
DISTRICT OF COLUMBIA HOUSING AUTHORITY
CONTRACTS AND PROCUREMENT



REQUEST FOR PROPOSAL

0041-2018

ISSUE DATE: October 1, 2018 **CLOSING DATE:** October 31, 2018

CAPTION: General Legal Services

Table of Contents

SECTION A –INTRODUCTION	1
A.1 OVERVIEW	1
A.2 BACKGROUND	1
A.3 SELECTION PROCESS- [RESERVED]	2
SECTION B – SCOPE OF SERVICES	3
B.1 DESCRIPTION OF SERVICES.....	3
SECTION C- INSTRUCTIONS, CONDITIONS AND NOTICE TO RESPONDENTS	10
C.1 GENERAL	10
C.2 SUBMISSION OF PROPOSALS QUESTIONS/INQUIRIES.....	10
C.3 SITE VISIT- [RESERVED]	11
C.4 PRE-PROPOSAL CONFERENCE- [RESERVED].....	11
C.5 SUBMISSION DATE.....	11
C.6 CONTENT OF PROPOSALS	11
C.7 TECHNICAL PROPOSAL.....	12
C.8 PRICE PROPOSALS.....	15
C.9 CONFLICT OF INTEREST	16
C.10 COMPLETE PROPOSALS	17
C.11 MANNER OF AWARDS	17
C.12 RETENTION	17
C.13 FAILURE TO SUBMIT RESPONSE	17
C.14 UNNECESSARILY ELABORATE PROPOSALS	17
C.15 PROPRIETARY OR CONFIDENTIAL INFORMATION.....	17
C.16 LATE PROPOSALS, MODIFICATIONS AND WITHDRAWAL OF PROPOSALS	18
C.17 FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF RESPONDENT.....	18
C.18 SIGNING OF PROPOSALS	18
C.19 FREEDOM OF INFORMATION ACT.....	19
C.20 PROPOSAL GUARANTEE AND ACCEPTANCE PERIOD.....	19
C.21 ACKNOWLEDGMENT OF ADDENDA/AMENDMENTS.....	19
SECTION D - CONTRACT TERMS	20
D.1 TERM OF CONTRACT	20
D.2 TYPE OF CONTRACT.....	20
D.3 TIME.....	20

D.4	INSURANCE.....	20
D.5	INDEMNIFICATION.....	22
D.6	OPTION TO EXTEND THE TERM OF THE CONTRACT.....	23
D.7	METHOD OF COMPENSATION	23
D.8	TASK ORDERS	24
D.9	AFFIRMATIVE ACTION PROGRAM.....	25
D.10	SECTION 3 REQUIREMENTS- [Mandatory for All Respondents]	25
D.11	RESTRICTION ON DISCLOSURE AND USE OF DATA.....	27
D.12	RESPONSIBLE CONTRACTORS	28
D.13	EMPLOYEE DISHONESTY INSURANCE	28
D.14	RESPONDENT’S KEY PERSONNEL.....	28
D.15	CONSENT TO SUBCONTRACT.....	29
D.16	FAIR HOUSING EQUAL OPPORTUNITY CLAUSE.....	29
D.17	THE AMERICAN WITH DISABILITIES ACT OF 1990 (ADA)	29
D.18	SECTION 504 OF THE REHABILITATION ACT OF 1973 (AS AMENDED).....	29
D.19	NO WARRANTY.....	29
D.20	EXPENSE OF THE RFP SUBMISSION	29
D.21	CANCELLATION.....	30
D.22	PROTEST	30
D.23	BEST AND FINAL OFFERS.....	31
D.24	DAVIS BACON REQUIREMENTS-[RESERVED]	32
D.25	MCNAMARA - O’HARA SERVICE CONTRACT ACT.....	32
D.26	SELECTION NON-BINDING.....	32
D.27	QUALIFIED BIDDERS LISTING (QBL)- RESERVED	32
SECTION E - EVALUATION FACTORS FOR AWARD.....		32
E.1	EVALUATION OF PROPOSALS.....	32
E.2	RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS.....	33
E.3	EVALUATION AND SELECTION CRITERIA.....	33
SECTION F-TIMETABLE (SELECTION PROCESS)		38
F.1	TIMETABLE.....	38
SECTION G – EXHIBITS, APPENDICES & ATTACHMENTS		39
G.1	EXHIBITS	39
G.2	APPENDICES-[RESERVED].....	39
G.3	ATTACHMENTS.....	39

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 (HUD)'s Moving to Work (MTW) Demonstration Program.

A.2 BACKGROUND

DCHA is “an independent authority of the District government.” D.C. Code § 6-202(a) (2016). As one of the most innovative housing authorities in the nation, DCHA and is actively pursuing non-governmental sources of financing, as well as HCVP homeownership assistance, project-based HCVP assistance, District funding, other federal funding sources, bond funding, and different types of District and federal tax credits. DCHA creative use of its designation as a MTW authority, DCHA's regulatory flexibility under MTW as well as each of the aforementioned financing sources, may raise novel or complex issues related to financing, operations and litigation. DCHA and/or its affiliated entities may require assistance in the following areas of law:

1. General Litigation, including contracts and torts
2. Labor and Employment
3. Government Contracts
4. District of Columbia government relations
5. Real Estate Transactions/Finance/Multifamily Housing/Mixed-Finance
6. Land Use and Zoning
7. Environmental Law
8. New Markets Tax Credits
9. Privacy and Information Technology and Management
10. Intellectual Property
11. HUD Regulatory Matters
12. DCHA and District Matters; Municipal Law; Corporate Issues related to DCHA Board of Commissioners
13. IRS Compliance; General Corporate Law; Risk Management; Insurance

14. General Legal Matters

DCHA and/or its affiliated entities require the services of qualified law firms to provide legal services and advice as issues arise in connection with its operations. DCHA and its affiliated entities intend to award multiple contracts for the aforementioned services for a period of two years, with an option for a third year, based on the availability of funds. DCHA anticipates that for any particular area of law, it would have available one or more firms that would be under contract and could be available on short notice to respond to requests for advice.

