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



LETTER SOLICITATION NO.

0036-2019

ISSUE DATE: August 2, 2019

CLOSING DATE: August 21, 2019

**CAPTION: RENTAL ASSISTANCE DEMONSTRATION (RAD)
Financial and DEVELOPMENT CONSULTANT SERVICES**

Dear Prospective Offeror:

The District of Columbia Housing Authority (DCHA) issues this written Letter Solicitation on behalf of its Office of Capital Programs (OCP) to solicit Rental Assistance Demonstration (RAD) Financial and Development Consultant 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 Rental Assistance Demonstration (RAD) Financial and Development Consultant Services to support OCP with Rental Assistance Demonstration and Development Consultant services. DCHA invites experience, licensed, qualified, and interested Offerors to submit a proposal in response to the solicitation to provide Rental Assistance Demonstration and Development Consultant services.

BACKGROUND

DCHA is developing a comprehensive repositioning plan that will encompass the stabilization of the Agency's Portfolio over a 20-year period. It is imperative that DCHA engage Teams that have the appropriate capacity to assist.

QUALIFICATIONS- [RESERVED]

SCOPE OF SERVICES

The Authority is seeking to obtain Rental Assistance Demonstration (RAD) Financial and Development technical assistance for the redevelopment/rehab of District of Columbia Housing Authority Properties. Selected firm(s) may be asked to provide expertise and guidance with public housing project conversion under HUD RAD program including, but not limited to, the preparation and/or review of RAD applications, the preparation and/or review of financial proformas, the rental assistance level and any other matters related to pre- or post-RAD conversion.

Successful Offerors shall exhibit an ability to perform successfully and deliver the required services to secure financing, start and finish construction; convert the property including, but not limited to, the following phases:

- Offer technical expertise and general recommendations to inform DCHA in their efforts to determine the feasibility and the structuring of the Projects participating in RAD;
- Monitor and oversee the required items (i.e., RAD Physical Capital Assessment (RCPA), environmental report, pro forma, HUD form documents, etc.) to meet the HUD-required Commitment to Enter into a Housing Assistance Payments (CHAP) milestones, including the Financing Plan which is part of HUD RAD approval process;
- Participate in communication with DCHA and HUD RAD staff to help the Projects to move through the RAD Financing Plan and RAD Conversion Commitment (RCC) issuance processes;
- Facilitate the RAD closing process, serving as a liaison between HUD, DCHA, and the Authority's attorney;
- Resolve any outstanding issues with the RAD attorneys to guide DCHA through the review and execution of the RAD RCC, the Housing Assistance Program (HAP) Contract, the RAD Use Agreement, and other RAD-related documents and compliance reporting required by HUD for the Project.

Assessment Phase

- Offer technical expertise and guidance to inform DCHA in their efforts to establish an overall plan for RAD conversions.
- Review property profiles (financials, performance, physical condition, location, composition, and potential of additional development).
- Assess adequacy of existing Physical Needs Assessment(s) (PNA's) to establish reasonable estimates of physical needs / capital improvements necessary at the time of RAD conversion and 20 years thereafter.
- Determine best course of financing and establish realistic development budgets incorporating all Sources and Uses.
- Create operating proformas to ensure conformance with HUD and lender requirements.
- Work with DCHA management in finalizing a plan of action for moving forward with each identified development.

Preparation Phase

- Assist DCHA in the conduct of resident meetings and the provision of information to the Tenant Association and Resident Advisory Board (RAB).
- Assist DCHA in identifying and negotiations with potential investors/lenders.
- Assist DCHA in the procurement of a physical conditions/needs assessment and or RPCA.
- Assist DCHA in planning for rehabilitation, demolition, redevelopment, tenant relocation issues, and choice-mobility implications.
- Work with DCHA Office of Finance Management (OFM) to provide an overview of the implications of a RAD award.

