# DISTRICT OF COLUMBIA HOUSING AUTHORITY CONTRACTS AND PROCUREMENT



# LETTER SOLICITATION NO.

0009-2020

ISSUE DATE: November 18, 2019 CLOSING DATE: December 2, 2019

# CAPTION: <u>Rent Reporting for Credit Building - Technical Assistance</u> <u>Provider</u>

Dear Prospective Offeror:

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

#### INTRODUCTION

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

#### OVERVIEW

DCHA's Office of Policy and Strategic Initiatives in the Office of the Executive Director (OED) is responsible for program development and project management of key agencywide policy initiatives, as well as collecting and coordinating information/data across the agency for both internal and external reporting.

In order to implement the Public Housing Credit Building Pilot Program Act of 2018, DCHA requires technical assistance with developing a rent report for a credit building

program. DCHA invites qualified and interested Offerors to submit a proposal in response to this solicitation.

# BACKGROUND

Rental payment reporting is a relatively new space for the rental market and credit bureaus, both for affordable and market-rate industries. In theory and in limited practice, creating rental credit lines as part of credit scoring has the potential for providing life-changing impacts for persons with no credit and sub-prime credit. There is growing interest in understanding how credit bureaus, rent reporting and affordable housing providers are connected and how rent reporting for residents of public housing could unlock opportunities for self-sufficiency. Members of the Council of the District of Columbia became interested in this topic at the local level and in 2018 passed a bill called the "Public Housing Credit Building Pilot Program Act of 2018" that became effective on August 22, 2018. The statute established a pilot program that gives public housing residents the opportunity to opt into a program where rent payments are reported to credit reporting agencies as a way to help them increase their credit scores. This pilot was not funded in FY2019, so DCHA did not have to implement it, but the Council did fully fund the program as part of the FY2020 budget. Therefore, DCHA began the six (6) month "Planning Period" in October 2019.

# QUALIFICATIONS

Offerors shall meet the following minimum requirements:

- Three (3) years of experience in Consumer Credit Reporting
- One (1) year of experience in the credit building through rent reporting space

# SCOPE OF SERVICES

The Technical Assistance Provider shall provide all necessary labor, services, reporting and general recommendations to assist DCHA with implementation and to ensure DCHA compliance with pilot program requirements as stated in "D.C. Law 22-154: Public Housing Credit-Building Pilot Program Amendment Act of 2018."

#### Program Timeline:

- Planning Period runs from October 2019 through March 2020 (6 months)
- Implementation Period runs from April 2020 through March 2021 (12 months)
- Assessment Period runs from April 2021 through June 2021 (3 months)
- Credit reports are pulled quarterly (12 months)

• Final report (conclusion of the three-month Assessment Period)

#### Advisor Commitment:

The Advisor may contemplate the following DCHA estimate to complete the Scope of Services:

- Planning Period: 50-75 hours over the course of 4-5 months
- Implementation Period: 15-20 hours over the course of 12 months

#### Advisor Responsibilities:

Primary technical advisor responsibilities include but are not limited to the following:

# 1. <u>Technical Assistance</u>

- a. Work with DCHA Staff.
- b. Impart key regulatory and credit bureau contractual compliance issues and responsibilities related to the Fair Credit Reporting Act, the Federal Privacy Act of 1974 and related HUD administrative rules as necessary.
- c. Explore program considerations like financial counseling/coaching, credit education, integration into existing resident services/financial capability programming.
- d. Provide guidance on how to develop "opt-in" logistics for public housing residents in the pilot program.
- e. Provide technical assistance to DCHA departments including: Information Technology (ITD), Property Management Operations (PMO) and Office of Financial Management (OFM), to generate simple, consistent data files for submission to the major credit bureaus or third-party service.
- f. Provide programmatic expertise and training on credit building, resident outreach, implementation and outcome tracking best practices to DCHA staff.
- g. Provide toolkit of customizable rent reporting for credit building resident outreach, resident readiness assessment, and other relevant credit building collateral.
- h. Draft and assist DCHA with Final Report for the District of Columbia City Council on the Public Housing Credit-Building Pilot Program at the conclusion of the three-month Assessment Period.