The DCHA's Office of General Counsel ("OGC") anticipates that the majority of the legal work will be handled or managed in-house by OGC. Considering OGC's in-house capacity, the majority of Contracts entered into pursuant to this RFP would be advisory and supplemental, tailored to distinct issues. In some limited instances, outside counsel will be asked to provide advice to DCHA on more complex matters requiring expertise beyond that of OGC. The amount of legal work that may be requested from any firm under contract cannot be predicted and will depend on the staffing and level of activity within DCHA and OGC.

DCHA's affiliated entities include entities that are wholly owned and controlled by DCHA (including corporations that were formed by DCHA and have the same board members), limited liability companies (with DCHA as the sole member), limited partnerships (including a DCHA-controlled entity as a general partner), and other entities in which DCHA does not have a controlling interest. These entities include, but are not limited to, DC Housing Solutions, Inc., Capitol Housing Partners, Inc., DC Housing Enterprises, Constructive Services Administration LLC, DC Housing Commercial LLC, Community Vision, Inc. Additional DCHA affiliated entities include limited partnerships with a DCHA-controlled general partner, including, but not limited to Highland Dwellings LP and Parkway Overlook LP. Entities that are wholly owned or controlled by DCHA must follow DCHA procurement practices, and procurement through this RFP will qualify Respondents to perform work for these entities.

Interested firm(s) and/or individual(s) ("Respondents") are hereby invited to submit proposals to the DCHA that demonstrate an ability to provide legal services as further detailed in the Scope of Services.

A.3 SELECTION PROCESS- [RESERVED]

SECTION B – SCOPE OF SERVICES

B.1 DESCRIPTION OF SERVICES

This Scope of Services provides descriptions of fourteen separate areas of law. A response to as few as one area of law is encouraged for firms with a single area of expertise. Respondents should limit their offers to those categories of law in which they can show in-depth experience and capabilities.

In addition to the requirements included in this scope of services, we expect our outside counsel to keep the DCHA Office of General Counsel regularly updated regarding developments in the law in the area(s) of expertise of the firm.

B.1.1 Respondents awarded contracts, (“The Firm”), (“Contractor”) in response to proposals to provide legal counsel in one or more of the following fourteen area(s) of law. Contractors shall provide services to include but not limited to the primary requirements described below for each area of law.

General Litigation, including contract and torts

- a) Represent DCHA and/or its affiliated entities in District of Columbia local and federal courts and administrative venues in litigation matters in the areas of contracts, torts, civil rights, regulatory compliance, labor and employment, tax, personal injury, and other areas of law that DCHA may need from time to time;
- b) Provide legal advice, legal research and legal opinions, in writing or orally, with respect to issues involving DCHA;
- c) Be available for consultation and advice before or at hearings, proceedings, and other forums where legal advice and representation are requested; and
- d) Prepare all pleadings, briefs, or other written documents relating to litigation.

B.1.2 Labor and Employment

Provide legal services in the following areas of labor and employment:

- a) Labor relations and negotiations;
- b) Representation of DCHA and/or its affiliated entities, as applicable, in matters before the DC Public Employee Relations Board, the Department of Human Rights, the Office of Employee Appeals, and other administrative tribunals for labor and employment disputes;

- c) Collect bargaining;
- d) Handling of employee and/or employer grievances;
- e) Defense of employment claims in various venues;
- f) Defense of employment litigation in various venues including the administrative agencies, state court, and federal court;
- g) Offensive litigation in the employment and/or labor area;
- h) Sexual harassment prevention (including possibly providing labor counsel, advising on conduct of staff, training in this area or, alternatively, coordinating with outside entities to provide such training) and investigations;
- i) Discrimination prevention (including possibly providing labor counsel, advising on conduct of staff, training in this area or, alternatively, coordinating with outside entities to provide such training) and investigations;
- j) Establishment and/or amendment of workplace policies;
- k) Time and attendance issues, including, but not limited to, FMLA practices;
- l) Establishment and/or amendment of benefit plans;
- m) Management of both management confidential employees and officers and staff within several collective bargaining units;
- n) Compensation and insurance issues, including, but not limited to, medical, workers' compensation and disability, and Officer and Director liability;
- o) Internal and external investigations;
- p) Americans with Disabilities Act matters; and
- q) Occupational Safety and Health matters.

B.1.3 Government Contracts

Advise DCHA and/or its affiliated entities on all aspects of public procurement from planning and advertising to evaluation, negotiation, selection, and contract award. Experience at both the federal and local level is preferred. Interpret and apply DCHA procurement rules and any other rules, regulations, or procedures applicable to DCHA or District of Columbia procurements, as well as procurement regulations issued by HUD at 200 C.F.R. Part 200 et seq., other federal regulations, and applicable HUD guidance. Respondents should also

demonstrate familiarity with applicable workforce development and MBE/WBE requirements. Contractors will be expected to advise DCHA and/or its affiliated entities as they make and defend legal challenges and to provide counsel on dispute resolution and avoidance.

B.1.4 District of Columbia Government Relations

Respondents should demonstrate extensive experience in the following areas: (i) working and building relationships with DC Government officials at both the DC Council and the executive branch agencies, Federal government experience, including relationships with HUD officials will be a plus; (ii) providing solutions to overcome market, legislative, and regulatory obstacles; (iii) identifying innovative or underutilized government funding sources for DCHA projects; and (iv) securing appropriated funds or grants for municipal projects. Respondents should clearly demonstrate familiarity with both federal and local legislative and regulatory processes that impact DCHA functions and whose outcomes govern DCHA activities. Experience in facilitating securing funding for environmental remediation, transportation-related development, or land acquisition is particularly beneficial. Contractors will be expected to provide advice and strategy on federal land acquisition and other related matters. Contractors will be expected to provide strategic advice on all projects and demonstrate an ability to obtain the attention and responsiveness of DCHA and/or its affiliated entities' federal and local partners.

