




<b>AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT</b>			1. Contract Number DCHFA-23-003		Page of Pages		
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2. Amendment/Modification Number A001		3. Effective Date Box 16C		4. Requisition/Purchase Request No.		5. Caption Audit Services	
6. Issued by: District of Columbia Housing Finance Agency 815 Florida Avenue, N.W. Washington, D.C. 20001-3017				7. Administered by (If other than line 6)			
8. Name and Address of Contractor (No. street, city, county, state and zip code)				X	9A. Amendment of Solicitation No. DCHFA-23-003		
					9B. Dated (See Item 11) 5/4/23		
					10A. Modification of Contract/Order No.		
					10B. Dated (See Item 13)		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input checked="" type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
<input checked="" type="checkbox"/> 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS and IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
<b>E. IMPORTANT:</b> Contractor is not <input checked="" type="checkbox"/> is <input type="checkbox"/> required to sign this document.							
<b>14. Description of Amendment/Modification</b> Solicitation Number DCHFA-23-003 is hereby modified as follows: <ol style="list-style-type: none"> <li>1. Delete Section B.3, Price Schedule, pages 3 through 7 in its entirety and replace with section B.3R, pages 3R through 5R. Pages 6 and 7 do not exist.</li> <li>2. Delete Section E.1B.1, INSURANCE REQUIREMENTS, Commercial General Liability Insurance (“CGL”) Page 12 in its entirety and replace with page 12R.</li> <li>3. Delete page 18 in its entirety and replace with the attached revised page 18R.</li> <li>4. Delete section F, in its entirety and replace with revised section F as page 18R-1.</li> <li>5. Delete Section H.3.1, Proposal Submission, page 23 in its entirety and replace with the attached revised section H.3.1R, page 23R.</li> </ol> <p>Continuation of this contract beyond September 30, is subject to availability of funding.</p> <p>Signature page – is located on page 2.</p>							



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Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Tara Sigamoni		
15B. Name of Contractor  (Signature of person authorized to sign)	15C. Date Signed	16B. District of Columbia Housing Finance Agency  (Signature of Contracting Office or person authorized to sign)		16C. Date Signed 5/12/23	



**B.3R PRICE SCHEDULE**

**B.3.1R BASE YEAR – 2023 Services**

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>DESCRIPTION</b>	<b>TOTAL PRICE</b>
<b>0001</b>	<b>Combined Agency Audit, Audit Services and Audited Reports</b>	<b>\$ _____</b>
<b>0002</b>	<b>Multifamily Development Program Audit, Audit Services and Audited Reports</b>	<b>\$ _____</b>
<b>0003</b>	<b>Single Audit</b>	<b>\$ _____</b>
	<b>GRAND TOTAL</b>	<b>\$ _____</b>



**B.3.2R OPTION YEAR 1**

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>DESCRIPTION</b>	<b>TOTAL PRICE</b>
<b>1001</b>	<b>Combined Agency Audit, Audit Services and Audited Reports</b>	<b>\$ _____</b>
<b>1002</b>	<b>Multifamily Development Program Audit, Audit Services and Audited Reports</b>	<b>\$ _____</b>
	<b>GRAND TOTAL</b>	<b>\$ _____</b>

**B.3.2.1R OPTION YEAR 1 – Single Audit**

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>DESCRIPTION</b>	<b>TOTAL PRICE</b>
<b>1003</b>	<b>Single Audit</b>	<b>\$ _____</b>



**B.3.3R OPTION YEAR 2**

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>DESCRIPTION</b>	<b>TOTAL PRICE</b>
2001	<b>Combined Agency Audit, Audit Services and Audited Reports</b>	\$ _____
2002	<b>Multifamily Development Program Audit, Audit Services and Audited Reports</b>	\$ _____
	<b>GRAND TOTAL</b>	\$ _____

**B.3.3.1R      OPTION YEAR 3 – Single Audit**

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>DESCRIPTION</b>	<b>TOTAL PRICE</b>
2003	<b>Single Audit</b>	\$ _____



The DCHFA shall be included in all policies required hereunder to be maintained by the Contractor (except for workers' compensation and professional liability insurance) as an additional insureds for claims against DCHFA relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor maintain broader coverage and/or higher limits than the minimums shown below, the DCHFA requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.

