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



LETTER SOLICITATION NO.

0025-2019

ISSUE DATE: May 7, 2019

CLOSING DATE: May 22, 2019

CAPTION: SPECIALIZED LEGAL SERVICES

Dear Prospective Offeror:

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

INTRODUCTION

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

OVERVIEW

DCHA requires Specialized Legal Services to support OGC with Legal Services. DCHA invites licensed, qualified, and interested Offerors to submit a proposal in response to the solicitation to provide Specialized Legal Services.

BACKGROUND

DCHA’s has multiple financing sources and regulatory flexibility under its MTW designation. As such, novel or complex issues may raise related to financing, operations and litigation.

DCHA and/or its affiliated entities may require assistance in the following:

- Specialized litigation services, with expertise in areas that DCHA regularly encounters, including general civil litigation, construction, real estate

development, environmental issues related to rapidly deteriorating housing stock, Landlord & Tenant disputes, and other areas DCHA has need of litigation expertise.

- Experience with public sector litigation, HUD regulations, HUD housing subsidy programs, public housing, District law, and applicable federal statutes is preferred, but not always necessary depending upon the facts of the dispute.
- Specialized legal services related to real estate transactions, including multiple funding public and private funding sources, tax credits, bond financing,
- Specialized legal services related to municipal law and corporate law, as may apply to DCHA.

DCHA and/or its affiliated entities require the services of qualified law firms, including solo practitioners, to provide specialized legal advice and representation as issues arise in connection with its operations.

QUALIFICATIONS- [RESERVED]

SCOPE OF SERVICES

The DCHA's Office of General Counsel ("OGC") anticipates that the majority of the legal work for the Authority will be handled or managed in-house by OGC. Given OGC's in-house capacity, the majority of Contracts entered into pursuant to this solicitation would be advisory and supplemental, tailored to the Offeror's expertise. However, 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 on a case-by-case basis. Contracted firms or solo practitioners, ("Outside Counsel") are required to be available on short notice to respond to requests for advice and representation.

DCHA's affiliated entities are wholly owned and controlled by DCHA

- 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.	Constructive Services Administration, LLC	Highland Dwellings LP Parkway Overlook LP
Capitol Housing Partners, Inc.	DC Housing Commercial LLC,	
DC Housing Enterprises	Community Vision, Inc.	

Entities that are wholly owned or controlled by DCHA must follow DCHA procurement practices, and procurement through this letter of solicitation will qualify Offerors to perform work for these entities.

Outside Counsel shall keep the DCHA Office of General Counsel regularly updated regarding developments in the law in the area(s) of expertise of the firm.

In the Response, indicate which of the following areas (one, two, or all three) the law firm is submitting its response to this Letter of Solicitation: Specialized Litigation and Advice, Real Estate Transaction Support, or Municipal and Corporate. The scope of work sought for each area are described in greater detail, below:

I. Specialized Litigation and Advice:

- (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, environmental, real estate development, government contracts, construction, landlord & tenant, 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.

II. Real Estate Transaction Support:

- (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

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III. Municipal and Corporate Law:

- (a) Draft and prepare corporate documents, manuals, regulations, legislation, memoranda, opinions, letters, 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.

IV. General Legal Issues

The firm will also provide other necessary legal services when the services are necessary and DCHA believes that the firm is qualified to provide the legal services and it is in the best interest of DCHA.

SECTION 3 REQUIREMENTS

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

Contractors and subcontractors will:

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

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

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

TERM OF CONTRACT

The term of the awarded contract shall be one (1) year from the date of contract execution, as deemed appropriate in the representation of DCHA; based upon the availability of funds.

TYPE OF CONTRACT

DCHA intends to award an indefinite delivery indefinite quantity contract for services as outlined in the Scope of Services. The Offeror shall provide all specified items and services required by DCHA.

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

MANNER OF AWARD

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

INSURANCE

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

The relevant coverages for legal services provides are commercial general liability and professional liability. DCHA can consult with its insurer regarding limits summarized below.

