following:

- (a) Management Price Proposal
- (b) Staffing and Administrative Cost Proposal

Part I. Management Price Proposal

Proposed management fee, including proposed performance incentive fee. Please describe the structure of the fee and show the fee on Exhibit 2 or in the format of Exhibit 2 Part I. Describe the annual hours and annual compensation for personnel use in the performance of the contract.

Part II. Staffing and Administrative Cost Proposal

Proposed Administrative Costs to be used in the performance of the contract. Provide their rates on Exhibit 2 or in the format of Exhibit 2 Part II to include a breakout of

- (1) Direct salary rates;
- (2) Overhead rates;
- (3) General and Administrative rates, if any; and
- (4) Profit or fee.

Describe the annual hours and annual compensation for personnel use in the performance of the contract.

C.8.1 Fair Price Statement

Respondent shall provide a statement that it warrants the prices quoted are not in excess of those charged non-governmental clients for the same services performed by the same individuals.

C.8.2 Allowable Costs

The Respondent is fully responsible for controlling its cost of performing this contract and for properly pricing each project task. No price increases will be permitted for any alleged miscalculations of the basic project-task dollar amounts. These amounts shall include all allowable costs related to the performance of this contract, such as labor, overhead, profit, travel, materials, all equipment, facilities, telephone services, etc.

C.8.3 Cost Analysis

The DCHA will perform a cost analysis of the Respondent's cost proposal. The cost analysis will allow DCHA to determine the reasonableness of the proposed contract cost.

C.8.4 Travel

Travel in the metropolitan area shall not be reimbursed. The metropolitan area includes the District of Columbia; and the counties of Montgomery and Prince Georges in Maryland; the cities of Alexandria, Falls Church and Fairfax in Virginia, and the counties of Arlington, Fairfax, Prince William and Loudon in Virginia.

C.9 CONFLICT OF INTEREST

In submitting a proposal, the Respondent affirms that to the best of its knowledge, there exists no actual or potential conflict between the Respondent's business and financial interests and any commissioner, officer, employee, or agent of DCHA or DCHA's affiliates or instrumentalities. To the extent that a potential conflict exists, this must be disclosed in the proposal.

C.10 COMPLETE PROPOSALS

Complete proposals will be evaluated based on established evaluation criteria. Proposals should set forth full, accurate, and complete information as required by this solicitation. Upon the completion of the review process, the Evaluation Panel will submit its recommendation(s) of Respondents that are deemed the most overall technically qualified to the DCHA Executive Director.

C.11 MANNER OF AWARDS

DCHA may award a contract(s) upon the basis of the initial responses received, without discussion. Therefore, each initial Proposal should contain the Respondent's best and final terms from a cost and technical standpoint. Proposals shall represent the best effort of the Respondent and will be evaluated as such.

C.12 RETENTION

All proposals are the property of DCHA shall be retained by DCHA and therefore, will not be returned to the Respondent.

C.13 FAILURE TO SUBMIT RESPONSE

Recipients of this solicitation not responding with a proposal should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or email, whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer of the reason(s) for not submitting a proposal in response to this solicitation. If a recipient does not submit a proposal and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list for one (1) year after the closing date of this solicitation.

C.14 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal to this solicitation are not desired and may be construed as an indication of the Respondent's lack of cost consciousness. Elaborate artwork, expensive paper bindings, and expensive visual and other presentation aides are neither necessary nor desired. No credit will be given for general marketing or promotional materials.

C.15 PROPRIETARY OR CONFIDENTIAL INFORMATION

A Respondent including proprietary or confidential information in its proposal shall conspicuously mark each page as proprietary or confidential if the Respondent does not want the proprietary or confidential information disclosed to the public or used by DCHA for other than evaluation purposes. DCHA reserves the right to determine the proprietary or confidential nature of the information and shall treat such information accordingly, based on its sole determination.

C.16 LATE PROPOSALS, MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

- a) Proposals and modifications to proposals that are received in the DCHA Office of Administrative Services after the exact time specified in the RFP are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
 - 1) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of proposal;
 - 2) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the RFP was caused by mishandling of the DCHA after receipt; or
 - 3) The proposal is the only proposal received.
- b) The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification, or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the Respondent can furnish evidence from the postal authority of timely mailing.

