



REQUEST FOR PROPOSAL

2019-1

ISSUE DATE: November 5, 2018

CLOSING DATE: December 6, 2018

**CAPTION: New Market Tax Credit Asset Management And
Loan Servicing**

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SECTION A – GENERAL INTRODUCTION

A.1 OVERVIEW

DC Housing Enterprises ("DCHE"), a wholly-owned, non-profit subsidiary, and instrumentality of DCHA¹, was certified by the US Department of Treasury's Community Development Financial Institutions ("CDFI") Fund as a Community Development Entity ("CDE"). The CDE designation allows DCHE to allocate New Market Tax Credit (NMTC) authority to spur equity investments in low-income communities. DCHE's participation in the NMTC Program provides a means for DCHA to finance revitalization within distressed DCHA communities.

A.2 BACKGROUND

DCHE manages the NMTC Program and has established a for-profit Sub-CDE for each of its NMTC allocations, to date. The Sub-CDEs serve as the vehicles for equity investments, the proceeds of which they have provided are processed as loans to a Qualified Active Low Income Community Business ("QALICB") borrower. In furtherance of this initiative, DCHE seeks proposals from interested and qualified firms to provide Asset Management and Loan Servicing Services for the NMTC Program.

SECTION B – SCOPE OF SERVICES

B.1 DESCRIPTION OF SERVICES

B.1.1 Loan Servicing for NMTC Portfolios

Contractor shall offer a full service menu of sophisticated loan servicing products to assist DCHE with the effective and efficient management of NMTC and NMTC related development loan portfolio. Services shall include maximizing efficacy while minimizing risk.

B.1.2 Set up and Maintenance of Institutional Information

¹ *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.*

Contractor shall establish a distinct record of information for DCHE and service NMTC and NMTC-related loans. Contractor shall maintain DCHE's institutional data separately and confidentially.

B.1.3 Set up and Management of Loan Accounts

Loans designated for CDE and Investment Fund will have a portfolio by account name, account number, and transaction description. Contractor shall receive DCHE supplied information on each NMTC portfolio loan account and create a separate record for each transaction. With the assistance and cooperation of DCHE, the Contractor shall provide the following:

- (a) Management of project loans pursuant to the loan documents.
- (b) Manage account activities for DCHE SUB-CDE and Investment Fund Loan Accounts when necessary.
- (c) Manage account activities for DCHE SUB-CDE and Investment Fund Operating Accounts when necessary
- (d) Manage account activities for DCHE reserve accounts and any other accounts required by DCHE.
- (e) Establish quarterly financial statements for each DCHE SUB-CDE and Investment Fund when necessary

B.1.4 Set Up and Management of Collection Systems

Send Invoices - Contractor shall prepare and send invoices fifteen (15) days in advance of the applicable loan payment due date (or any other time specified by DCHE) and invoices shall be sent to the designated address for each QALICB borrower.

Collect Payments- Contractor shall cause payments as presented by QALICB borrowers to be presented to DCHE's designated banking institution and borrower interest payments as a dividend payment to the Investment fund for processing. Contractor shall collect payments that include:

- (a) Dividend payments to the investment fund paid in advance in monthly, quarterly, annual or other installments from Borrower to Sub-CDE
- (b) Asset Management Fees paid in advance in monthly, quarterly, annual or other installments from Borrower to DCHE;
- (c) Administrative Expense reimbursement for management of CDE and payment of tax returns and audits preparation;

(d) Exit Fee payable to DCHE at the end of the compliance period.

Lockbox- If DCHE so desires, Contractor shall establish a lockbox account at DCHE's designated bank to help ensure that payments will be collected and processed expeditiously.

B.1.5 Establish and Implement Disbursement Management Systems

Calculation of Dividends and Interest Payments-Contractor shall provide the appropriate calculations of any dividends and interest payments to process for disbursements. This is an important element for NMTC compliance.

B.1.6 Provide Quarterly Unaudited Financial Statements for each CURE

Financial statements shall include trial balances, general ledgers balance sheets and other related financial information including compliance. Contractor shall also provide due diligence and compliance certifications as required to complete audited financial statements and tax returns.

B.2 QUALIFICATIONS

Respondents shall have a minimum of three (3) years of experience related to NMTC financing.