Contractor/Consultant shall carry and pay for:

MINIMUM INSURANCE REQUIREMENTS	
BASIC COVERAGE	
Commercial General Liability (GL):	
<i>Per Occurrence: \$1,000,000</i>	
<i>Aggregate: \$2,000,000</i>	

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

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

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

In the event a claim arises under the contract, the Contractor/Consultant will promptly notify the DCHA Contracting Officer's Technical Assistance Representative (COTR) and the DCHA Office of Risk Management (ORM) at 202-535-1800 or by email to ORM@dchousing.org. In addition, the Contractor/Consultant will investigate and furnish the DCHA COTR and ORM with reports of all accidents, claims and potential claims for damage or injury and will cooperate with its insurers and those of DCHA.

INDEMNIFICATION

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

EMPLOYEE DISHONESTY INSURANCE

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

TASK ORDERS

Services furnished shall be ordered by issuance of Task Orders by DCHA Contracting Officer.

- A. The estimated amount or performing any one or more contracts awarded hereunder shall not exceed the total ceiling. No notice, communication, or representation in any form from any person other than the Contracting

Officer shall change the ceiling of the entire contract. In the absence of the specified notice, DCHA is not obligated to pay the Contractor/Consultant for any amounts in excess of the ceiling of the contract, whether such amounts were incurred during the course of the contract period or as a result of termination.

- B. Task orders (Orders) will be initiated by the DCHA COTR, in consultation with the Executive Director or designee, pursuant to the contract with specific ceilings for the task identified. Contractors/Consultants must agree to use best efforts to perform the work specified in any task order within the ceiling specified, or else decline to accept the task order.
- C. The Contractor/Consultant shall notify 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/consultant for amounts incurred in excess of the Task Order ceiling and the contractor/consultant is not obligated to continue performance under a Task Order (including actions under the termination clauses of this contract) or otherwise incur amounts in excess of the ceiling until 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 contract awarded hereunder or Task Order issued and accepted is increased, any amounts the contractor/consultant incurs before the increase that are in excess of the previous ceiling shall be allowable to the same extent as if incurred afterward, unless the 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:
 - Date of request;
 - Contact number;

- Description of work;
 - Duration of performance of work; and
 - Estimated cost of performance and delivery of product tasked.
- I. Task Orders will be issued on an as-needed basis. Contractor/Consultant, by affixing a signature on an Task Order agrees to perform an services or other task in accordance with the terms and conditions of the Scope of Services, Task Order and Contract.

PAYMENT/INVOICES

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

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

Submission of Payment Requests

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

District of Columbia Housing Authority
Attn: Office of Financial Management
1133 North Capitol Street, NE, Suite 329
Washington, D.C. 20002-7599

Invoices may be emailed to: 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 Accounts Payable Division processes checks for payment every Thursday; except for when that date falls on a legal holiday. In the event the processing day falls on a legal holiday, checks will be processed on the next business day.

PROPOSAL FORMAT

Proposals shall be submitted in two parts: Technical and Cost. **Please note the proposal shall not exceed twenty (20) pages excluding the Cost Proposal,**

supporting materials, and exhibits. Offerors shall submit one (1) original and four (4) copies of both the technical and price proposals, prepared in such format and in such detail as to enable DCHA to make a thorough evaluation thereof and to arrive at a sound determination as to whether or not the offer Offeror can meet the requirements set forth in this solicitation.

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

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

The technical proposal shall not contain any cost information.

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

PART I: Technical Proposal

- 1. Table of Contents**
- 2. Letter of Interest**

Provide an executive summary/introduction to include: profile regarding the history and attributes of the Offeror, name of entity, address, website and telephone number; name of contact individual, telephone number, email address, and a brief description of the understanding of the Scope of Work and entities ability to perform work.

3. Firm Overview

- i. Identify the firm's office location, number of employees, length of time in business;
- ii. Provide evidence that members of the team are admitted to practice in the District of Columbia;
- iii. Describe limits and extent of professional liability insurance, general liability insurance (including aggregates and umbrella or excess liability), as well as the level of the deductible;
- iv. Identify the lead attorney for the firm, as a point of contact;
- v. Describe the firm's conflicts policy and practice in resolving conflicts or requesting conflict waivers and identify any existing conflicts with DCHA either general or specific in nature.

4. Documentation to Substantiate Experience with Management Planning and Staffing Capabilities

Offeror will satisfactorily demonstrate experience in meeting this goal and objective of the solicitation by including a description of its use of legal technology in research, support, and communication with DCHA and other parties.

- i. Provide evidence that clearly demonstrates past performance
- ii. Paralegals and non-legal staff should have specific experience required to perform the Scope of Services.
- iii. Describe and identify the qualifications of key personnel to be used in this contract.