- c) Any request for withdrawal or request for modification received after the time and date set for submission of proposals at the designated location for submission shall be considered “late”.
- d) A late proposal, late request for modification, or late request for withdrawal shall not be considered, except as provided by this section.
- e) A late modification of a successful proposal which makes its terms more favorable to DCHA shall be considered at any time it is received and may be accepted at the sole discretion of DCHA.

C.17 FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF RESPONDENT

The Respondent must demonstrate to the satisfaction of the Contracting Officer its capability to perform fully the contract requirements in all respects. Therefore, the Respondent shall furnish any reasonable information requested by the Contracting Officer in order to determine its ability to perform.

C.18 SIGNING OF PROPOSALS

The Respondent shall sign and print or type its name on the proposal. The signing of the proposal shall deem all information contained therein as true and accurate. Any false or misleading information contained in the proposal may be grounds for disqualification (if determined prior to selection of award) or termination (if discovered after award). Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of the agent’s authority to bind the Respondent, unless that evidence has been previously furnished to the Contracting Officer.

Proposals by a partnership must be signed with the partnership name, by or on behalf of a partner or by an authorized representative, including designation of the person signing, if applicable. Proposals by a limited liability company shall be signed by a member or on behalf of a member or manager of the company, including the designation of the person signing, if applicable. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the President or Vice President and attested to by the Secretary of the Corporation or other persons authorized to bind the Corporation and the Corporate Seal affixed thereto. If the proposal is signed by other than the President or Vice President, evidence of authority to so sign must be furnished in the form of an extract of minutes of a meeting of the Board of Directors or extract of by-laws certified by the Corporate Secretary with Corporate Seal affixed thereto.

The names of all persons signing shall be typed or printed below the signatures. Any proposal by a person, who affixes to his signature the word “President”, “Vice President”, “Secretary”, “Agent”, or other designation, without disclosing his principal, may be held personally to the proposal. Proposals submitted by a joint venture must be signed by all authorized venture personnel.

C.19 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, D.C. Code §2-531 *et seq.* (FOIA), provides for the disclosure of public information upon request. Specifically, the law provides that “any person has the right to inspect, and, at his or her discretion, to copy any public record of a public body except as expressly exempted by the Act.” Further, a “public record” has been defined by the District of Columbia Public Records Management Act of 1985 as “any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District.” D.C. Code §2-1701(13). Thus, public information submitted in response to this solicitation may be subject to disclosure in response to a request made under the FOIA.

C.20 PROPOSAL GUARANTEE AND ACCEPTANCE PERIOD

Proposals must be accompanied by a written guarantee that the Respondent will keep its initial offer open for at least ninety (90) days and that, if a best and final offer is made, it will keep its best and final offer open for a period of at least sixty (60) days thereafter; and upon acceptance by DCHA of a best and final offer, that it will execute the contract and meet other requirements within the times specified in the solicitation.

C.21 ACKNOWLEDGMENT OF ADDENDA/AMENDMENTS

Respondents shall acknowledge in their proposals receipt of addenda or amendment(s) to this solicitation by signing the document on the acknowledgment line of the addenda or amendment. A Respondent’s failure to acknowledge an addendum or amendment may result in rejection of the offer.

SECTION D - CONTRACT TERMS

The successful Respondent(s) will be asked to conform to the requirements outlined in Section D of this RFP, in the event that it is selected as Contractor; as a result of this solicitation.

D.1 TERM OF CONTRACT

The period of performance for the awarded contract shall be for two (2) years from the date of award, as deemed appropriate in the representation of DCHA and subject to the availability of funds.

D.2 TYPE OF CONTRACT

DCHA intends to award a Firm Fixed Price contract for services as specified in the Scope of Services in accordance with the accepted Price Proposal. Contractor shall provide all specified services required by the DCHA.

D.3 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

D.4 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 (**as applicable**).