Respondents shall have a minimum of three (3) years of experience in loan servicing for NMTC loans.

Respondents shall have a minimum of three (3) years of experience and knowledge of underwriting NMTC projects and experience with analyzing NMTC financial projections.

Respondents shall have a minimum of three (3) years of experience in NMTC closings and structuring exit strategies.

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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 can be evaluated easily.

C.2 INQUIRIES

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

DC Housing Enterprises c/o
District of Columbia Housing Authority
Office of Administrative Services/Contracts and Procurement
1133 North Capital Street, N.E., Suite 300
Washington, DC 20001-7599
Attention Cheryl Moore, Procurement Officer
Email: chmoore@dchousing.org

Inquiries/Questions concerning this RFP must be submitted in writing to the Issuing Office no later than Monday, November 19, 2018 by 12:00 noon. Please copy all inquiries sent to the Contracting Officer to the Contract Specialist responsible for this RFP, Lolita Washington, by email lwashing@dchousing.org with a copy to 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 be post by addendum to the DCHA website www.dchousing.org under “Doing Business with DCHA”.

RESPONDENTS ARE 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 Thursday, December 6, 2018.

Proposals shall be submitted in sealed packaging marked "RFP No.

DCHE 2019-1 New Markets Tax Credit Asset Management and Loan Servicing" and addressed to:

DC Housing Enterprises c/o
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, Procurement Officer

C.6 CONTENT OF PROPOSALS

All proposals submitted for consideration will be reviewed by DCHE, 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 DCHE cost and other factors considered.

Proposals shall not exceed a maximum of 30 pages, excluding the Price Proposal and supporting materials as detailed in Section C.6.1 and C.6.2 below. Proposals shall be submitted in two parts: Part I shall be titled "Technical Proposal" and Part II shall be titled "Fee Proposal." **Respondents shall submit one (1) original and four (4) copies of both the Technical Proposal and Price Proposal**, prepared in such a format and detail as to enable DCHE to make a thorough evaluation thereof and to arrive at a sound determination as to whether or not 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 thirty (30) pages, 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/Introduction
- 3) Documentation to substantiate each of the following
 - a. Experience with Loan Servicing for NMTC Portfolio
 - b. Experience with Set Up, Maintenance and Management of Institutional Information; Loan Accounts and Collection Systems
 - c. Knowledge and Experience in Establishing and Implementing Disbursement Management Systems
 - d. Qualifications and Service Approach
 - e. Management Approach
 - f. Organization
- 4) References
- 5) Certifications & Affidavits

C.6.3 PART II: Fee Proposal shall contain Price Proposals only:

Complete Exhibit 1-Fee Proposal

C.7 TECHNICAL PROPOSAL

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

1. Table of Contents

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

2. Letter of Interest/ Introduction

Provide a Letter of interest signed by the principal-in-charge that includes executive summary/introduction detailing the history and attributes of the company; name and address of the Respondent; website and telephone number;

email address of the point of contact; whether Respondent is a corporation, joint venture, partnership (including type of partnership); or individual; a brief description of the understanding of the Scope of Services; and the entity's ability to perform the work.

3. Knowledge and Experience with Loan Servicing for NMTC Portfolio

Describe the firm's experience and qualifications working with loan servicing for NMTC portfolios.

4. Experience with Set Up, Maintenance and Management of Institutional Information, Loan Accounts and Collection Systems

Detail past-experience and relevant knowledge of Set Up, Maintenance and Management of Institutional Information, Loan Accounts and Collection Systems.

5. Knowledge and Experience in Establishing and Implementing Disbursement Management Systems.

Identify key projects documenting past experience with Housing Authorities and similar clients that demonstrate Respondents experience with providing services relevant to the Scope of Services, Stakeholders, Deliverables and Outcomes.

6. Staffing Plan and Service Approach

Provide a Staffing Plan of the Personnel that will be dedicated to DCHE in the performance of the Scope of Service to include Experience, Qualifications, evidence of Licenses, certifications and industry affiliations as evidence of Individual(s) ability to provide the Scope of Services for the proposed Discipline of Interest. Provide the Means and intended Approach to recruit Tax Credit Investors and other associated tasks to provide the scope of services.