Application and Planning Phase

Assist DCHA with the preparation and evaluation of the following materials and applications:

- a. RAD Applications
- b. Low Income Housing Tax Credits (LIHTC) applications

- c. Other Applications as needed including Federal Home Loan Bank (FHLB) and local Funds
- d. RAD required submissions until closing

Award Phase

If the application results in the award of a CHAP, the Consultant shall provide additional services including, but not limited to:

- Assistance with the submission of the Physical Conditions Assessment;
- Assistance with any environmental review submission requirements;
- Assistance with lenders, investors, legal counsel, developers, contractors etc.;
- Assistance in the creation and submission of final financial packages;
- Guidance to advise DCHA in meeting all submission requirements on schedule;
- Work to resolve any outstanding issues regarding the finalization of the conversion;
- Provide guidance on final commitments (Use Agreements, contracts, etc.);
- Provide implementation support including drafting Upfront Civil Rights Reviews, RAD Conversion Commitments (RCC's), 6-Month Financial Submissions, Transfers of Assistance, etc. and participating in on-going HUD communications.

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 two (2) years from the date of contract execution, as deemed appropriate in the representation of DCHA; based upon the availability of funds.

TYPE OF CONTRACT

DCHA intends to award an Indefinite Quantity/ Indefinite Delivery (IDIQ) contract for services as outlined in the Scope of Services. The Offeror shall provide all specified items and services required by DCHA.

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

MANNER OF AWARD

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

INSURANCE

The successful Offeror, at its expense, shall obtain the minimum insurance coverage set forth below and keep such insurance in force throughout the contract period. **Respondents to this solicitation must have the capacity to**

obtain a Certificate of Insurance at the stated limits below, prior to and as a condition of contract award. All insurance provided by Contractors in this section shall set forth DCHA as an additional insured and as a loss payee as allowable per coverage (as applicable).

Contractor/Consultant shall carry and pay for:

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

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

- (a) Be in place before the execution of any contract awarded, as in-force insurance is a condition precedent;
- (b) Contractor/Consultant shall provide DCHA annual Certificate of Insurance as evidence of the limits of coverage described above;
- (c) In the event the Contractor's insurance expires during the execution of or term of the contract, Contractor must provide DCHA with

renewal certificates 30 days prior to the expiration date of the expiring coverage;

- (d) Insurance contracts shall require the insurance company to notify DCHA in the event of a substantial change in coverage during the policy term;
- (e) Be insured by A.M. Best Companies with a rating of A-VIII or higher; companies authorized to do business and in good standing in the District of Columbia, on such companies and on such conditions, and with such beneficial interest appearing thereon as shall be acceptable to the DCHA.

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

INDEMNIFICATION

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

EMPLOYEE DISHONESTY INSURANCE

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

TASK ORDERS

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. Overview of the Entity

Provide a concise description of the firm/individual, its major areas of experience, the length of time it has been in business and the capacity and resources it will bring to DCHA.

4. Staffing Plan

Provide a detailed plan of how the team will be staffed from the Principal to the Administrative Assistant, experience on similar projects and knowledge of the individual team members on the team. Also, provide an Organization Chart and the roles and responsibilities of each team member. Please include resumes of each of the individual team members. Resumes are not included in the proposal page count and are categorized as supplemental materials.

5. Documentation to Substantiate Experience & Past Performance

Provide up to five (5) examples of experience within the past five (5) years which demonstrates the knowledge and expertise required to perform the scope of work outlined in the solicitation. This should include the date of the project, the scope of services for the project, total Development Cost of the project, due date, key deliverables and the client name. Also, include the current status of the project if not yet completed. Identify any obstacles; if so, please indicate and how they were resolved.

6. List & Documentation of Licenses, Certifications, Affiliations

Provide a copy of business license or registration to provide services in the District of Columbia. Include copies of entity Trade Affiliations and Licenses as evidence of entity's ability to complete the Scope of Services.

7. References

Provide up to five (5) references of clients the firm/individual has performed similar work in the past three (3) years. Include organization name; address, telephone number and e-mail address of the lead contact.