Contractor shall carry and pay for:

INSURANCE REQUIREMENTS
BASIC COVERAGE
Commercial General Liability (GL): Per Occurrence: \$2,000,000 Aggregate: \$4,000,000 Products and Completed Operations: \$2,000,000
Automobile Liability: \$1,000,000 per occurrence
Workers' Compensation: The Respondent should contact their insurer for the appropriate liability limit.
Employer's Liability: This coverage is not available to employees if Worker's Compensation applies (<i>see</i> 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
ADDITIONAL COVERAGE
3rd Party Crime Insurance:

Per Occurrence for Each Wrongful Act: \$50,000
<i>Sexual Abuse & Molestation (GL):</i> Per Occurrence : \$1,000,000 Aggregate: \$2,000,000
<i>Employment Practices Liability:</i> Per Occurrence: \$1,000,000 Aggregate: \$1,000,000
<i>Employee Dishonesty:</i> \$250,000
<i>Errors and Omissions / Professional Liability:</i> \$250,000
<i>Umbrella or Excess Liability:</i> \$ 4,000,000

With respect to (i) and (ii) above; these policies shall be endorsed to name the DCHA as an additional insured and as a loss payee as allowable per coverage.

With respect to policies described above:

- (a) These policies must be in place before the execution of the contract, as in-force insurance is a condition precedent to the contract;
- (b) Contractor shall provide DCHA with Certificate of Insurance **annually** as evidence of the limits of coverage described above;
- (c) In the event the Contractor’s insurance expires during the term of the contract, Contractor shall provide DCHA with copies of renewal certificates thirty (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; and
- (e) The insurance provider must have an A.M. Best Company rating of A-VIII or higher by companies authorized to do business and in good standing in the District of Columbia, on such conditions, and with such beneficial interest appearing thereon as shall be acceptable to the DCHA.

In the event a claim arises out of this contract, the Contractor will promptly notify the DCHA Contracting Officer Technical Representative (COTR), and the DCHA

Office of Risk Management (ORM) at (202) 535-1800 or email ORM@dchousing.org. In addition, the Contractor will investigate and furnish the DCHA COTR and ORM with reports of all accidents, claims and potential claims for damage or injury and will cooperate with its insurers and those of DCHA.

D.5 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless HUD and 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, its agents, and employees of any provision of this contract, or any negligent or bad faith act(s) or omission (s) or the negligent performance of this contract by the Contractor, its agents, and employees or any other person or entity for which the Respondent may be responsible. Any provisions or limits of insurance set forth in this contract shall not limit the Contractor’s liability. At its own expense, the Contractor 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.

D.6 OPTION TO EXTEND THE TERM OF THE CONTRACT

a) Option Period

DCHA may extend the term of the contract for up to one (1) one-year option period.

b) Option to Extend the Term of the Contract

- 1) DCHA may extend the term of this contract, or any fraction thereof, by written notice to the Contractor before the expiration of the contract. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.
- 2) The hourly rate for the option period and any subsequent extensions shall be specified in the contract.
- 3) If DCHA exercises the option to extend the contract, such contract shall be modified and executed by DCHA and Contractor. A copy of the same will be provided to the affected Contractor.

- 4) The total duration of the contract, including the exercise of the any option there under, shall not exceed three (3) years.

D.7 METHOD OF COMPENSATION

Monthly Payment of Services:

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

- a) All payment requests must be addressed as follows and forwarded to:

District of Columbia Housing Authority
Accounts Payable
1133 North Capitol Street, NE, Suite 329
Washington, D.C. 20002-7599
Email: DCHApayments@dchousing.org

- b) Proper invoices shall contain the following information:

- Contract Number
- Purchase Order Number
- Monthly Reporting
- 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 Office of Financial Management and DCHA’s Accounts Payable Division processes checks for payment every Thursday. When that date falls on a weekend or observed holiday, checks will be processed on the next business day.

D.8 TASK ORDERS- [RESERVED]

D.9 CEILING PRICE-[RESERVED]

D.10 AFFIRMATIVE ACTION PROGRAM

Respondent shall submit two (2) copies of an Affirmative Action Plan (AAP) and Goals and Timetables (G&T) “Compliance with Equal Opportunity Obligations in Contracts” and the Office of Human Rights Regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts” promulgated August 15, 1986.

D.11 SECTION 3 REQUIREMENTS- [Mandatory for All Respondents]

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.