7. Management Approach

Detail the firm's ability of the firm to mitigate financial and other risks associated with Tax Credit Investors. Evidence of the ability to execute a recruitment plan based on proposed NMTC funding. The financial pro forma should be reasonable, complete, and based on sound assumptions and inputs.

8. Organization

Describe/Provide demonstrated evidence of the ability of the firm to execute meaningful resident, community, and stakeholder outreach. List the knowledge and experience of working with the DC lower income communities.

9. References

Not less than three (3) recent professional references from clients, which the individual has performed similar work as described in the Scope of Services.

Include name, address and telephone number, description of work performed and the date completed.

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

10. Certifications/Attachments

(The following Certifications and Affidavits are mandatory proposal requirements. Respondents must complete and return the following certifications. The forms are not included in 30-page limitation.)

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

Attachment A-	HUD 5370 General Conditions for Non-Construction Contracts Sections 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-	Section 3 Action Plan
Attachment K-	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.

C.8 FEE PROPOSAL

Provide pricing that is consistent with the Scope of Services for each year of services proposed.

C.8.1 Fee Proposal

Exhibit 1 – Fee Proposal Form Section 1 and Section II must be complete to reflect all fees. The fee should be proposed as a blended flat fee per application and transactions. All fees quoted will be inclusive of time for meetings with DCHE and its partners to develop the metrics, pre-work necessary to complete the tasks, as well as post meeting to present findings.

Respondents shall ensure that the proposed fees offered are the lowest discounted (government) fees offered to similar clients.

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 order. No price increases will be permitted for any alleged miscalculations of the order 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 Price 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.

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 DCHE President.

C.11 MANNER OF AWARDS

DCHE may award a contract(s) upon the basis of the initial proposals 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 efforts of the Respondents and will be evaluated as such.

C.12 RETENTION

All proposals are the property of the DCHE, shall be retained by the DCHE 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 Procurement Officer, by letter or email, whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Procurement 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 Procurement 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 DCHE for other than evaluation purposes. DCHE reserves

the right to determine the proprietary or confidential nature of the information and shall treat such information accordingly, based on its sole determination.

C.16 LATE PROPOSALS, MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

- a) Proposals and modifications to proposals that are received in the DCHA Office of Administrative Services after the exact time specified in the RFP are “late” and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
1. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of proposal;
 2. The proposal or modification was sent by mail and it is determined by the Procurement Officer that the late receipt at the location specified in the RFP was caused by mishandling of 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 Respondents at the place designated 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 DCHE shall be considered at any time it is received and may be accepted at the sole discretion of DCHE.

C.17 FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF A PROSPECTIVE CONTRACTOR

The Respondent must demonstrate to the satisfaction of the Procurement Officer its capability to perform fully the contract requirements in all respects. Therefore, the Respondent shall furnish any reasonable information requested by the Procurement 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 Procurement 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 they are selected as Contractor; as a result of this solicitation.

D.1 TERM OF CONTRACT

The period of performance for the awarded contract(s) shall be five (5) years from the date of execution contingent upon DCHE and subject to availability of funds.

D.2 TYPE OF CONTRACT

This is a fixed firm contract for the items/services specified in the Scope of Services in accordance with accepted the Fee Proposal. Contractor shall provide all specified services required by DCHE.

D.3 TIME

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

D.4 INSURANCE

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

Contractor shall carry and pay for:

- (i) Commercial General Liability –

Per occurrence	\$2,000,000
Aggregate	\$4,000,000
Personal and Advertising Injury	\$2,000,000
Products and Completed Operations	\$2,000,000

- (ii) Automobile Liability covering bodily injury and property damage for all vehicles used by Respondent in the performance of the contract:

Per occurrence	\$1,000,000
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- (iii) Workers’ Compensation:

District of Columbia statutory requirements and benefits.

- (iv) Employer’s Liability -

Each accident	\$500,000
Employee disease	\$500,000
Employee disease policy limit	\$500,000

- (v) Professional Liability (Errors and Omissions)

Per Occurrence:	\$2,000,000
Aggregate:	\$4,000,000

- (vi) Umbrella or Excess Liability {*Professional Consultant Services with \$1M Per Occurrence and \$2M Aggregate for General Liability and Employment Practices*}

\$5,000,000

With respect to (i) and (ii) above; these policies shall be endorsed to name the DCHE 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 DCHE 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 DCHE 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 DCHE 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 DCHE.