**5. List & Documentation of Licenses, Certifications, Affiliations ;
(Supplemental information and not included in the page limit)**

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, the work hours each individual will devote to the project, whichever licenses and certifications will provide evidence of entity's and key individuals' law practice trade affiliations and ability to provide services required to complete the Scope of Services.

Include resumes of key personnel expected to provide 5% or more of the services under the contract; Resumes are supplemental information and not included in the page limit.

6. Documentation to Substantiate Prior Experience

- i. General Experience: Provide an Overview and then identify:
 - (a) the key personnel proposed and their legal specialties,
 - (b) the contract responsibilities proposed,
 - (c) the number of years of experience in legal practice those key personnel possess, and
 - (d) the number of years' experience in legal practice in one of the specialized areas listed in the Scope of work

Offerors need not, and are not expected to, offer to provide services in all major legal practice areas as outlined in the scope of services to be considered responsive. A response to one area of law is encouraged for firms or practitioners with a single area of legal expertise. Offerors should limit their offers to those categories in which they can show in-depth experience and capabilities. Additionally, Offerors 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: Provide an Overview and then identify no less than two (2) and no more than five (5) matters in which the key personnel have been counsel within the last five years in the categories listed in Scope of Services; for which the Offeror 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;
 - (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: Provide an Overview and then in some detail the resolution of one or more unique legal issues that arose in one or more of the matters identified 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.

7. Certifications & Affidavits

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

Exhibit 1 -	Fee Proposal Form
Attachment A-	HUD 5370 C General Conditions for Non-Construction Contracts Section I
Attachment B-	Tax Certification Affidavit
Attachment C-	Non-Collusive Affidavit
Attachment D-	Certificate of Eligibility
Attachment E-	Contract Compliance Requirements
Attachment F-	Payments to Subcontractors and Suppliers Certificate
Attachment G-	HUD 5369 C Representations, Certifications of Offerors (Non-Construction)
Attachment H-	Statements of Bidders Qualifications
Attachment I-	Conflict of Interest Certification
Attachment J-	DCHA Section 3 Action Plan
Attachment K-	DCHA Section 3 Contractor Compliance Agreement
Attachment L-	RESERVED
Attachment M-	HUD 5369 B Instructions to Offerors Non-Construction
Attachment N-	Wage Determination

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

PART II: Cost Proposal

8. Fee Proposal- Exhibit 1

The personnel to be used in performance of the contract shall be identified and their rates shall be supported by supplying the following:

Standard and proposed hourly rate for attorneys according to status, i.e., senior partner, junior partner, associate, etc. No blended rates will be accepted.

Standard and proposed hourly rates for paralegal assistants and law clerks. No administrative personnel charges will be accepted. All overhead and administrative costs should be included in the professional hourly rates.

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

EVALUATION & SELECTION CRITERIA

Proposals will be evaluated with points assigned as detailed in this section to determine the extent to which the Offerors capabilities and approach meet the needs of the DCHA. Offerors shall respond thoroughly to each of the following evaluation factors, with focus on providing answers that are both clear and concise. If any requirement listed cannot be met, full disclosure must be given, along with an explanation and proposed alternative, if appropriate.

The evaluation factors will be used in determining the competitive range, with a total possible score of **192.5** points.

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

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

TECHNICAL AND COST

CRITERIA	MAXIMUM POINTS
<p>Documentation to Substantiate Prior Experience</p> <p>Offerors will be scored each of the categories in the Scope of Services for which it proposes to provide services. Points for knowledge of District law will be allocated within each of the categories in the Scope of Services, as appropriate for that area.</p>	70
<p>Documentation to Substantiate Experience with Management Planning and Staffing Capabilities</p> <p>i) Offeror will satisfactorily demonstrate experience in meeting this goal and objective of the solicitation 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.</p>	20
<p>Documentation of Certifications, Licenses and Industry Affiliations</p> <p>Copy of business License or registration to provide services in the District of Columbia. Include copies of entity Trade Affiliations and Licenses as evidence of entity's ability to complete the Scope of Services.</p>	10