D.12 RESTRICTION ON DISCLOSURE AND USE OF DATA

A Respondent including proprietary or confidential information in its proposal shall conspicuously display the following information on the first page of the Proposal if the Respondent does not want the proprietary or confidential information to be disclosed to the public for any purpose or used by DCHA except for evaluation purposes:

- a) That the proposal includes proprietary or confidential information that shall not be disclosed outside of DCHA and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the proposal;
- b) That if a contract is awarded to the Respondent, DCHA shall have the right to duplicate, use or disclose the proprietary or confidential information to the extent provided in the contract;

- c) That this restriction does not limit DCHA's right to use the proprietary or confidential information if it is obtained from another source without restriction;
- d) That the Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction; and
- e) The Respondent shall not designate as proprietary or confidential information the name of the Respondent, the proposal price, or any information that is not actually proprietary or confidential.

In addition to the requirements above, the Respondent shall conspicuously mark each separate sheet containing proprietary or confidential information it wishes to restrict with a notation to the effect that the use or disclosure of proprietary or confidential information contained on the sheet is subject to the restriction set forth on the first page of the proposal.

D.13 RESPONSIBLE CONTRACTORS

DCHA will only award contracts to responsible Contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a Respondent, DCHA will consider such matters as the Respondent's:

- a) Integrity;
- b) Compliance with public policy;
- c) Record of past performance; and
- d) Financial and technical resources

Before a proposal is considered for award, the Respondent may be requested by DCHA to submit documentation regarding any of the items in the paragraphs above. Failure by the Respondent to provide such additional information shall render the Respondent ineligible for award. In addition, DCHA may conduct site visits to the Respondent's office or facility to verify information contained in the proposal.

D.14 EMPLOYEE DISHONESTY INSURANCE

Upon contract award, Contractor shall provide evidence of Employee Dishonesty Insurance for an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), obtained at its own expense, for the purpose of protecting against dishonest acts of the Contractor 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.

D.15 RESPONDENT’S KEY PERSONNEL

The key personnel specified in the Respondent’s proposal are considered to be essential to the work being performed under the contract. Prior to diverting any of the key personnel for any reason(s), the Contractor shall notify the Contracting Officer in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract.

D.16 CONSENT TO SUBCONTRACT

The Respondent must obtain the written consent of DCHA to subcontract any portion of the work. All Respondents are required to include in their proposal a list of any proposed subcontractors, and a list of tasks/items, if any, which the Respondent intends to subcontract all or any portion of work.

D.17 FAIR HOUSING EQUAL OPPORTUNITY CLAUSE

During the performance of the contract, the Contractor shall not discriminate on the basis of race, color, religion (creed), sex, national origin, handicap or familial status, or the existence or use of a policy or practice, or any arrangement, criterion or other method of administration which has the effect of denying Equal Housing Opportunity, or which substantially impairs the ability of persons to apply for or receive the benefits of assistance because of race, color, religion (creed), sex, national origin, handicap or familial status, in the sale, rental or other disposition of residential properties or related facilities, including land to be developed for residential use, or in the use or occupancy thereof.

D.18 THE AMERICAN WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and all of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §2101, *et.seq.*

D.19 SECTION 504 OF THE REHABILITATION ACT OF 1973 (AS AMENDED)

During the performance of the contract, the Contractor and all of its subcontractors shall comply with the Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against persons with disabilities in federally funded programs and activities. DCHA has entered into a Voluntary Compliance Agreement that requires a minimum of six percent (6%) of the public housing units constructed will comply with Uniform Federal Accessibility Standards (“UFAS”). DCHA may require more than six percent (6%) in an applicable revitalization plan. In addition, all other units constructed

must comply, as applicable, with the Fair Housing Act guidelines on accessibility. See 29 U.S.C. §794.

D.20 NO WARRANTY

Respondent is required to examine the RFP, specifications and instructions pertaining to the services required. Failure to do so will be at the Respondent's own risk. It is assumed that the Respondent has made full investigation so as to be fully informed of the extent and character of the services requested and of the requirements of the specifications. No warranty is made or implied as to the information contained in the RFP, specifications, and/or instructions.

D.21 EXPENSE OF THE RFP SUBMISSION

All expenses incurred in the preparation and submission of proposals in response to the RFP shall be borne by the Respondent.

D.22 CANCELLATION

DCHA reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of DCHA. DCHA further reserves the right to waive any minor information on any proposal received, if it is in the best interest of DCHA to do so. The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP, shall be at the sole and absolute discretion of DCHA.

D.23 PROTEST

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations. It is the policy of DCHA to encourage the informal resolution of contractual issues. Initially, the Contracting Officer will respond to contract award determinations informally, with a request for a solicitation debrief. DCHA will respond within five (5) calendar days.