# 2. Rent Reporting

- a. Ensure that DCHA is prepared to transmit twelve (12) months of rental payment data to one or more credit bureaus in a timely and consistent manner by either:
  - Preparing DCHA to become a certified data furnisher to one or more credit bureaus, or
  - Providing a third party service that transmits data from DCHA to one or more credit bureaus
- b. Provide rental data transmission compliance guidance, data quality control checks, and dispute management assistance in advance of pilot program and throughout twelve (12) months of pilot program.

#### 3. Data Analytics

- a. Provide DCHA with access to data analytics that ensure staff can effectively assist pilot program participants (i.e. credit report score data, changes in credit scores)
- b. Collect and provide DCHA with access to data analytics that fulfill the following requirements:
  - 1) The number of residents who opted to participate in the program at each designated property;
  - 2) The number of months in which the average resident at each property participated in the program;
  - The change in credit score for the average participating resident at each property;

#### **SECTION 3 REQUIREMENTS**

All contractors shall comply with the Section 3 program, as defined in the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3), amended by the Housing and Community Development Act of 1992 (1992 Act commonly known as and herein after as the Section 3 Program). Section 3 compliance requires all contractors performing work on behalf of DCHA or any of its subsidiaries to ensure that training, employment, contracting and other economic opportunities generated by the federal financial assistance shall, to the greatest extent feasible, be directed toward low-income and very-low-income persons, particularly those who are recipients of government assistance for housing.

Contractors and subcontractors will:

- 1. Incur all costs required for compliance with the applicable regulations;
- 2. Be subject to DCHA monitoring for compliance, and
- 3. Accept any applicable penalties for non-compliance.

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

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

#### TERM OF CONTRACT

The term of the awarded contract shall be Nineteen (19) months from the date of contract execution, as deemed appropriate in the representation of DCHA; based upon the availability of funds.

#### TYPE OF CONTRACT

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

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

#### MANNER OF AWARD

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

#### INSURANCE

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

Contractor/Consultant shall carry and pay for:

MINIMUM INSURANCE REQUIREMENTS
BASIC COVERAGE
Commercial General Liability (GL):
Per Occurrence: \$1,000,000
Aggregate: \$2,000,000
Products and Completed Operations:\$2,000,000
Personal/Advertising Injury: \$2,000,000
Automobile Liability: \$1,000,000 per occurrence
Workers' Compensation:
Statutory Limits
Employer's Liability:
This coverage is not available to employees if Worker's
Compensation applies (see 32 DC Official Code § 1504). If and
when Employer's Liability insurance applies, however, the
minimum requirements are as follows:
Each Accident: \$500,000
Employee Disease: \$500,000
Disease-Policy Limit: \$500,000
Umbrella or Excess Liability {Required for Coverages below \$1M
Occurrence and \$2M Aggregate}
\$5,000,000
Professional Liability (Errors and Omissions)
Professional Consultant Services with \$1M Per Occurrence and
\$2M Aggregate for General Liability and Employment Practices.
Per Occurrence: \$1,000,000
Aggregate: \$2,000,000

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

(a) Be in place before the execution of any contract awarded, as in-force insurance is a condition precedent;

- (b) Contractor/Consultant shall provide DCHA annual Certificate of Insurance as evidence of the limits of coverage described above;
- (c) In the event the Contractor's insurance expires during the execution of or term of the contract, Contractor must provide DCHA with renewal certificates 30 days prior to the expiration date of the expiring coverage;
- (d) Insurance contracts shall require the insurance company to notify DCHA in the event of a substantial change in coverage during the policy term;
- (e) Be insured by A.M. Best Companies with a rating of A-VIII or higher; companies authorized to do business and in good standing in the District of Columbia, on such companies and on such conditions, and with such beneficial interest appearing thereon as shall be acceptable to the DCHA.