In the event a claim arises out of this contract, the Contractor will promptly notify the DCHE Authorized 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 DCHE Authorized Representative and ORM with reports of all accidents, claims and potential claims for damage or injury and will cooperate with its insurers and those of DCHE.

D.5 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless HUD, DCHA, and DCHE and its respective employees, agents, contractors, Board of Commissioners, Board of Directors, 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 Contractor 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 DCHE to comply with this indemnification requirement; provide evidence of such coverage to DCHE, 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

DCHE may extend the term of the contract for up to three (3) one-year option periods.

2. Option to Extend the Term of the Contract

- a. DCHE 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 fees for the option period and any subsequent extensions shall be specified in the contract.
- c. If DCHE exercises the option to extend the contract, such contract shall be modified and executed by DCHE and the Contractor. A copy of the same will be provided to the affected Contractor.
- d. The total duration of the contract, including the exercise of the any option there under, shall not exceed five (5) years.

D.7 METHOD OF COMPENSATION

Monthly Payment of Services:

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

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

DC Housing Enterprises c/o
District of Columbia Housing Authority
Attn: Accounts Payable
1133 North Capitol Street, NE, Suite 329
Washington, DC 20002-7599

Invoices may be emailed to: DCHEpayments@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 contact 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 DCHE's Accounts Payable Division processes checks for payment every Thursday. When that date falls on a weekend or observed holiday, checks will be processed 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 the DCHE President and executed by the Procurement Officer of DCHE. 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 contracts awarded hereunder shall not exceed the total ceiling. No notice, communication, or representation in any form from any person other than the DCHE Procurement Officer shall change the ceiling of the entire contract. In the absence of the specified notice, DCHE is not obligated to pay the contractor 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 will be initiated by the DCHE Authorized Representative, in consultation with the DCHE President or her designee, pursuant to the contract with specific ceilings for the task identified. Contractors must agree to use its best efforts to perform the work specified in any task order within the ceiling specified, or decline to accept the task order.
- C. The Contractor shall notify DCHE, 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. DCHE 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 DCHE 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 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 Procurement 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 Procurement 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 CEILING PRICE

The DCHE shall not be obligated to pay the Contractor any amount in excess of the ceiling price (also referred to as the total price), and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth, unless and until the Procurement Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule(s) has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

D.10 AFFIRMATIVE ACTION PROGRAM

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

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

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

Contractors and subcontractors will:

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

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

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

D.12 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

- D.12.1 That the proposal includes proprietary or confidential information that shall not be disclosed outside of DCHE and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the proposal;
- D.12.2 That if a contract is awarded to the Respondent, DCHE shall have the right to duplicate, use or disclose the proprietary or confidential information the extent provided in the contract;
- D.12.3 That this restriction does not limit DCHE's right to use the proprietary or confidential information if it is obtained from other source without restriction; and
- D.12.4 That the Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction.
- D.12.5 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.13 RESPONSIBLE CONTRACTORS

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

1. Integrity;
2. Compliance with public policy;
3. Record of past performance;
4. Financial and technical resources

Before a proposal is considered for award, the Respondent may be requested by DCHE 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, the DCHE may conduct site visits to the Respondent's office or facility to verify information contained in the proposal.

D.14 EMPLOYEE DISHONESTY INSURANCE

Upon contract award, Contractor shall provide evidence of Employee Dishonesty Insurance for an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), obtained at its own expense, for the purpose of protecting against dishonest acts of the Contractor and its employees. DCHE must be named as the loss payee. The insurance company, form, limits and content of such coverage will be subject to the approval of the DCHE.

D.15 RESPONDENT'S KEY PERSONNEL

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

D.16 CONSENT TO SUBCONTRACT

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

D.17 FAIR HOUSING EQUAL OPPORTUNITY CLAUSE

During the performance of the contract, the Contractor shall not discriminate on the basis of race, color, religion (creed), sex, natural 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, natural origin, handicap or familial status, in the sale, rental or other disposition of residential properties or related facilities, including land to be developed for residential use, or in the use or occupancy thereof.