B.1.5 Real Estate Transactions/Finance/Multifamily Housing/Mixed-Finance

- a) Provide transaction support (including the drafting of documents, legal advice, legal research and legal opinions) in writing or orally on matters involving DCHA and/or its affiliated entities. Real Estate support to DCHA will include advice on the legal requirements of HUD and the District of Columbia government as they relate to real estate transactions involving redevelopment projects, affordable housing projects, low-income housing production projects (e.g., applications for Choice funding, mixed-finance approvals, project-based HCVP assistance, and reactivation of public housing subsidy), tax exempt bonds, low-income housing tax credits, commercial financing, tax and other such matters related to DCHA and or its affiliated entities' real estate transactions, as may be modified or impacted by DCHA's status as an MTW agency;
- b) Consult, advise, and/or appear at hearings, proceedings, and other forums where legal advice and representation are requested;

- c) Draft and prepare for execution real estate documents, manuals, regulations, legislation, memoranda, opinions, letters, briefs, motions, applications for grants or waivers to any oversight body (including HUD and the IRS), or any other type of document necessary or useful in assisting DCHA and/or its affiliated entities in real estate matters;
- d) Assist in due diligence work related to property acquisition and disposition, including matters regarding title (and surveys as applicable), zoning, environmental matters, and tax issues, as well as monitor compliance with Federal and District law requirements; and
- e) Advise and, as necessary, represent DCHA and/or its affiliated entities in matters of bankruptcy, receivership, foreclosure, and/or collection matters.

B.1.6 Zoning Law

Contractors must be able to offer an expert level of counsel for land use and zoning issues arising in the District of Columbia. DCHA and/or its affiliated entities require a firm that can demonstrate general experience with handling zoning matters before the District of Columbia Zoning Commission, the DC Office of Planning, and the Board of Zoning Adjustment. The firm must have an active zoning practice in the District of Columbia. In addition to assessing technical proficiency with District of Columbia zoning law, the firm should have recent experience resolving zoning and land use controversies in District neighborhoods.

B.1.7 Environmental Law

Provide legal advice in consultation with OGC to DCHA and/or its affiliated entities in the following areas:

- Environmental and related land use matters;
- National Environmental Policy Act (“NEPA”);
- Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”);
- The Residential Lead-Based Paint Hazard reduction Act of 1992 (“Title X”) and implementing regulations at 24 CFR Part 35, Subparts A-R;
- The Lead-Hazard Prevention and Elimination Act of the District of Columbia and implementing regulations;
- The District of Columbia's Air Quality Amendment Act of 2014 and implementing regulations;
- The federal requirements governing asbestos-related activities, for example 40 CFR Part 61, Subpart M and 29 CFR 19010.12, among others;
- Local and federal requirements governing mold;

- Guidance to DCHA on compliance with federal and local statutes and regulations applicable to environmental compliance and land use;
- Guidance to DCHA on compliance with federal and local regulatory requirements for wetlands, flood plains, hazardous substances, brownfields, contaminated sites, and hazardous wastes; and
- Guidance on historic preservation matters regarding the real property to be transferred in jurisdiction or fee.

B.1.8 New Markets Tax Credits

Provide legal advice in consultation with OGC to DCHA and/or its affiliated entities in the following ways:

- Review NMTC Allocation Agreements;
 - Advise on NMTC transaction structuring, underwriting, and closing;
 - Provide legal opinions on tax credit documents and compliance requirements for closings;
 - Assist with negotiating the best terms and conditions with the chosen tax credit investor and partnering CDE(s);
 - Review and provide legal opinions on financial projections;
 - Assist with identifying the best approaches for managing and complying with NMTC allocation and compliance requirements; and
 - Structure appropriate exit strategies for selected projects.
- a) Contractor will also assist DCHA and/or its affiliated entities with preparing closing checklists and closing documents for the closing of DCHE Board-approved projects.
 - b) Assist DCHA and/or its affiliated entities in negotiating the best terms for loans, QLICI, and all related documents required to close approved projects.
 - c) Provide legal opinion and recommendations for underwriting due diligence, tax compliance and finalizing deal structures, and closings that limit risk for DCHE and its affiliates.
 - d) Provide legal opinions and recommendations for complying with NMTC requirements and the seven-year repayment structure.
 - e) Provide legal advice on the legal structure of Sub-CDE's and assist with establishing Sub-CDE's for future deals as needed.
 - f) Assist DCHA and/or its affiliated entities with developing QLICI loan documents and legal documents attributed to the formation of Sub-CDE's and with indemnification and operating agreements, including fee and expense agreements for each deal.

- g) Provide legal due diligence consisting of reviews for good standing, liens, title and surveys to ensure all projects approved for funding are free of encumbrances.

B.1.9 Privacy and Information Technology and Management

Provide legal advice and services on matters relating to data security; cybersecurity; data privacy issues; procurement, integration, implementation, and support of software and computing devices; outsourcing; cloud computing; hosting and managed services transactions; data and content licensing agreements; professional services contracts; website and ecommerce arrangements; and related matters. The amount of Privacy and Data Security work anticipated is not known before the contract award.

B.1.10 Intellectual Property

Provide legal advice and services on matters involving intellectual property, including patent, copyright, trademark, and trade secrets issues; technology transfer and licensing; and prosecuting and/or defending claims of infringement.

B.1.11 HUD Regulatory Matters

Contractor will

- a) Prepare documents for DCHA Moving to Work and Annual Moving to Work Plans and Reports;
- b) Provide advice on matters regarding policy decisions and internal operations;
- c) Prepare and/or advise in the preparation of applications for grants, waiver requests, or submissions to HUD;
- d) Prepare and/or advise in the preparation of Assessment of Fair Housing reports and related submissions;
- e) Upon request, make presentations at meetings, including public hearings, with DCHA staff; DCHA Commissioners; DCHA subsidiary staff, directors, or managers; other regulatory or legislative bodies; District and Federal officials; or firms and consultants working with DCHA and/or its affiliated entities regarding HUD law, regulations, or guidance; and

- f) Provide advice on matters related to compliance with HUD law, regulations, guidance, and practice related to complex financing transactions, operation of the various DCHA subsidy programs, use of program income, and other matters subject to HUD compliance.