<p>References</p> <p>Provide a list of at least two (2) but no more than five (5) past or current legal matters similar to those 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 Scope of Services that the firm provided work to this reference for the referenced project.</p> <p>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 Offeror has such experience, one reference should be from a participant in one of the firm's programs.</p>	<p>30</p>
<p>Section 3</p> <ol style="list-style-type: none"> 1. Hiring Section 3 Residents- 6 Points 2. Contracting to Section 3 Business Concerns- 6 Points 3. Other Economic Opportunities- 4 Points 4. Past Performance- 4 Points 	<p>20</p>
<p>COST</p>	
<p>Fee Proposal</p> <p>The personnel to be used in performance of the contract shall be identified and their rates shall be supported by supplying the following:</p> <p>Standard and proposed hourly rate for attorneys according to status, i.e., senior partner, junior partner, associate, etc. No blended rates will be accepted.</p> <p>Standard and proposed hourly rates for paralegal assistants and law clerks. No administrative personnel charges will be accepted. All overhead and administrative costs should be included in the professional hourly rates.</p> <p>Hourly Rate(s) or Lowest Discounted (Government Rate) of proposed staff based on disciplines previously identified.</p>	<p>30</p>
<p>TOTAL MAXIMUM POINTS TECHNICAL & COST</p>	

BONUS POINTS

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

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

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

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

“Local” means within the Metropolitan Business Area;

“Small” means a firm with 500 employees or less;

“Minority” means 51% ownership; and

“Woman-Owned” means 51% ownership.

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

The points will be awarded in the following manner:

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

A maximum of 10 points can be added to the score of a technically qualified Offeror who is in the competitive range.

CBE Participation

(Maximum 2.5 Bonus Points)

DCHA will recognize the District of Columbia certification as meeting the certification requirements of its Certified Business Enterprise (“CBE”) program. Reliable certification from other CBE programs will be considered and Contractors may utilize any other CBE firms that qualify under the definitions set forth herein. In recognition of the District’s CBE certification, DCHA will use the following CBE point system below to determine the number of preference points awarded to contractors with CBE certification. Please be advised that if one or more development team members is a CBE, DCHA will only award points for one CBE team member. The point award will be based on the CBE with the highest number of preference points awarded by the District.

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

TOTAL MAXIMUM POINTS (to include Bonus Points)

192.5

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

RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

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

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

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

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

PROTEST

Any party involved in a dispute with DCHA related to any procurement decision that has unfavorably affected the aggrieved party is entitled to a resolution of the dispute in a timely manner and in accordance with applicable local or Federal law. The Protester, as defined below, in all instances, must pursue a remedy through the established administrative procedures of DCHA prior to pursuing a protest with the Federal agency, defined below. Guidelines and procedures that must be followed are presented herein.

DEFINITIONS

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

Executive Director. The Executive Director of DCHA.

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

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

PROCEDURES

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

5. The DCHA Executive Director's decision may be appealed to the District of Columbia Board of Contract Appeals (CAB) or other court of competent jurisdiction as determined and agreed to by the Parties. The appeal must be filed within thirty (30) days of receipt of the decision rendered by the DCHA Executive Director, or other time period required by the selected court of competent jurisdiction, as applicable.
6. The DCHA Board or Commissioners has no jurisdiction over Bid Protests.
7. All protests, except those directed to CAB, shall be addressed to the administrative offices of DCHA. The address of the administrative offices of DCHA is as follows:

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

INQUIRIES/QUESTIONS

Inquiries or questions concerning this solicitation **shall be submitted in writing to the Issuing Office no later than 12:00 p.m., Wednesday, May, 15, 2019.** Inquiries/questions shall be emailed to Lolita Washington to lwashing@dchousing.org with copy to business@dchousing.org.

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

PROPOSAL SUBMISSION

Respond as outlined and submit ONE (1) original and FOUR (4) copies of the Proposal, typed and prepared on standard 8.5 x 11 letter size paper with material printed on one side only. All Proposals in response to this Letter of Solicitation must be RECEIVED no later than **11:00 a.m., Wednesday, May 22, 2019** at the address listed below.

District of Columbia Housing Authority
Office of Administrative Services- Contracts and Procurement
1133 North Capitol Street, NE, Suite 300
Washington, D.C. 20002-7599
Attn: Cheryl Moore, Contracting Officer
Letter Solicitation Number: 0025-2019
"Specialized Legal Services"

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

PROPOSALS RECEIVED AFTER THE DEADLINE MAY NOT BE CONSIDERED.

Sincerely,



Cheryl Moore
Contracting Officer