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

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

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

During the performance of the contract, the Contractor and all of its subcontractors shall comply with the Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against persons with disabilities in federally funded programs and activities. DCHA has entered into a Voluntary Compliance Agreement that requires a minimum of six percent (6%) of the public housing units constructed will comply with Uniform Federal Accessibility Standards (“UFAS”). DCHA may require more than six percent (6%) in an applicable revitalization plan. In addition, all other units constructed must comply, as applicable, with the Fair Housing Act guidelines on accessibility. See 29 U.S.C. §794.

D.20 NO WARRANTY

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

D.21 EXPENSE OF THE RFP SUBMISSION

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

D.22 CANCELLATION

DCHE 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 DCHE. DCHE further reserves the right to waive any minor information on any proposal received, if it is in the best interest of DCHE 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 DCHE.

D.23 PROTEST

Any party involved in a dispute with DCHA or DCHE 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

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

DCHE Authorized Representative. The President of DCHE and the person authorized on behalf of DCHE to bind DCHE.

Executive Director. The Executive Director of the District of Columbia Housing Authority.

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

Protester. Any Respondent to a solicitation made by DCHA or DCHE who has submitted a bid, quotation, or proposal meeting 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 Procurement 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 Procurement Officer may suspend the procurement pending resolution of the protest, if warranted by the facts presented.
3. The Procurement 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 Procurement Officer's decision with supporting rationale; and a statement referencing appeal rights.

4. The Procurement Officer's Final Decision may be appealed to the DCHE President through the DCHA Office of the General Counsel. Such request must be in writing and made within ten (10) calendar days of receipt of the DCHE Procurement Officer's decision.
5. The DCHA President'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 President, or other time period required by the selected court of competent jurisdiction, as applicable.
6. The DCHA Board or Commissioners nor DCHE Board of Directors 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:

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

D.24 BEST AND FINAL OFFERS

DCHE 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 ("BAFOs") at the designated date and time. If a modification is submitted, it must be received by the date and time specified and is subject to the "Late Submission, Modifications and Withdrawals of Proposals" provision of this solicitation.

After receipt of best and final offers, no discussions will be reopened unless the Procurement Officer determines that it is clearly in DCHE's best interest to do so. If discussions are opened, the Procurement Officer shall issue an additional

request for best and final offers to all Respondents still within the competitive range.

D.25 DAVIS BACON REQUIREMENTS-[RESERVED]

D.26 MCNAMARA - O'HARA SERVICE CONTRACT ACT

Contractor shall be required to comply with the requirements of the McNamara-O'Hara Service Contract of 1965 (SCA), as amended, 41 U.S.C. 351, *et seq.*, and the implementing regulations found in 29 C.F.R.4. The McNamara-O'Hara Service Contract Act requires contractors and subcontractors performing services on prime contracts in excess of \$2,500 to pay service employees in various classes no less than the wage rates and fringe benefits found prevailing in the locality, or the rates (including prospective increases) contained in a predecessor contractor's collective bargaining agreement. For prime contracts in excess of \$100,000, contractors and subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over forty (40) in a workweek.

D.27 SELECTION NON-BINDING

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

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

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

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SECTION E - EVALUATION FACTORS FOR AWARD

E.1 EVALUATION OF PROPOSALS

- E.3.1 All proposals will be evaluated based on the evaluation criteria outlined below. The Procurement 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 DCHE, be corrected subsequent to the submission due date.
- E.3.2 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.
- E.3.3 The evaluation factors and the comparative scoring of the factors shown in E.3 below will be used to determine which Respondents fall within the competitive range and the recommendation made to the DCHE President.

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

- E.2.1 DCHE will make an award(s) to the most responsible and responsive Respondent(s) whose proposal conforms to the solicitation and is most advantageous to DCHE (i.e., that which represents the best value to the DCHE), cost or price and other factors considered.
- E.2.2 DCHE may award a contract to other than the lowest priced proposal. In the event that two (2) or more proposals are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most responsive.
- E.2.3 The proposed cost must be considered reasonable and must reflect the proposed technical approach.
- E.2.4 DCHE may 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 Contractor.

E.3 EVALUATION AND SELECTION CRITERIA

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

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

The following evaluation factors will be used in determining the competitive range *with a total possible score of 262.5 points*.