B.1.12 DCHA and District Matters; Municipal Law; Corporate Issues Related to DCHA Board of Commissioners

The firm will:

- a) Draft and prepare corporate documents, manuals, regulations, legislation, memoranda, opinions, letters, briefs, motions, applications for grants or waivers to any oversight body (including HUD and the IRS) or any other type of document necessary or useful in assisting DCHA and/or its affiliated entities in corporate matters;
- b) Provide advice, research and draft memoranda and opinions, or produce other legal documents, as required, regarding the authority of DCHA, as an independent authority of the District of Columbia, to take various actions, and the application of municipal law to DCHA;
- c) Coordinate, facilitate, negotiate contracts, licenses, or other agreements, approvals, or any other matter related to the operations of DCHA among one more District agencies.
- d) Make presentations at meetings with DCHA staff, the DCHA Board of Commissioners, at DCHA public hearings, to other regulatory or legislative bodies, to District and Federal officials, or to firms and consultants working with DCHA regarding DCHA or District law, regulations, or guidance.
- e) Provide advice on corporate issues related to the DCHA Board of Commissioners, including conflicts of interest, bylaws interpretation, statutory interpretation, and other issues impacting the Board members individually or the Board as a whole.

B.1.13 IRS Compliance; General Corporate Law; Risk Management; Insurance

The firm will provide advice on IRS compliance issues, especially with respect to ongoing low-income housing tax credit compliance issues; 501(c)(3) formation and ongoing compliance; and other IRS issues that may be relevant to the work of DCHA or its affiliated entities. Respondents should include experience with entities created and partially or wholly controlled by housing authorities. The firm will provide advice on issues related to general corporate law, including drafting and preparing corporate formation documents.

The firm will provide advice on issues related to risk, liability, and insurance for DCHA and affiliated entities engaged in real estate development, construction, property management, social service delivery, and other related activities.

B.1.14 General Legal Issues

The firm will also provide other necessary legal services not described in this RFP when DCHA believes that the firm is qualified to provide these other necessary legal services and when DCHA believes that it is in the best interest of DCHA for the firm to provide these other necessary legal services.

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, October 16, 2018 by 12:00 PM noon. Please copy all inquiries sent to the Contracting Officer to the Contract Specialist responsible for this RFP, LaShawn Mizzell-McLeod by email to LMMCLEOD@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 the “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- [RESERVED]

C.4 PRE-PROPOSAL CONFERENCE- [RESERVED]

C.5 SUBMISSION DATE

All proposals must be received by 11:00 AM on Wednesday, October 31, 2018.

Proposals shall be submitted in sealed packaging marked “RFP 0041-2018 General Legal Services” 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 thirty 30 pages, excluding the Price Proposal and supporting materials as detailed in Section C.6.1 and C.6.2 below for the first area of law proposed. Respondents shall be allowed a maximum of three (3) additional pages for each area of law proposed. For example a proposal to provide General Legal Services for three areas of law is limited to a maximum of thirty-six (36) pages. 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, bound length-wise, with tabs to separate sections.
- Proposals must include each item in the order outlined below in Section C.6.2, C.7 and C.8 below.
- Each sub-section must be separated by tabs with sub-section headings.
- Technical Proposals are limited to the number of pages based upon area(s) of law proposed, printed 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
 - List and Documentation of Licenses, Certifications, Affiliations
 - Documentation to Substantiate Prior Experience
 - Documentation to Substantiate Experience with Management Planning and Staff Capabilities
 - References
- 4) Experience with HUD Section 3 & Section 3 Plan
- 5) Minority Women Certified Business Enterprise (M/ WBE/ CBE) Equity Plan
- 6) Certifications and Attachments

PART II: Price Proposal shall contain:

- 1) Pricing
Package No. 2 shall contain price proposals only.
Complete Exhibits I Price Proposal

C.7 TECHNICAL PROPOSAL

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

C.7.1 Table of Contents

C.7.2 Executive Summary/Introduction

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 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 List and Documentation of Licenses, Certifications, Affiliations

Respondent should provide a listing of staff identified to provide services under a DCHA contract with an overview/resume that provides a description of their respective roles and responsibilities and licenses and certifications that provides evidence of entity's and key individuals' law practice trade affiliations and ability to provide services required to complete the Scope of Services.

C.7.4 Documentation to Substantiate Prior Experience

- (i.) General Experience: Describe generally and then identify: (a) the key personnel proposed and their legal specialties, (b) the contract responsibilities proposed, and (c) the number of years of experience (or number of transactions) in the areas the firm selects in one or more categories listed in B.1. of this RFP.

Respondent(s) need not, and is not expected to, offer to provide services in all major categories as outlined in the scope of services in B.1 of this RFP to be considered responsive. A response to one area of law is encouraged for firms with a single area of expertise. Respondents should limit their offers to those categories in which they can show in-depth experience and capabilities. Additionally, the Respondent should identify any personnel who may be called on for special services but who will be contributing less than 5% of the contract services.

- (ii.) Specific Experience. Describe generally and then identify no less than two and no more than five matters in which the firm and the key personnel have been counsel within the last five years in the categories listed in Section B.1 of this RFP for which the Respondent proposes to provide services. Please identify (a) the nature of the matter; (b) the regulatory bodies, if any, involved; (c) the time it took to resolve the matter; and (d) the party represented, e.g., public housing authority, other state or local governmental or quasi-governmental entity, federal governmental entity, lender, developer, investor, issuer, or borrower.
- (iii.) Unique Experience. Describe in some detail the resolution of one or more unique legal issues that arose in one or more of the matters identified in the scope of services above. Please identify the issue and the resolution, as well as the process necessary to resolve the issue, and state whether the client relationship was with a regulatory body, a contractor, an employee/er, a grantee/or, etc.