In the event a claim arises under the contract, the Contractor/Consultant will promptly notify the DCHA Contracting Officer's Technical Assistance Representative (COTR) and the DCHA Office of Risk Management (ORM) at 202-535-1835 or by email to <u>ORM@dchousing.org</u>. In addition, the Contractor/Consultant will investigate and furnish the DCHA COTR and ORM with reports of all accidents, claims and potential claims for damage or injury and will cooperate with its insurers and those of DCHA.

#### INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless HUD, DCHA and its respective employees, agents, contractors, Board of Commissioners, members, managers and other representatives (the "Indemnified Parties"), from any loss, cost damage, claim, demand, suit, liability, judgment and expense (including any attorney fees and other costs of litigation) arising out of or resulting from or in connection with any work called for or performed under this contract, any breach by the Contractor/Consultant, its agents, and employees of any provision of this contract, or any negligent or bad faith act(s) or omission (s) or the negligent performance of this contract by the Contractor/Consultant, its agents, employees or any other person or entity for which the Contractor may be responsible. Any provisions or limits of insurance set forth in this contract shall not limit the Respondent's liability. At its own expense, the Respondent shall obtain the necessary insurance coverage acceptable to DCHA to comply with this indemnification requirement; provide evidence of such coverage to DCHA, and such coverage shall be in place before the execution of the contract awarded and as a condition to it. This insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured under your policy.

# EMPLOYEE DISHONESTY INSURANCE-

Upon contract award, Respondent shall provide evidence of employee dishonesty insurance for an amount not less than \$250,000, obtained at its own expense, for the purpose of protecting DCHA against dishonest acts of the Contractor/Consultants and its employees. DCHA must be named as the loss payee. The insurance company, form, limits and content of such coverage will be subject to the approval of DCHA.

#### TASK ORDERS- [RESERVED]

#### PAYMENT/INVOICES

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

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

Submission of Payment Requests

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

District of Columbia Housing Authority

Attn: Office of Financial Management

1133 North Capitol Street, NE, Suite 329

Washington, D.C. 20002-7599

Invoices may be emailed to: <u>DCHApayments@dchousing.org</u>

- b. Proper invoices shall contain the following information:
  - Contract Number
  - Purchase Order Number
  - Identification of matters/services performed consistent with the contract requirement and supporting documentation

# c. Failure to provide all documentation as outlined in item "b" above may delay payment of invoices.

d. DCHA's Accounts Payable Division processes checks for payment every Thursday; except when that date falls on a legal holiday. In the event the processing day falls on a legal holiday, checks will be processed on the next business day.

#### PROPOSAL FORMAT

Proposals shall be submitted in two parts: Technical and Cost. **Please note the proposal shall not exceed twenty (20) pages excluding the Cost Proposal, supporting materials, and exhibits.** Offerors shall submit one (1) original and four (4) copies of both the technical and price proposals, prepared in such format and in such detail as to enable DCHA to make a thorough evaluation thereof and to arrive at a sound determination as to whether or not the offer Offeror can meet the requirements set forth in this solicitation.

All proposals submitted for consideration will be reviewed by the DCHA, with the Offeror receiving the highest rating based on the criteria outlined in this section to be selected as the most capable of providing the services in a manner that is most advantageous to DCHA, cost and other factors considered.

DCHA may reject any or all proposals that are determined not to be in DCHA's best interest. In addition, DCHA reserves the right to waive any formalities or minor irregularities, if it serves DCHA's best interests in doing so.

The technical proposal shall not contain any cost information.

#### At a minimum, Proposals shall be organized as follows with the content below:

#### **PART I: Technical Proposal**

1. Table of Contents

#### 2. Letter of Interest

Provide a letter of interest to include profile regarding the history and attributes of the Offeror, name of entity, address, website and telephone number; name of entity point of contact, telephone number, email address, and a brief description of the understanding of the Scope of Work and entities ability to perform work.

