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

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**LETTER SOLICITATION NO.**

**0029-2019**

**ISSUE DATE: August 5, 2019**

**CLOSING DATE: August 22, 2019**

**CAPTION: ONLINE LEGAL SERVICES**

Dear Prospective Offeror:

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

## **INTRODUCTION**

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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**

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DCHA requires Online Legal Services to support OGC with online advisory and supplemental reference and research materials. DCHA invites licensed, qualified, and interested Offerors to submit a proposal in response to the solicitation to provide Online Legal Services.

## **BACKGROUND**

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The services within this solicitation are legal research resources required by the District of Columbia Office of General Counsel (OGC) to administer program objectives in support of the DCHA mission to provide quality affordable housing to extremely low-to moderate-income households and foster sustainable communities. Highly qualified and professional firms may respond to submit a quote to provide online legal services as detailed within this Letter Solicitation.

## **QUALIFICATIONS- [RESERVED]**

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## **SCOPE OF SERVICES**

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DCHA requires online advisory and supplemental reference and research materials to support the day-to-day legal matters of the Office of General Counsel (“OGC”) for DCHA and/or its affiliate entities.

Offerors shall provide online legal research services for approximately 30 users with unlimited access to the following.

- a. All legal research (all states, federal, and administrative) opinions;
- b. Administrative decisions;
- c. Regulations;
- d. Laws;
- e. Restatements;
- f. Legislative history;
- g. All available templates and drafting assistants;
- h. Legal News

The list above is not all-inclusive and will vary by case.

Additionally, Offerors are invited to submit a separate quote for all services listed above plus secondary sources (legal treatises, law review articles, etc.).

## **SECTION 3 REQUIREMENTS**

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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](mailto: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**

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The term of the awarded contract shall be three (3) years from the date of contract execution, as deemed appropriate in the representation of DCHA; based upon the availability of funds.

#### **TYPE OF CONTRACT**

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

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

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#### **MANNER OF AWARD**

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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:

<b>MINIMUM INSURANCE REQUIREMENTS</b>
<b>BASIC COVERAGE</b>
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>
<b>Umbrella or Excess Liability {Required for Coverages below \$1M Occurrence and \$2M Aggregate}</b>
<b>\$5,000,000</b>
<b>Professional Liability (Errors and Omissions)</b>
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](mailto: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**

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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**

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

## **TASK ORDERS- [RESERVED]**

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## **PAYMENT/INVOICES**

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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](mailto:DCHApayments@dchousing.org)

- b. Proper invoices shall contain the following information:

- Contract Number
- Purchase Order Number
- Identification of matters/services performed consistent with the contract requirement and supporting documentation

- c. **Failure to provide all documentation as outlined in item “b” above may delay payment of invoices.**

- d. DCHA's Accounts Payable Division processes checks for payment every Thursday; except 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**

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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. Breadth of Access**

Provide information related to coverage of materials identified in the scope of services requested; please specifically note whether the District of Columbia Municipal Regulations are included in coverage. Include



product specifications that include host environment, user access, and data security.

#### 4. **Ease of Use**

Provide information related to ease of use highlighting any features designed to promote user friendliness and intuitive design. Offerors will be required to host a Product Demonstration as well as a 14-day trial access for approximate ten (10) users. Offerors may be asked to provide a product demonstration not exceed one hour.

#### 5. **Certifications & Affidavits**

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

<a href="#">Exhibit 1-</a>	Cost Proposal
<a href="#">Attachment A-</a>	HUD 5370 General Conditions for Non-Construction Contracts Section I
<a href="#">Attachment B-</a>	DCHA Mandatory Clauses for Small Purchases Other than Construction
<a href="#">Attachment C-</a>	HUD 5369 C Representations, Certifications of Offerors (Non-Construction)
<a href="#">Attachment D-</a>	Wage Determination

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

### **PART II: Price Proposal**

#### 6. **Price Proposal- Exhibit 1**

Offerors shall complete Exhibit 1-Price Proposal proposed to complete 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 the annual license cost and include a breakdown of the monthly license fee, the number of users, installation, training and any additional costs for additional services relevant to the Scope of Services.

**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**

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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 **137.5** points.

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

**TECHNICAL AND COST**

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
<b>Breath of Access</b> Provide information related to coverage of materials identified in the scope of services requested; please specifically note whether the District of Columbia Municipal Regulations are included in coverage. Include product specifications that include host environment, user access, and data security.	<b>30</b>

<p><b>Ease of Use</b></p> <p>Provide information related to ease of use highlighting any features designed to promote user friendliness and intuitive design. Provide information related to ease of use highlighting any features designed to promote user friendliness and intuitive design. Offerors will be required to host a Product Demonstration as well as a 14-day trial access for approximate ten (10) users. Offerors may be asked to provide a product demonstration not exceed one hour.</p> <p>The above selection criteria will be based on evidence of the following criteria:</p> <ol style="list-style-type: none"> <li>1. Ease of Access- 20 Points</li> <li>2. Product Demonstration - 15 points</li> <li>3. Product Trial- 15 points</li> </ol>	<p><b>50</b></p>
<p><b>Documentation of Certifications, Licenses and Industry Affiliations</b></p> <p>Copy of business License or registration to provide services in the District of Columbia. Include copies of entity Trade Affiliations and Licenses as evidence of entity's ability to complete the Scope of Services.</p>	<p><b>10</b></p>
<p><b>Section 3</b></p> <ol style="list-style-type: none"> <li>1. Hiring Section 3 Residents- 6 Points</li> <li>2. Contracting to Section 3 Business Concerns- 6 Points</li> <li>3. Other Economic Opportunities- 4 Points</li> <li>4. Past Performance- 4 Points</li> </ol>	<p><b>20</b></p>
<p><b>COST</b></p>	
<p><b>Proposed fee and breakdown</b></p> <p>Complete Exhibit 1-Price Proposal proposed to complete 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 the annual license cost and include a breakdown of the monthly license fee, the number of users, installation, training and any additional costs for additional services relevant to the Scope of Services.</p>	<p><b>20</b></p>
<p><b>TOTAL MAXIMUM POINTS TECHNICAL &amp; COST</b></p>	

***BONUS POINTS***

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

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

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

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

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

“Minority” means 51% ownership; and

“Woman-Owned” means 51% ownership.

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

The points will be awarded in the following manner:

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

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

**TOTAL MAXIMUM POINTS (to include Bonus Points)                      137.5 Points**

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

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

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

DCHA may award a contract to other than the lowest priced offer. In the event that two or more offers are considered technically equivalent, the evaluated cost

or price will be of primary importance in determining the proposal most responsive.

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

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

## **PROTEST**

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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**

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Inquiries or questions concerning this solicitation **shall be submitted in writing to the Issuing Office no later than 11:00 a.m., Tuesday, August 13, 2019.** Inquiries/questions shall be emailed to Lolita Washington to [lwashing@dchousing.org](mailto:lwashing@dchousing.org) with copy to [business@dchousing.org](mailto: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**

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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., Thursday, August 22, 2019** at the address listed below.

District of Columbia Housing Authority  
Office of Administrative Services- Contracts and Procurement  
1133 North Capitol Street, NE, Suite 300  
Washington, D.C. 20002-7599  
Attn: Cheryl Moore, Contracting Officer  
Letter Solicitation Number: 0029-2019  
"Online Legal Services"

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

**PROPOSALS RECEIVED AFTER THE DEADLINE MAY NOT BE CONSIDERED.**

Sincerely,



Cheryl Moore  
Contracting Officer