C.7.5 Documentation to Substantiate Experience with Management Planning and Staff Capabilities

- (i.) Respondent will satisfactorily demonstrate experience in meeting this goal and objective of the RFP by including a description of its use of legal technology in research, support, and communication with DCHA and other parties. Provide evidence that clearly demonstrates past performance.
- (ii.) Paralegals and non-legal staff should have specific experience required to perform the Scope of Services. Describe and identify the qualifications of key personnel to be used in this contract.

C.7.6 References

(Supporting Documentation not included in 30-page limitation.)

Provide a list of at least three (3) but no more than six (6) past or current projects similar to the legal services outlined in this solicitation. Limit the past legal services to the past three (3) years. The list must include the name and location of the project; the role of the team (or team member) in the project; and the name, complete mailing address, telephone number, and email address of the person most familiar with the work performed. Include the list of the area(s) of law from Section B.1 of this RFP that the firm provided work to this reference for the referenced project.

Identify any housing-related organizations or housing-related clients the firm has worked with (funders, resident association councils, resident association presidents, organization partners). If the Respondent has such experience, one reference should be from a participant in one of the firm's programs.

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

C.7.7 Experience with HUD Section 3 and Section 3 Plan

(Supporting Documentation 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.10 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.7.8 Minority/Women/Certified Business Enterprise (M/WBE) Equity Plan

(Supporting Documentation not included in 30-page limitation.)

- a. Respondents should submit narrative information about their policies, plans, activities and accomplishments in creating a diverse workforce, both in their legal and administrative support staffs. The narrative should also indicate any experience utilizing M/WBEs and to what extent minorities and women are included in the team that will advise DCHA.

- b. Describe the diversity profile of the Respondent's shareholders, members or partners, of counsel and associates. Please include a description of how women and minorities hold positions of leadership in the Respondent's organization, including any history of such participation.

C.7.9 Certifications/Attachments

(Supporting Documentation not included in 30-page limitation.)

Respondents to this solicitation are required to complete and return the Certifications and Affidavits included in the attachment listed below. The Attachments can be downloaded from Section G. The Certification and Affidavits are mandatory proposal requirements.

Attachment A: HUD 5370 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: Representations, Certifications, and Other Statements of Bidders

Attachment H: Statements of Bidders Qualifications

Attachment I: Section 3 Contractor Compliance Agreements

Attachment J: Conflict of Interest Certification

Attachment K: [RESERVED]

Attachment L: Benchmark Standards and Menu of Expanded Options for
Compliance with DCHA's Section 3 Program

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

Attachment N: Wage Determination

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

C.8 PRICE PROPOSALS

Provide pricing that is consistent with the Scope of Services for each year of services proposed, Year One, Two and Option Year Three.

C.8.1 Proposal Content

The price is required to be proposed in a fixed fee in terms of hourly costs for each type of participant, and travel costs. Compliance with Section 3 of the U.S. Housing Act as defined in 24 CFR Part 135 should be included.

The Price Proposal shall include a breakdown showing a fully burdened hourly rate for each personnel classification by nature of the work required to complete the Scope of Services included within this Solicitation. No blended rates will be accepted. No administrative personnel charges will be accepted. All overhead and administrative costs should be included in the professional hourly rates.

A detailed Price Proposal including the personnel to be used in performance of the contract shall be identified and their rates shall be supported by supplying the following:

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

C.8.2 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.8.3 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.8.4 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.8.5 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. DCHA requires a review of all conflicts of interest upon description of the engagement. A conflict with another district agency is not a conflict with the DCHA and does not require a waiver from DCHA.

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 or contracts 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 office 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 a 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 with one (1) one-year Option period, 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 Indefinite Delivery Indefinite Quantity (IDIQ) contract(s) 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. The work will be issued by task orders that will specify the scope of work and dollar amount of each Task Order.

DCHA anticipates a minimum contract award of One Hundred Thousand dollars (\$100,000.00) up to a maximum aggregate award of One Million Eight Hundred Thousand dollars (\$1,800,000.00) per contract throughout any awarded three-year contract term to include a one-year Option Year.

All work will be assigned by and performed by Task Order. Task Orders specify the scope of work and dollar amount of each assignment under the contract.

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(s), at its expense, shall obtain the minimum insurance coverage set forth below and keep such insurance in force throughout the contract period. All insurance provided by the Respondent in this section shall set forth DCHA as an additional insured (**as applicable**).

Contractor shall carry and pay for:

PROFESSIONAL SERVICES MINIMUM INSURANCE REQUIREMENTS
BASIC COVERAGE
Commercial General Liability (GL): Per Occurrence: \$2,000,000 Aggregate: \$4,000,000 Products and Completed Operations: \$2,000,000 Personal/Advertising Injury: \$2,000,000
Automobile Liability: \$1,000,000 per occurrence
Workers' Compensation: Statutory 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
Umbrella or Excess Liability {Professional Consultant Services with \$1M Per Occurrence and \$2M Aggregate for General Liability and Employment Practices} \$5,000,000
Employment Practices Liability: Per Occurrence: \$2,000,000 Aggregate: \$4,000,000
Employee Dishonesty: \$250,000
Errors & Omissions: \$1,000,000
Professional Liability: Per Occurrence: \$2,000,000 Aggregate: \$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.

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

1. Option Period

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

2. Option to Extend the Term of the Contract

- a. 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.
- b. The hourly rate for the option period and any subsequent extensions shall be specified in the contract.
- c. 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/consultant.
- d. 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
 - Task Order Number
 - Identification of matters/services performed consistent with the contract requirement and supporting documentation.
- c. Failure to provide all documentation as outlined in item “b” above may delay payment of invoices.
- d. DCHA’s Office of Financial Management and DCHA’s Accounts Payable Division processes checks for payment every Thursday. When that date falls on a weekend or holiday, checks will be processed on the next business day.