#### 3. Documentation to Substantiate Knowledge

Provide knowledge of all aspects relevant to providing Credit Counseling Services and Rent Payment History Credit Reporting Services.

#### 4. Documentation to Substantiate Experience

Provide details of experience with providing services included in the Scope of Services. Experience should be based upon up to three (3) projects within the past five (5) years of similar scale that demonstrate skill, knowledge and capacity to accomplish the scope of services.

List the client; brief description of the project; deliverables; and current status. If there were any challenges with the project and how the challenge(s) was resolved.

# 5. Staffing Plan

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

# 6. Documentation to Substantiate Management Approach and Methodology Plan

Provide an overview of the management approach and methodology plan to include the means, time, and intended approach to complete the scope of services. Offerors are encouraged to be as specific in their submission as possible to demonstrate an understanding of the objectives of DCHA.

#### 7. Service Approach

Provide details of service approach to include intended approach, key deliverables, and schedule to complete the project. The submission for service approach must include key deliverables and the timeline for completing key deliverables and full scope of services. Offerors are encouraged to be as specific in their submission as possible to demonstrate an understanding of the objectives of DCHA.

# 8. Certifications & Affidavits

# <u>The following Certifications and Affidavits are mandatory proposal</u> <u>requirements. Offerors are to complete and return the following</u> <u>certification forms</u>:

Attachment A-	HUD 5370 General Conditions for Non-Construction Contracts Section I
Attachment B-	DCHA Mandatory Clauses for Small Purchases Other than
Attachment C-	Construction HUD 5369 C Representations, Certifications of Offerors (Non- Construction)
Attachment D-	HUD 5369 B Instructions to Offerors Non-Construction

#### Attachment E- Wage Determination

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

#### PART II: Cost Proposal

#### 9. Price Proposal- Exhibit 1

Offerors shall complete and submit Exhibit 1-Price Proposal to propose to complete the Scope of Services.

Price proposals shall be submitted on Exhibit 1 or in the format provided in Exhibit 1 and include set-up with bureaus, reporting set-up, DCHA staff training, and per client costs.

All fees quoted shall be inclusive of time for meeting with DCHA and stakeholders to develop metrics, pre-work necessary to complete the tasks, as well as post meetings to present findings.

The Price Proposal shall include a breakdown showing fully burdened fees inclusive of direct salary rates; overhead rates; general and administrative rates, if any; and profit or fee required to complete the Scope of Services included in this Letter of Solicitation.

Compensation shall be based on deliverables with no additional charges for routine expenses.

Offer shall ensure that the proposed fee(s) offered are the lowest discounted (government) rate offered to similar clients.

ALL PROPOSALS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY DCHA, AND THE OFFEROR RECEIVING THE HIGHEST RATING, BASED ON THE CRITERIA PRESENTED BELOW, WILL BE SELECTED AS BEING THE MOST CAPABLE OF PROVIDING SERVICES IN A MANNER THAT IS MOST ADVANTAGEOUS TO DCHA, TECHNICAL AND COST FACTORS CONSIDERED. DCHA MAY REJECT ANY OR ALL PROPOSALS THAT ARE DETERMINED NOT TO BE IN DCHA BEST INTEREST. IN ADDITION, DCHA RESERVES THE RIGHT TO WAIVE ANY INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES THE DCHA'S BEST INTEREST IN DOING SO.

#### **EVALUATION & SELECTION CRITERIA**

Proposals will be evaluated with points assigned as detailed in this section to determine the extent to which the Offerors capabilities and approach meet the needs of the DCHA.

Offerors shall respond thoroughly to each of the following evaluation factors, with focus on providing answers that are both clear and concise. If any requirement listed cannot be met, full disclosure must be given, along with an explanation and proposed alternative, if appropriate.

The evaluation factors will be used in determining the competitive range, with a total possible score of **147.5** points.

