

AMENDMENT OF SOLICI	FATION / MODIFICATION	. 05 0	٠٨.	ITD A CT	DCHFA-2		1	3
2. Amendment/Modification Number	3. Effective Date			on/Purchase R		5. Caption		
A002	Box 16C	4. Nequ	aisiti	on/Fulchase N	equest No.	Audit Service	:S	
6. Issued by: District of Columbia Housing 815 Florida Avenue, N.W. Washington, D.C. 20001-3017		7. Ad	dmir	istered by (If o	ther than line	6)		
8. Name and Address of Cont state and zip code)	ractor (No. street, city, count	y,	Х	9A. Amendmo		ion No.		
State and Zip Gode)				9B. Dated (Se 5/4/23	<u> </u>			
				10A. Modifica	ition of Contra	.ct/Order No.		
				10B. Dated (\$	See Item 13)			
	11. THIS ITEM ONLY APPLIES TO	AMEN	OME	NTS OF SOLI	CITATIONS			
The above numbered solicitation is offers must acknowledge receipt of this (a) By completing Items 8 and 15, and resubmitted; or (c) BY separate letter or fator BE RECEIVED AT THE PLACE DESERBJECTION OF YOUR OFFER. If by veach letter or telegram makes reference	amendment prior to the hour and date eturning copies of the amendment: (bx which includes a reference to the so SIGNATED FOR THE RECEIPT OF Coirtue of this amendment you desire to to the solicitation and this amendment	e specified by ackrolicitation FFERS I change a	d in the nowledge and	the solicitation of edging receipt of amendment nu DR TO THE HO fer already subr	or as amended f this amendmender. FAILUR UR AND DATE mitted, such ma	, by one of the follo ent on each copy o RE OF YOUR ACKN E SPECIFIED MAY ay be made by lette	owing methor of the offer NOWLEDGI RESULT IN er or fax, pro	ods: MENT N
12. Accounting and Appropriation Data (If Required) 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS and IT MODIFIES THE CONTRACT/ORDER NO. AS								
DESCRIBED IN ITEM 14	O MODIFICATIONS OF CONTRA	J I/ORDI	EKS	and IT MODIF	-IES THE CO	————	NO. AS	
E. IMPORTANT: Contractor is n	ot 🛛 is 🗌 required to sign this	documer	nt.					
14. Description of Amend Attached are the responses Number DCHFA-23-003.		n offer	ror(s). This do	ocument d	oes not amen	d solicit	tation
you address those con	concerns you have for your ocerns? We have no major cod in Federal and local legislation	oncern	ations as	on? How mig s a mature a	ght you look gency of o	cat your audit i ver 40 years or	firm to he ur busine	elp ess
 Is the audit being put out to bid on a normal cycle? How long have your current auditors been servicing DCHFA? Can the current firm propose? Yes, this is a normal cycle. The current auditors have been on board for five years. The existing auditor may submit a proposal again. 								
3. What are the current audit fees for all report deliverables? What have they been the past three years? We are seeking proposals for the services as delineated and would like offerors to offer their realistic and competitive pricing, therefore, we will not share the past pricing information.								
Has the current auditorequests from the Age	r ever billed over their fixed for	ee and	if s	o, what was	the reason	? Yes, due to a	additiona	al



AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT

1. Contract Number Page of Pages
DCHFA-23-003
2
3

- 5. What is the budget for these services for FY2023? We are seeking proposals for the services as delineated and would like offerors to offer their realistic and competitive pricing, therefore, we will not share the budget for these services as we believe it may unduly influence the type of pricing we receive.
- 6. Have there been any disagreements with the current auditors regarding accounting treatment, journal entries, findings, or other matters? No major disagreements have arisen.
- 7. Has the current auditor provided any additional services outside the original audit contract? No
- 8. For the interim and final fieldwork phase, how many audit managers, seniors, and staff are typically in the field and for how long? Field work runs September through November with statements prepared in early December. We are seeking proposals for the mix of managers, seniors and staff size.
- Have there been many passed or posted adjustments resulting from the audit process in recent years? Is it
 possible to obtain the required communication correspondence? A few minor posted adjustments. No passed
 adjustments. Governance letters from prior years are not available.
- 10. Who takes the lead in the implementation of new GASB's? DCHFA is an instrumentality of the DC Government, but we do consult with them on timing of adoption of new GASB's that are applicable as our statements are a component of the larger DC Government Audit and Financial Statements.
- 11. Do you plan to, or are you considering, using derivative financing in the future? We have contemplated utilizing interest rate swaps in conjunction with some of our MF transactions but have not done so in the last five years.
- 12. What is the noted software platform used by DCHFA; do you have plans to make changes to your software platform? Emphasys software is our system of record, and we have no plans to change software providers in the near future.
- 13. Have you experienced turnover in key roles within the organization? The Agency incurs turnover at similar rates to both the public and private sector. The overall Finance department of the agency has had limited turnover in the last two years.
- 14. Has your auditors provided a management letter in the past 3 years for the noted entities above? If so, can that document be made available? The management letter for the last few years can be found in the first few pages of our publicly released financial statements available on our website.
- 15. Will DCHFA consider any exceptions and/or modifications to the RFP which would be typical for the contemplated services? If yes, should such requests for exception or modification be further detailed and included as formal exceptions in our proposal? The Agency may consider exceptions/modifications and any such requests should be clearly detailed and included as exceptions to the solicitation along with the proposal.

Signature page – is located on page 3.



				1. Contract	Number	Page of	f Pages
AMENDMENT OF SOLICIT	DCHFA-23-003		3	3			
2. Amendment/Modification Number A002	3. Effect Box 16	fective Date 4. Requisition/Purc		Request No.	5. Caption Audit Servic	es	
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Except as provided herein, all terms a	ınd conditi	ons of the document is	referenced in Item 9A or 10A	remain unch	anged and in full	force and e	effect.
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer				
	Tara Sigamoni						
15B. Name of Contractor 15C. Date Signed		16B. District of Columbia Housing Finance Agency			16C. Date	Signed	
(Signature of person authorized to sign)		5/24/23 Signature of Contracting Office or person authorized to sign)					
			ν				



B.3.1R BASE YEAR - 2023 Services

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



B.3.2R OPTION YEAR 1

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

B.3.2.1R OPTION YEAR 1 - Single Audit

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	TOTAL PRICE
1003	Single Audit	\$



B.3.3R OPTION YEAR 2

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

B.3.3.1R OPTION YEAR 3 - Single Audit

CONTRACT LINE ITEM NUMBER (CLIN)	DESCRIPTION	TOTAL PRICE
2003	Single Audit	\$



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. <u>Workers' Compensation Insurance</u> 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.

<u>Employer's Liability Insurance</u> - 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.2.1The 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..2.1.2The 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, shallnot 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. <u>Transmittal Letter</u>

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.