#### A. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.



To the Contractor: \_\_\_\_\_

\_\_\_\_\_

**E.19 ABSENCE OF INTEREST**

The Contractor represents that no officer, agent, employee, official or representative of the Agency has received any payment or other compensation for the making of this Contract and that no such person has any interest, direct or indirect, in this Contract or the proceeds thereof or related thereto.

**E.20 NO PARTNERSHIP**

Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture of or between the Agency and the Contractor or create any other relationship between the Parties hereto other than the Contractor and Agency related to the Scope of Services of this Contract.

**E.21 NO WAIVER**

The waiver at any time by the Agency of any term of this Contract shall not be construed or understood as waiving any future or other rights of any character whatsoever.

**E.22 NONDISCLOSURE OF CONFIDENTIAL INFORMATION**

The Contractor shall not use or retain any Confidential Information (hereinafter defined) for its own use or for any reason other than to carry out the Scope of Services. Confidential Information shall mean any oral, written, graphic or machine-readable information, including but not limited to, any personally identifiable information related to the Agency’s programs, partners, employees, or borrowers including, but not limited to, names, addresses, social security numbers, telephone numbers, e-mail addresses, financial and similar information, regardless of the manner in which it was furnished or obtained by the Contractor. The contractor shall take all reasonable measures to protect the privacy of the Confidential Information in order to prevent it from public disclosure or unauthorized use or access by persons or entities not authorized under this Contract. Access to Confidential Information shall be limited to the Contractor **only** who has a need to access the Confidential Information in their official capacity to carry out the Scope of Services. Confidential Information shall not be directly or indirectly disclosed, reproduced, copied, disseminated, published, furnished, provided, or otherwise made available to any person, firm partnership, limited liability company, corporation, government, association, institution, or other entity, without the prior written consent of the Agency. The contractor shall notify the Agency immediately of any actual or suspected breach, misuse, misappropriation, or unauthorized disclosure of the Confidential Information. The contractor shall be personally liable any violations of the terms of this Section.



## **SECTION F: PERIOD OF PERFORMANCE**

### **F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one year from date of award. Continuation of these services beyond September 30 of each year is subject to availability of funding.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

F.2.1 The Agency may extend the term of this contract for a period of three (3) one (1) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Agency will give the Contractor preliminary written notice of its intent to extend. The preliminary notice does not commit the Agency to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.

F.2.1.1 If the Agency exercises this option, the extended contract shall be considered to include this option provision.

F.2.1.2 The price for the option period(s) shall be as included in the price schedule.

F.2.1.3 The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.





**H.2.4** The offeror shall label each attachment, i.e., “Technical Proposal – Offeror Name”, “Price Proposal – Offeror Name.”

**H.2.5** Offerors are directed to the specific proposal evaluation criteria found in Section I of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the Agency to evaluate the offeror’s response. The offeror shall submit information in a clear, concise, factual, and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation of all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

**H.2.6** Offerors shall complete, sign, and submit all Representations, Certifications and Acknowledgments as appropriate.

**H.2.7** **Proposal Content**

**H.2.7.1** All proposals shall be prepared in a straightforward and concise manner, delineating the Offeror’s capabilities to satisfy the requirements of this RFP. Offerors are requested to write their proposals so that their responses correspond to and are identified with the specific sections and subsections of this RFP. Please provide complete but succinct responses to the following:

**A. Transmittal Letter**

A transmittal letter on the Offeror’s stationery, signed by an individual who is authorized to bind the company to all statements in the proposal and the services and requirements as stated in the RFP. Also, any exceptions to this RFP or the terms and conditions outlined must be clearly identified in the transmittal letter.

**B. Background Information**

1. Organizational documents (e.g., Articles of Incorporation).
2. Certificate(s) of Good Standing from the District of Columbia and your home jurisdiction.
3. General overview or description of the qualifications and experience of your company.
4. Proof of being an independent audit firm according to Article 2 of Regulation S-X of the Securities Act currently and/or as may be amended and meet the current Government Auditing Standards (“GAS”) independence standards issued by the General Accounting Office.

**H.3 PROPOSAL SUBMISSION DATE AND TIME, LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWALS OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**H.3.1 Proposal Submission**

Proposals must be submitted no later than June 2, 2023. Proposal package, modifications to the proposal, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and it is the only proposal package received.