D.8 TASK ORDERS

Services to be furnished under awarded contracts, shall be ordered by issuance of Task Orders authorized by DCHA General Counsel and executed by the Contracting Officer of DCHA. Such task orders may be issued from the date of contract execution through the date of contract expiration. Task Orders are limited to the solicited Scope of Work and the terms and conditions of the contract. In the event of a conflict between The Task Order and the contract, the contract shall control.

- A. The estimated amount or performing any one or more Task Orders awarded pursuant to the contract shall not exceed the total ceiling. No notice, communication, or representation in any form from any person other than the DCHA Contracting Officer shall change the ceiling of the entire contract. In the absence of the specified notice, DCHA is not obligated to pay any amount in excess of the ceiling of the contract, whether such amounts were incurred during the course of the contract period or as a result of termination.
- B. Task Orders (Orders) will be initiated by the DCHA Contracting Officer's Technical Representative (COTR) in the Office of General Counsel, in consultation with the Executive Director or designee; pursuant to the contract with specific ceilings for the task identified. Contractors must agree to use best efforts to perform the work specified in any task order within the ceiling specified, or else decline to accept the Task Order.
- C. The Contractor shall notify DCHA in writing whenever Contractor has reason to believe that the total estimated amount for the performance of a Task Order will be greater than the ceiling. As part of the notification, the Contractor shall provide a revised estimate of the total estimated amount of performing the task.
- D. DCHA is not obligated to pay the Contractor for amounts incurred in excess of the Task Order ceiling and the Contractor is not obligated to continue performance under a Task Order (including actions under the termination clauses of this contract) or otherwise incur amounts in excess of the ceiling until DCHA has notified the Contractor, in writing, that (i) the estimated amount has been increased and (ii) provides a revised ceiling for performing the Task Order.
- E. If the ceiling of a Task Order or awarded contract issued and accepted is increased, any amounts the Contractor incurs before the increase that are in excess of the previous ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination notice directing that the increase is solely to cover the termination or other specified expenses.
- F. A change order shall not be considered an authorization to exceed the ceiling of the contract or any task order unless the change order specifically increases the ceiling.
- G. At any time or times before final payment and three (3) years thereafter the Contracting Officer may have the contractor's invoices, vouchers and statements audited. Any payment may be reduced by amounts found by the Contracting Officer

not to constitute allowable amounts as adjusted for prior overpayments or underpayments.

H. A task order shall contain the following:

1. Date of task order;
2. Contact number and a task order number;
3. Description of work;
4. Duration of performance of work; and
5. Estimated cost of performance and delivery of product tasked.

D.9 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.10 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 the 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.

The minimum numerical goal for employment shall be equal to ten percent (10%) of the total number of labor hours on the contract issued. A second option for compliance under this act is to annually enroll Section 3 individuals, totaling a minimum of thirty percent (30%), into an Apprenticeship program. A third option is to subcontract to a Section 3 business concern. In accordance with the HUD regulations, ten percent (10%) of the subcontract may be awarded to Section 3 business concerns for construction and three percent (3%) of the subcontract may be awarded to Section 3 business concerns for non-construction contracts. A fourth option for compliance is to propose a unique program that provides internships for residents or program participants or provides pro bono services to DCHA program participants or Section 3 businesses. Cash donations to DCHA’s Section 3 Fund are presented as a “last resort option” to all Contractors. This option is made available to Contractors who have exhausted all priority preferences and are unable to hire or train Section 3 individuals as the contract is immediate and the period is minimal or the skill sets required by the staff is too technical or too advanced for the Section 3 individuals seeking employment. The funds received will be used to provide training, uniforms, or transportation for Section 3 individuals.

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 noncompliance.

The Contractor must provide an “Action Plan for Section 3 Commitment” and an “Estimated Project Workforce Breakdown” along with their bid proposal to be considered for contract award. A Section 3 Commitment is required prior to and as a condition of contract award. DCHA contracts will not be awarded without an approved Section 3 Commitment. These documents should include a brief narrative description of the contract, training and/or job opportunities for Section 3 participants as a part of this contract. The details of this plan should include the number of Section 3 participants to be hired, a list of tasks, description of skills associated to those tasks, the estimated total hours of those tasks under this contract, and a description of the methods to be used to achieve the respective Section 3 Commitment. A template of the Action Plan for Section 3 Commitment and a copy of the Estimated Project Workforce Breakdown have been enclosed with this solicitation (**Attachments**).

DCHA recognizes that the Contractor seeks trainees and/or employees that meet certain requirements. In order to better facilitate this goal, all efforts to hire to meet the Contractor’s Section 3 goals must be coordinated through the DCHA Section 3 Compliance Coordinator. **Each Section 3 Plan will be rated on the quantity of job opportunities and on the quality of the training and/or the development of skills that lead to economic self-sufficiency and careers.**

Examples of Opportunities

Administrative/ Management	Accounting, payroll, research, bookkeeping, purchasing, word processing
Services	Appliance repair, florists, marketing, carpet installation, janitorial, courier, photography, catering, landscaping, printing, computer/information, manufacturing, transportation.
Construction	Architecture (intern), bricklaying, carpentry, cement/masonry, demolition, drywall, electrical, elevator construction (apprentice), fencing, heating, iron works, machine operation, painting, plastering, plumbing, tile setting.

See Attachment L: Benchmark Standards & Menu of Expanded Options for Compliance with DCHA’s Section 3 Program

Non-Compliance Procedures

Any Contractor who fails to make a positive effort to meet the hiring and contracting goals described in the Section 3 Plan may be determined to be non-compliant. After a determination by DCHA that the Contractor has failed to comply with the Section 3 terms of their contract, DCHA shall serve notice of such non-compliance to the Contractor or

its representative. The Contractor shall be responsible for notifying any subcontractor(s) who is not in compliance.