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 protestor, as defined below, in all instances, must pursue a remedy through the established administrative procedures of DCHA prior to pursuing 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 or its instrumentality applicable.

Executive Director. The Executive Director of the District of Columbia Housing Authority (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 who 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 RFP, 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.

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

D.24 BEST AND FINAL OFFERS

DCHA may award a contract upon the basis of initial responses received, without discussion. Therefore, each initial Proposal should contain the Respondent’s best terms from a cost and technical standpoint. However, if discussions are held with one Respondent, all Respondents within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written best and final offers (“BAFO’s”) at the designated date and time. If modification is submitted, it must be received by the date and time specified and is subject to the “Late Submission, Modifications and Withdrawals of Proposals” provision of this solicitation.

After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in DCHA’s best interest to do so. If discussions are opened, the Contracting Officer shall issue an additional request for best and final offers to all respondents still within the competitive range.

D.25 DAVIS BACON REQUIREMENTS-[RESERVED]

D.26 MCNAMARA - O’HARA SERVICE CONTRACT ACT

Contractor shall be required to comply with the requirements of the McNamara-O’Hara Service Contract Act of 1965 (SCA), as amended, 41 U.S.C. 351, *et seq.*, and the implementing regulations found in 29 C.F.R. 4. The McNamara-O’Hara Service Contract Act requires contractors and subcontractors performing services on prime contracts in excess of \$2,500 to pay service employees in various classes

no less than the wage rates and fringe benefits found prevailing in the locality, or the rates (including prospective increases) contained in a predecessor contractor's collective bargaining agreement. For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over forty (40) in a workweek.

D.27 SELECTION NON-BINDING

The selection by DCHA of a Respondent to be s the most responsive or included in the competitive range indicates only DCHA's intent to negotiate with the Respondent, and the selection does not constitute a commitment by DCHA to execute a final agreement or contract with the Respondent.

Respondents therefore agree and acknowledge that they are barred from claiming to have detrimentally relied on DCHA for any costs or liabilities incurred as a result of responding to this solicitation.

D.28 QUALIFIED BIDDERS LISTING (QBL)- [RESERVED]

SECTION E - EVALUATION FACTORS FOR AWARD

E.1 EVALUATION OF PROPOSALS

All proposals will be evaluated based on the evaluation criteria outlined below. The Contracting Officer will determine a competitive range based on the established criteria and point system. The Evaluation Panel may consider a proposal unacceptable if it lacks critical information or the submission represents a major deviation from the requirements of this RFP. Minor omissions such as, incomplete references may, at the sole option and discretion of the DCHA, be corrected subsequent to the submission due date.

All proposals will be initially reviewed to determine compliance with the proposal format requirements specified within this solicitation under Section C. Proposals that do not comply with these requirements may be rejected without further review.

The evaluation factors and the comparative scoring of the factors shown in Section E.3 below will be used to determine which Respondents fall within the competitive range and the recommendation made to the Executive Director.

E.2 RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

DCHA will make an award to the most responsible and responsive Respondent whose proposal 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.

DCHA may award a contract to other than the lowest priced proposal. In the event that two (2) or more proposals are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most responsive.

The proposed cost must be considered reasonable and reflect the proposed approach.

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.

E.3 EVALUATION AND SELECTION CRITERIA

Respondents are required to 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 following evaluation factors will be used in determining the competitive range, **with a total possible score of 247.5 points.**

Proposals will be evaluated with points assigned to each section as follows:

E.3.1 Technical And Cost Evaluation Factors Maximum 240 Points

Criteria	Maximum Points
<p>Operating Budget: This selection criteria will be based on evidence of the following:</p> <ul style="list-style-type: none"> <i>(1) Administrative Expense- 10 Points</i> <i>(2) Operating and Maintenance Expense- 10 Points</i> <i>(3) Taxes and Insurance- 5 Points</i> <i>(4) Quality of Budget – 5 Points</i> 	30