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

# TECHNICAL AND COST

CRITERIA	MAXIMUM POINTS
Documentation to Substantiate Knowledge	
Provide knowledge of all aspects relevant to providing Credit Counseling Services and Rent Payment History Credit Reporting Services.	20
The above selection criteria will be based on evidence of the following:	
(1) Credit Counseling Services- (10) points	
(2) Rent Payment History Credit Reporting- (10) points	
Documentation to Substantiate Experience	
Provide details of experience with providing services included in the Scope of Services. Experience should be based upon up to three (3) projects within the past five (5) years of similar scale that demonstrate skill, knowledge and capacity to accomplish the scope of services.	
List the client; brief description of the project; deliverables; and current status. If there were any challenges with the project and how the challenge(s) was resolved.	15
The above selection criteria will be based on evidence of the following per project (maximum 5 Points each:	
(1) Relevance- Project similarity to DCHA Scope of Service- (3) points	
(2) Capability- Evidence of Skill, Knowledge, and Success (2) points	

Staffing Plan	
Provide Experience and Capability of Individuals who will work on the contract. Provide Organizational Chart with responsibilities of each Key Project Staff, Include an Overview/Resume of Management and Key Project Staff to include Education, Experience, Licenses and Certifications as evidence of key individuals' ability to provide services required to complete the Scope of Services.	15
The above selection criteria will be based on evidence of the following:	15
(1) Capacity- Key Project Staff Experience and Education- (5) Points	
(2) Reasonability- Proposed Staffing Plan appropriate for scale of DCHA Project- (3) Points	
(3) Organizational Chart- Demonstrates allocation of Staff for requirements of Scope of Services- (2) Points	
(4) Trade & Industry Affiliation, Certification and Licensure - (5) points	
Management Approach and Methodology Plan	
Provide an overview of the management approach and methodology plan to include the means, time, and intended approach to complete the scope of services. Offerors are encouraged to be as specific in their submission as possible to demonstrate an understanding of the objectives of DCHA.	
The above selection criteria will be based on evidence of the following:	20
(1) Management Plan- Proposed Management Approach demonstrates capacity to provide oversight and management of all services required to complete Scope of Services - (10) Points	
(2) Methodology Plan- Proposed Means, Time and Intended Approach detail an achievable plan to accomplish the DCHA project with the project timeline- (10) Points	

Service Approach		
Provide details of service approach to include intended approach, key deliverables, and schedule to complete the project. The submission for service approach must include key deliverables and the timeline for completing key deliverables and full scope of services. Offerors are encouraged to be as specific in their submission as possible to demonstrate an understanding of the objectives of DCHA. The above selection criteria will be based on evidence of the following:	20	
(1) Proposed Service Approach- Proposed Plan demonstrates aptitude to provide the Scope of Services- (5) Points		
(2) Compliance- Proposed Service Approach includes plan to identify, and resolve project challenges- (5) Points		
(3) Methodology Plan- Proposed Means, Time and Intended Approach detail an achievable plan to accomplish the DCHA project with the project timeline- (10) Points		
Section 3		
1. Hiring Section 3 Residents- 6 Points		
2. Contracting to Section 3 Business Concerns- 6 Points	20	
3. Other Economic Opportunities- 4 Points		
4. Past Performance- 4 Points		
COST		

Price Proposal		
Offerors shall complete and submit Exhibit 1-Price Proposal to complete the Scope of Services.	30	
All fees quoted shall be inclusive of time for meeting with DCHA and stakeholders to develop metrics, pre-work necessary to complete the tasks, set-up with bureaus, reporting set-up, DCHA staff meetings and training, per client costs as well as post meetings to present findings.		
The Price Proposal shall include a breakdown showing fully burdened fees inclusive of direct salary rates; overhead rates; general and administrative rates, if any; and profit or fee required to complete the Scope of Services included in this Letter of Solicitation.		
Compensation shall be based on deliverables with no additional charges for routine expenses.		
Offer shall ensure that the proposed fee(s) offered are the lowest discounted (government) rate offered to similar clients.		
TOTAL MAXIMUM POINTS TECHNICAL & COST	140	

#### **BONUS POINTS**

# Business Enterprise Designation Points for Small, Minority and Woman-Owned Business (Maximum 7.5 Bonus Points)

DCHA will add additional points for Small, Minority and Women-Owned Business Enterprise Designations after the technical evaluations have been completed and the competitive range has been established by the Procurement Officer.