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

E.3.1 TECHNICAL & COST EVALUATION FACTORS

MAXIMUM 210 POINTS

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CRITERIA	MAXIMUM POINTS
TECHNICAL	
<p><u>1. Knowledge and Experience based upon 20 points for each of the following criteria</u></p> <p><u>Experience with New Markets Tax Credit Financial</u></p> <p>Firm’s experience and qualifications working with loan servicing for NMTC portfolios. Respondents shall have a minimum of three (3) years of experience related to New Markets Tax Credits financing.</p> <p>Respondents shall have a minimum of three (3) years of experience in loan servicing for New Markets Tax Credit loans.</p> <p><u>Experience and Knowledge of New Markets Tax Credit Financial Projections and Underwriting</u></p> <p>Firm’s experience and qualifications working with loan servicing for NMTC portfolios. Respondents shall have a minimum of three (3) years of knowledge and experience of underwriting NMTC projects and experience with analyzing NMTC financial projections.</p> <p><u>Experience and Knowledge of New Markets Tax Credit Financial Projections and Underwriting</u></p> <p>Firm’s experience and qualifications working with loan servicing for NMTC portfolios. Respondents shall have a minimum of three (3) years of knowledge and experience of underwriting NMTC projects and experience with analyzing NMTC financial projections.</p> <p><u>Experience, knowledge and qualifications working with loan servicing for NMTC portfolios.</u></p> <p>Experience with Set Up, Maintenance and Management of Institutional Information, Loan Accounts and Collection Systems.</p>	80
<p><u>2. Key Projects and Past Experience</u></p> <p>Respondents should identify key projects documenting past experience with Housing Authorities and Similar clients to include Scope of Services, Stakeholders, Deliverables and Outcomes.</p>	20
<p><u>3. References</u></p> <p>List not less than three (3) recent references form clients for which entity has provided similar work to the Scope of Services.</p> <p>References may be contacted to verify project award, project performance and quality of work.</p>	5

<p>4. <u>Staffing Plan and Service Approach</u> Experience and qualifications of personnel dedicated to DCHE in the performance of the Scope of Services. Means and intended Approach to recruit Tax Investors and other associated task to provide the scope of services. Provide evidence of licenses, certifications & Affirmations.</p>	30
<p>5. <u>Knowledge and familiarity with the DC low-income Communities</u> Knowledge of and familiarity with the DC low-income communities and experience assisting DCHE and other DC community development agencies to plan, develop and manage programmatic initiatives to serve lower income DC communities.</p>	30
SECTION 3 Experience & Plan	20
<p>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>	
COST	
<p>6. <u>Fee Proposal</u> Fee proposal shall be a Firm Fixed price which includes hourly rates for work to be performed in accordance with the requirements of the proposed contract.</p>	25
TOTAL MAXIMUM POINTS TECHNICAL & COST	210

E.3.1 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) 222.5 POINTS

SECTION F-TIMETABLE (SELECTION PROCESS)

F.1 TIMETABLE ()**

DCHE 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 DCHE’s sole discretion and without prior notice:

Advertise Date	Nov. 4, 2018
Issue Request for Proposals	Nov. 5, 2018
Deadline for Question Submission	Nov. 19, 2018
Deadline Submission for Proposal	Dec. 6, 2018
Evaluation Period	TBD
Presentation to DCHE Board of Directors (Contract Approval)	TBD
Contract Award	TBD

() DATES IDENTIFIED ABOVE ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE DC HOUSING ENTERPRISES.**

ALL PROPOSALS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY DCHE, AND THE RESPONDENT 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 DCHE, COST AND OTHER FACTORS CONSIDERED. DCHE MAY REJECT ANY OR ALL PROPOSAL THAT ARE DETERMINED NOT TO BE IN DCHA'S BEST INTEREST. IN ADDITION, DCHE RESERVES THE RIGHT TO WAIVE ANY MINOR INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES DCHE'S BEST INTEREST IN DOING SO.

SECTION G – EXHIBIT/ATTACHMENTS

G.1 EXHIBITS

[Exhibit 1-](#) Price Proposal Form

G.2 APPENDICES

G.3 ATTACHMENTS

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