<p>Management Plan:</p> <p>This selection criteria will be based on evidence of the following:</p> <ul style="list-style-type: none"> (1) <i>Policies and Procedures- 10 Points</i> (2) <i>Operation- 10 Points</i> (3) <i>Quality Control Plan- 10 Points</i> 	30
<p>Experience:</p> <p>This selection criteria will be based on evidence of the following:</p> <ul style="list-style-type: none"> (1) <i>Size of portfolio, number of years managing, amount, and length of experience- 10 Points</i> (2) <i>Experience working with affordable housing and specialized compliance areas, familiarity with area properties- 10 Points</i> (3) <i>Anticipated Transition Period- 10 Points</i> 	30
<p>Capacity:</p> <p>This selection criteria will be based on evidence of the following:</p> <ul style="list-style-type: none"> (1) <i>Financial/ Accounting- 15 Points</i> (2) <i>Budget Procedures- 10 Points</i> (3) <i>Citations/Sanctions/Reprimands- 5 Points</i> 	30
<p>Staffing Plan:</p> <p>This selection criteria will be based on evidence of the following:</p> <ul style="list-style-type: none"> (1) <i>Personnel and Ownership- 10 Points</i> (2) <i>Employment Practice- 10 Points</i> (3) <i>Financial Management- 10 Points</i> 	30
<p>References:</p> <p>This selection criteria will be based on evidence of the following:</p> <ul style="list-style-type: none"> (1) <i>Personnel and Ownership- 10 Points</i> (2) <i>Employment Practice- 10 Points</i> (3) <i>Financial Management Supporting Documents- 10 Points</i> 	30
<p>Section 3</p> <ul style="list-style-type: none"> 1. <i>Hiring Section 3 Residents- 6 Points</i> 2. <i>Contracting to Section 3 Business Concerns- 6 Points</i> 3. <i>Other Economic Opportunities- 4 Points</i> 4. <i>Past Performance- 4 Points</i> 	20

COST	
Price Proposal: This section must include a price proposal for the provision of management services on Exhibit 2 or in the format of Exhibit 2. The proposal shall include the following: (a) Management Price Proposal- 20 Points (b) Staffing and Administrative Cost Proposal- 20 Points Evaluation will include review of the extent to which performance incentive component determines total Management Fee and overall reasonableness of fee.	40
Maximum Technical Points	240

E.3.2 Bonus Points Maximum 7.5 Points

BUSINESS ENTERPRISE DESIGNATION POINTS FOR SMALL MINORITY/WOMEN OWNED BUSINESS

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

The following definitions apply for the DCHA Business Enterprise Designation

“**Small**” means a firm with 500 employees or less.

“**Minority**” means 51% ownership.

“**Women-Owned**” means 51% ownership.

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

The points will be awarded in the following manner:

- Small = 2.5 points
- Minority = 2.5 points
- Women-Owned = 2.5 points

TOTAL MAXIMUM POINTS (to include Bonus) 247.5 POINTS

SECTION F-TIMETABLE (SELECTION PROCESS)

F.1 TIMETABLE

DCHA will endeavor to follow the timetable set forth below; however, the activities and timetable represented below are a guideline only and are subject to change at DCHA’s sole discretion and without prior notice:

Advertise Date	Sunday, November 17, 2019
Issuance of RFP	Monday, November 18, 2019
Pre Proposal Conference	Tuesday, December 03, 2019
Site Visit	Tuesday, December 03, 2019
Deadline for Submission of Inquiries/Questions	Tuesday, December 10, 2019
Submission of Proposals	Friday, January 03, 2020
Evaluation Period	Beginning week ending January 10, 2020
DCHA Board Committee Review (if applicable)	TBD
Presentation to DCHA Board of Commissioners for Contract Approval (if applicable)	TBD
Contract Award	TBD

DATES IDENTIFIED ABOVE ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF DCHA.

ALL PROPOSALS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY DCHA. THE RESPONDENT(S) RECEIVING THE HIGHEST RATING, BASED ON THE CRITERIA PRESENTED ABOVE, WILL BE SELECTED AS BEING THE MOST CAPABLE OF PROVIDING THE SERVICES AND SUPPLIES 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 MINOR INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES DCHA’S BEST INTEREST IN DOING SO.

SECTION G – EXHIBITS, APPENDICES & ATTACHMENTS

G.1 EXHIBITS

[Exhibit 1-](#) Operating Budget

[Exhibit 2-](#) Price Proposal

G.2 APPENDICES

Appendix I. DCHA Property Income and Balance Sheet Information

[Appendix II](#) Property Bedroom Compositions

G.3 ATTACHMENTS

[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