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

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

"Small" means a firm with 500 employees or less

"Minority" means 51% ownership; and

"Woman-Owned" means 51% ownership.

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

The points will be awarded in the following manner:

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

A maximum of 7.5 points can be added to the score of a technically qualified Offeror who is in the competitive range.

#### TOTAL MAXIMUM POINTS (to include Bonus Points)147.5

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

# **RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS**

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

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

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

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

#### PROTEST

Any 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 Protester, as defined below, in all instances, must pursue a remedy through the established administrative procedures of DCHA prior to pursuing a protest with the Federal agency, defined below. Guidelines and procedures that must be followed are presented herein.

# DEFINITIONS

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

Executive Director. The Executive Director of DCHA.

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

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

# PROCEDURES

- 1. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days of contract award by the Contracting Officer on behalf of DCHA, or the protest will not be considered, unless a different time period has been established, if applicable. In such cases, the time-period set forth in the solicitation and/or contract prevails. The complaint must be in writing, and at a minimum must identify the name , address and phone number of the Protestor; Solicitation number and project title; a detailed statement of the basis for the protest; supporting evidence or documents to substantiate any arguments; form of relief requested.
- 2. The Contracting Officer may suspend the procurement pending resolution of the protest, if warranted by the facts presented.
- The Contracting Officer shall issue a written decision to the Protestor within ninety (90) days of its receipt by certified mail with return receipt requested. The written decision shall state a description of the claim; a reference to the pertinent clause; a

statement of the factual areas of agreement or disagreement; a statement of the Contracting Officer's decision with supporting rationale; and a statement referencing appeal rights.

- 4. The Contracting Officer's Final Decision may be appealed to the DCHA Executive Director through the Office of the General Counsel. Such request must be in writing and made within ten (10) calendar days of receipt of the Contracting Officer's decision.
- 5. The DCHA Executive Director's decision may be appealed to the District of Columbia Board of Contract Appeals (CAB) or other court of competent jurisdiction as determined and agreed to by the Parties. The appeal must be filed within thirty (30) days of receipt of the decision rendered by the DCHA Executive Director, or other time period required by the selected court of competent jurisdiction, as applicable.
- 6. The DCHA Board or Commissioners has no jurisdiction over Bid Protests.
- 7. All protests, except those directed to CAB, shall be addressed to the administrative offices of DCHA. The address of the administrative offices of DCHA is as follows:

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

# INQUIRIES/QUESTIONS

Inquiries or questions concerning this solicitation **shall be submitted in writing to the Issuing Office no later than 2:00 p.m.**, **on Monday, November 25, 2019.** Inquiries/questions shall be emailed to Kimberly Allen, Procurement Manager to <u>kallen@dchouisng.org</u> with copy to <u>business@dchousing.org</u>.

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

#### PROPOSAL SUBMISSION

Respond as outlined and submit ONE (1) original and FOUR (4) copies of the Proposal, typed and prepared on standard 8.5 x 11 letter size paper with material printed on one side only. All Proposals in response to this Letter of Solicitation must be RECEIVED no later than 11:00 a.m., Monday, December 2, 2019 at the address listed below.

District of Columbia Housing Authority

Office of Administrative Services- Contracts and Procurement

1133 North Capitol Street, NE, Suite 300

Washington, D.C. 20002-7599

Attn: Cheryl Moore, Contracting Officer

Letter Solicitation Number: 0009-2020

"Rent Reporting for Credit Building -Technical Assistance Provider"

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

PROPOSALS RECEIVED AFTER THE DEADLINE MAY NOT BE CONSIDERED.

Sincerely,

Bud For

CheryMoore

**Contracting Officer**