Upon request, the Contractor determined to be non-compliant shall meet with DCHA within three (3) working days of written notice in order to determine a method of correcting the deficiencies and determining the time period within which such remedy shall be effective. If remedy is not agreed upon within three (3) working days of the required notice, DCHA shall prescribe the remedy by which deficiencies shall be corrected and notify the Contractor in writing of such a determination. If the Contractor does not correct the deficiencies in the manner as directed by DCHA within thirty (30) calendar days, DCHA may impose any or all of the following sanctions:

- (a) Withholding payments;
- (b) Termination for default or suspension of contract; or
- (c) Placing the Contractor on a list of Contractors who fail to comply with DCHA Section 3 requirements.

Monitoring

DCHA will conduct unscheduled site visits to interview all Section 3 hires. DCHA will also review weekly payrolls and other supportive documentation.

Reporting

Contractor must submit quarterly reports regarding their Section 3 activities as requested by the Section 3 Compliance Coordinator. If Contractors choose to contract with Section 3 business concerns, they must also submit proof of payment to those businesses.

Within five (5) business days of project completion, Contractors are required to provide a narrative of their efforts and outcomes as it relates to Section 3 activity to the DCHA Section 3 Compliance Coordinator.

Contact

Please consult the Data Management and Section 3 Compliance Specialist, Office of Resident Services, Hanna Koerner at 202.535.1517 hkoerner@dchousing.org for additional information or assistance with the completion of your Section 3 Action Plan.

D.11 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 offer 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:

D.11.1 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;

D.11.2 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;

D.11.3 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.11.4 That the Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction; and

D.11.5 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.12 RESPONSIBLE CONTRACTORS

DCHA will only award contracts to responsible prospective 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.13 EMPLOYEE DISHONESTY INSURANCE

Upon contract award, Respondent 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 Respondent 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.14 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 Respondent 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.15 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.16 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.17 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.18 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 6 percent (6%) of the public housing units constructed will comply with Uniform Federal Accessibility Standards (“UFAS”). DCHA may require more than 6 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.19 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.20 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.21 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.22 PROTEST

Any party involved in a dispute with DCHA related to any procurement decision that has unfavorably affected the aggrieved party is entitled to a resolution of the dispute in a timely manner and in accordance with applicable local or Federal law. The 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.23 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" provisions 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.24 DAVIS BACON REQUIREMENTS-[RESERVED]

D.25 MCNAMARA - O'HARA SERVICE CONTRACT ACT

Respondent 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.26 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.27 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

- E.2.1 DCHA will make an award to the most responsible and responsive Respondent(s) 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.
- E.2.2 DCHA may award a contract to other than the lowest priced Proposal. In the event that two or more proposals are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most responsive.
- E.2.3 The proposed cost must be considered reasonable and reflect the proposed approach.
- E.2.4 DCHA intends to make multiple awards to ensure availability of a wide range of products or services.
- E.2.5 The combined relative merit of the technical evaluation factors listed below will be more significant than cost or price in the selection of the Respondent.

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.

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

The following evaluation factors will be used in determining the competitive range, **with a total possible score of 162.5 points for each area of law proposed.**

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

TECHNICAL AND COST EVALUATION FACTORS

Criteria	Maximum Points
QUALIFICATION FACTORS- Evaluated per Proposal	
<p>List and Documentation of Licenses, Certifications, Affiliations</p> <p>Provide a listing of staff identified to provide services under a DCHA contract titled and listed by area of law proposed to include an overview/resume that provides a description of their respective roles and responsibilities, percentage of work performed in terms of paralegal and non-legal staff. Include list and supporting documentation of licenses, certifications and trade affiliations that evidence entity's and key individuals' law practice and ability to provide services required to complete the Scope of Services.</p> <p><i>The above selection criteria is based upon evidence of the following per area of law proposed:</i></p> <ul style="list-style-type: none"> (1) Staffing Qualifications - 10 points (2) DC Business License- 5 points (3) Certifications and Industry Affiliation- 10 points 	25
<p>References</p> <p>Provide a list of at five (5) past or current projects similar to the legal services outlined in this solicitation. Limit the past legal services to the past three (3) years. The list must include the name and location of the project; the role of the team (or team member) in the project; and the name, complete mailing address, telephone number, and email address of the person most familiar with the work performed. Include the list of the area(s) of law from Section B.1 of this RFP that the firm provided work to this reference for the referenced project.</p> <p>Identify one (1) housing-related organizations or housing-related clients the firm has worked with (funders, resident association councils, resident association presidents, organization partners).</p> <p><i>The above selection criteria is based upon evidence of the following per area of law proposed:</i></p> <ul style="list-style-type: none"> (1) Similarity of Services relative to area of law proposed- 15 Points (2) Housing Related Organization/Client- 5 Points 	20
Qualification Factors Maximum Points	45