8. Certifications & Affidavits

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

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

9. Price Proposal- [Exhibit 1](#)

Complete and submit Exhibit 1- Price Proposal to provide the Scope of Services. All fees quoted will be inclusive of time for meeting with DCHA and stakeholders to develop the metrics, pre-work necessary to complete the tasks, as well as post meetings to present findings.

The Price Proposal shall include a breakdown showing fully burdened hourly rates (inclusive of direct salary rates; overhead rates; general and administrative rates, if any; and profit or fee) for each personnel classification by nature of the work required to complete the Scope of Services included in this Letter of Solicitation. Compensation shall be based on tasks with no additional charges for routine expenses).

Price Proposals shall be the lowest discounted (government) rate offered to similar clients.

Price proposals shall be submitted on Exhibit 1 or in the format provided in Exhibit 1.

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 **167.5** 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.

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TECHNICAL AND COST

CRITERIA	MAXIMUM POINTS
<p>Experience Provide experience of the firm in all aspects of financing Rental Assistance Demonstration (RAD) projects; mixed finance public housing redevelopment; working with residents, neighborhoods and community interests along with local public agencies to achieve locally determined goals. Also, describe experience with managing complex construction projects; and knowledge of and experience in local Washington area development. Include experience with attracting debt and equity providers, assembling financing plans for RAD.</p> <p>The above selection criteria will be based on evidence of the following criteria: 1. Specialized experience and technical competence of Offeror - 20 points 2. Knowledge of the Development and Finance process of RAD and Mixed Finance Redevelopment - 20 points</p>	40
<p>Staffing Plan Experience and Capability of Individuals who will work on the contract and Quality of Staffing Plan. Provide Organizational Chart with responsibilities of each Key Project Staff, Include an Overview/Resume of Management and Key Project Staff to include Education, Experience, Licenses and Certifications as evidence of key individuals' ability to provide services required to complete the Scope of Services.</p>	35
<p>Past Performance Provide up to five (5) projects over the past 5 years which demonstrates the skill, knowledge and capacity to accomplish the scope of services. Include the client; project name; brief description of the project; lead team member; date hired; deliverables; and current status. If there were any challenges with the project and how the challenge(s) was resolved.</p> <p>The above selection criteria will be based on evidence of work with PHA's completing RAD Conversions/Transactions. (6 points per example)</p>	30
<p>References Provide up to five (5) references of clients the firm/individual has performed similar work in the past three (3) years. Include organization name; address, telephone number and e-mail address of the lead contact.</p> <p>The above selection criteria will be based on the reference and quality of prior experience. (2 points per example).</p>	10
<p>Section 3 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

COST	
<p>Price Proposal Price proposals shall be submitted on Exhibit 1 or in the format provided in Exhibit 1.</p> <p>All fees quoted shall be inclusive of time for meeting with DCHA and stakeholders to develop the metrics, pre-work necessary to complete the tasks, as well as post meetings to present findings.</p> <p>The Price Proposal shall include a breakdown showing fully burdened hourly rates (inclusive of direct salary rates; overhead rates; general and administrative rates, if any; and profit or fee) for each personnel classification by nature of the work required to complete the Scope of Services included in this Letter of Solicitation. Compensation shall be based on tasks with no additional charges for routine expenses).</p> <p>Offer shall ensure that the proposed fee(s) offered are the lowest discounted (government) rate offered to similar clients.</p>	25
TOTAL MAXIMUM POINTS TECHNICAL & COST	160

BONUS POINTS

Business Enterprise Designation Points for Small Minority/Woman-Owned Business (Maximum 7.5 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 Small, Minority or Woman-Owned Business Enterprise (S/M/WBE).

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

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

“Minority” means 51% ownership; and

“Woman-Owned” means 51% ownership.

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

The points will be awarded in the following manner:

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

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

TOTAL MAXIMUM POINTS (to include Bonus Points) 167.5

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

RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

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

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

DCHA intends to 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., Friday, August 9, 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, August 21, 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: 0036-2019

“Rental Assistance Demonstration (RAD) Financial and Development Consultant 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