AREA OF LAW FACTORS- Evaluated per Area of Law	
<p>Documentation to Substantiate Prior Experience</p> <p>Respondents should limit their offers to those categories in which they can show in-depth experience and capabilities. Additionally, the Respondent should identify any personnel who may be called on for special services but who will be contributing less than 5% of the contract services.</p> <p>(i.) General Experience: Describe generally and then identify: (a) the key personnel proposed and their legal specialties, (b) the contract responsibilities proposed, and (c) the number of years of experience (or number of transactions) in the area of law proposed in one or more categories listed in B.1. of this RFP.</p> <p>(ii.) Specific Experience. Describe generally and then identify four (4) matters in which the firm and the key personnel have been counsel within the last five years in the categories listed in Section B.1 of this RFP for which the Respondent proposes to provide services. Please identify (a) the nature of the matter; (b) the regulatory bodies, if any, involved; (c) the time it took to resolve the matter; and (d) the party represented, e.g., public housing authority, other state or local governmental or quasi-governmental entity, federal governmental entity, lender, developer, investor, issuer, or borrower.</p> <p>(iii.) Unique Experience. Describe in some detail the resolution of one or more unique legal issues that arose in one or more of the matters identified in the scope of services above. Please identify the issue and the resolution, as well as the process necessary to resolve the issue, and state whether the client relationship was with a regulatory body, a contractor, an employee/er, a grantee/or, etc.</p> <p><i>The above selection criteria is based upon evidence of the following per area of law proposed:</i></p> <ol style="list-style-type: none"> (1) Key Personnel Proposed and Legal Specialties- 10 points (2) Contract Responsibilities- 5 points (3) Number of Years' Experience- 5 points (4) Specific Matter Experience - 10 points (5) Unique Experience- DC Business License- 5 points 	35
<p>Management Planning and Staff Capabilities</p> <p>(i) Documentation to substantiate management experience with providing area of law proposed in terms of its use of legal technology in research, support, and communication with clients.</p> <p>(ii) Provide an Organization Chart. Proposed Paralegal and non-legal staff should have specific experience required to perform the Scope of Services. Identify the qualifications of Paralegal and non-legal key personnel proposed to provide services under an awarded contract by area of law proposed. Describe Paralegal and non-legal staff in terms of responsibilities and percentage of work for each area of law proposed.</p> <p><i>The above selection criteria is based upon evidence of the following per area of law proposed:</i></p> <ol style="list-style-type: none"> (6) Resources and Management Planning- 15 points (7) Paralegal and non-legal Staff Capabilities- 5 points 	20
Area of Law Factors Maximum Points	55

TECHNICAL AND COST FACTORS- Evaluated per Proposal	
<p>Section 3</p> <p>1. <u><i>*For non-construction contracts: Proposes to have DCHA residents or program participants as interns. For construction contracts: Proposes to have DCHA residents or program participants as apprentices. (2 pts.)</i></u></p> <p>2. Demonstrated evidence of successful past performance with the fulfillment of Section 3 Commitments. (3 pts.)</p> <p>3. Will hire DCHA residents or program participants for appropriate employment opportunities within the firm or any of its affiliated subcontractors. (4 pts.)</p> <p>4. Proposes to provide funding for training for a DCHA resident or program participant. (3 pts.)</p> <p>5. Will provide pro bono services to resident controlled companies or residents desiring to start a company either as a for-profit or non-profit entity. (2 pts.)</p> <p>6. **Proposes to subcontract supportive services to Section 3 businesses. (2 pts.)</p> <p>***Vendor submits a unique proposal that supports the requirement of Section 3 “to provide DCHA residents and program participants with training and/employment opportunities”. (4 pts.)</p>	20
COST	
Proposed Fee and Breakdown	
Hourly Rate(s) or Lowest Discounted (Government Rate) of proposed staff based on disciplines previously identified.	30
Technical Section 3 and Cost Maximum Points	50
TOTAL Maximum Points Technical & Cost Per Area of Law Proposed	150

E.3.1 SECTION 3

MAXIMUM 20 TECHNICAL POINTS

*Approved apprenticeship and trainee programs include: 1) an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor; 2) a State Apprenticeship Agency; 3) an on-the-job training program approved by the Bureau of Apprenticeship and Training in accordance with the regulation at 29 CFR part 5; 5) a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

**A Section 3 Business is defined as a business that is 51% or more owned by low-income individuals OR, a business whose full time workforce includes, at minimum, 30% low income individuals OR, a business who subcontracts in excess of 25% of the total amount of its contract to Section 3 businesses.

***Sponsoring DCHA program participant(s) involves:

- Providing the financial means necessary for the program participant(s) to receive training in a specific trade or other method of higher learning;
- Providing mentoring to the program participant(s) sponsored; and
- Committing to hire the respective program participant(s) after successful completion of their specialized training.

E.3.2 BONUS POINTS

MAXIMUM 12.5 POINTS

BUSINESS ENTERPRISE DESIGNATION POINTS FOR SMALL MINORITY/WOMEN OWNED BUSINESS

(Maximum 10 Bonus Points)

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

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 Local Small Minority or Women-Owned Business Enterprise (LSM/WBE).

The following definitions apply for the DCHA Business Enterprise Designation

“**Local**” means within the Metropolitan Business Area.

“**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:

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

CERTIFIED BUSINESS ENTERPRISE PARTICIPATION

(Maximum 2.5 Bonus Points)

DCHA will recognize the District of Columbia’s Certified Business Enterprise (“CBE”) certification. In recognition of the District’s CBE certification, DCHA will use the following CBE point system below to determine the number of points awarded to entities with CBE certification. Please be advised that if one (1) or more team members are a CBE, DCHA will only award points for one CBE team member. The point award will be based on the CBE with the highest number of preference points awarded by the District.

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

TOTAL MAXIMUM POINTS (to include Bonus)

162.5 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, September 29, 2018
Issuance of RFP	Monday, October 1, 2018
Deadline of Submission of Inquiries/Questions	Tuesday, October 16, 2018
Submission of Proposals	Wednesday, October 31, 2018
Evaluation Period	TBD
DCHA or DCHE Board Committee Review (if applicable)	TBD
Presentation to DCHA Board of Commissioners or DCHE Board of Directors 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](#) Price Proposal

G.2 APPENDICES-[RESERVED]

G.3 ATTACHMENTS

[Attachment A-](#) HUD 5370 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-](#) Representations, Certifications of Offerors (Non-Construction)

[Attachment H-](#) Statements of Bidders Qualifications

[Attachment I-](#) Section 3 Contract Compliance Agreements

[Attachment J-](#) Conflict of Interest Certification

Attachment K- RESERVED

[Attachment L-](#) Benchmark Standards and Menu of Expanded Options for
Compliance with DCHA’s Section 3 Program

[Attachment M-](#) HUD 5369 –B Instructions to Offerors Non-Construction

[Attachment N-](#) Wage Determination