

DISTRICT OF COLUMBIA HOUSING FINANCE AGENCY



<b>SOLICITATION, OFFER, AND AWARD</b>		<b>1. Caption</b>				<b>Page of Pages</b>	
		Single Family Strategic Plan				1	34
<b>2. Contract Number</b>		<b>5. Type of Solicitation</b>			<b>6. Type of Market</b>		
		Sealed Bid (IFB)			XX Open		
<b>3. Solicitation Number</b>		Sole Source			Set Aside		
DCHFA-23-0016		Sealed Proposals (RFP)			Open with Sub-Contracting Set Aside		
<b>4. Date Issued</b>		XX Request for Qualifications			NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder".		
July 27, 2023							
<b>7. Issued By:</b>		<b>8. Address Offer to:</b>			<b>Delivery</b>		
D.C. Housing Finance Agency 815 Florida Avenue, N.W. Washington, D.C. 20001-3017		<a href="mailto:Procurement@dchfa.org">Procurement@dchfa.org</a>			N/A		
<b>A. SOLICITATION / CONTRACT FORM</b>							
<b>9. Submission Deadline</b>		<b>Date Due August 28, 2023</b>			<b>Time Due 2:00 p.m. local time</b>		
CAUTION: Late Submissions, Modifications and Withdrawals: Responses received after 2:00 p.m. are considered and may not be considered. .							
<b>10. Agency Contact</b>		A. Name		B. E-mail Address			
		Tara Sigamoni		<a href="mailto:procurement@dchfa.org">procurement@dchfa.org</a>			
<b>11. Table of Contents</b>							
Section	Description	Page No.	Section	Description	Page No.		
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<b>OFFER</b>							
<b>12. Acknowledgement of Amendments</b> (The offeror acknowledges receipt of amendments to the SOLICITATION):		<b>Amendment Number</b>		<b>Date</b>		<b>Amendment Number</b>	
<b>13. Offeror Contact Information</b>				<b>Person Authorized to Sign Offer/Contract</b>		<b>Person Authorized to Sign Offer/Contract</b>	
If Offeror is a Joint Venture, add signatures of additional general partners or members as appropriate.		A. Name					
		B. Title					
		C. Address					
		City, State, Zip					
		D. Phone					
		<b>14. Signature</b>					
		<b>15. Date</b>					
<b>AWARD (TO BE COMPLETED BY AGENCY)</b>							
<b>16. Name of Contracting Officer (Type or Print)</b>				<b>17. Signature of Contracting Officer</b>			<b>18. Award Date</b>
Tara Sigamoni							



**DISTRICT OF COLUMBIA HOUSING FINANCE AGENCY**

815 Florida Avenue, N.W.  
Washington, D.C. 20001-3017  
(202) 777-1600  
(202) 986-6736 (FAX)

**REQUEST FOR PROPOSALS (“RFP”)  
SINGLE FAMILY STRATEGIC PLAN**

**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND  
PRICE/COST**

- B.1 The District of Columbia Housing Finance Agency (the “Agency” or “DCHFA”) requests proposals from qualified firms to provide the Agency with a Strategic Plan to Expand Homeownership Opportunities for the Single-Family Business Lending Unit.

The information and instructions set forth below are designed to solicit responses that will demonstrate your company’s capability to satisfy the Agency’s requirements. Each company is requested to submit its most competitive offer.

- B.2 DCHFA contemplates award of a firm-fixed price contract.

**B.3 PRICE SCHEDULE**

**B.3.1 BASE YEAR**

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>DESCRIPTION</b>	<b>TOTAL PRICE</b>
0001	Strategic Plan to Expand Homeownership Opportunities	\$ _____
0002	Cost Reimbursement	\$ _____
	GRAND TOTAL NOT-TO-EXCEED: \$ _____	

**B.3.2 OPTION YEAR 1**

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>DESCRIPTION</b>	<b>TOTAL PRICE</b>
1001	Strategic Plan to Expand Homeownership Opportunities	\$ _____
1002	Cost Reimbursement	\$ _____
	GRAND TOTAL NOT-TO-EXCEED: \$ _____	

**B.3.3 OPTION YEAR 2**

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>DESCRIPTION</b>	<b>TOTAL PRICE</b>
2001	Strategic Plan to Expand Homeownership Opportunities	\$ _____
2002	Cost Reimbursement	\$ _____
	GRAND TOTAL NOT-TO-EXCEED: \$ _____	

**B.3.4 OPTION YEAR 3**

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>DESCRIPTION</b>	<b>TOTAL PRICE</b>
3001	Strategic Plan to Expand Homeownership Opportunities	\$ _____
3002	Cost Reimbursement	\$ _____
	GRAND TOTAL NOT-TO-EXCEED: \$ _____	

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 AGENCY BACKGROUND INFORMATION

- a. The Agency is a corporate body and an instrumentality of the District of Columbia which has a legal existence, separate from the District of Columbia and is empowered to act pursuant to the District of Columbia Housing Finance Agency Act (Chapter 27 of Title 42 of the District of Columbia Code, as amended, (the “Act”)).
- b. The Agency’s Executive Director is empowered by the Act to employ such officers, agents, and employees deemed necessary to operate the Agency efficiently.
- c. The Agency was established in 1979 pursuant to the District of Columbia Housing Finance Agency Act, as amended (D.C. Code Section 42-2701.01 *et seq.*), to increase the supply of affordable housing in the District of Columbia through the issuance of revenue bonds, notes and other obligations. The Agency is a corporate body with a legal existence separate and apart from the District of Columbia (the “District”). The Agency is self-sustaining, and its budget, finances, procurement, and personnel system are independent of the District government.
- d. The Agency’s mission is to advance the District of Columbia’s housing priorities. The agency invests in affordable housing and neighborhood development, which provides pathways for DC residents to transform their lives. The Agency, from time to time examines the financial tools it can offer to meet the changing underwriting and financial markets, to address gaps more effectively and efficiently in housing affordability and to work towards increased equity in our multifamily and ownership housing market in the District of Columbia.
- e. The Agency also operates programs that include down payment and closing cost assistance, pre-development loans, construction monitoring services, multifamily mortgage loan servicing and a wide range of other technical assistance services that are available to prospective homeowners, developers and to the Washington D.C. Metropolitan Area at large.
- f. The Agency’s Single Family Lending business unit creates homeownership opportunities in the District by providing low-cost single family mortgages and down payment assistance, made possible through the issuance of mortgage-backed securities. It considers DC Open Doors and DC4ME its flagship loan products. It is also co-administrator for the District’s down payment assistance product known as the Home Purchase Assistance Program (HPAP). The business unit offers a variety of programs for current and potential homeowners with the goal of expanding and retaining homeownership opportunities in the District.

## C.2 SCOPE OF SERVICES

The Agency has a requirement for a highly qualified Contractor/Consultant to assist its Single-Family Lending business unit with developing a strategic and implementation plan focused on identifying affordable homeownership solutions for borrowers at or below 140% of area median income. The plan should consider legacy and displaced District of Columbia residents as its target borrower population. The plan should prioritize two areas of focus as follows:

- Sustaining & Increasing Black Homeownership
  - Articulate a systematic and measurable approach of contributing to Mayor Bowser's goal to add 20,000 net new Black homeowners by 2030.
- Program Evaluation & Redesign
  - Optimize Single Family Lending's loan product offerings to better serve target borrower population in attaining homeownership.

### C.2.1 SUSTAINING AND INCREASING BLACK HOMEOWNERSHIP

**C.2.1.1 BACKGROUND:** The Agency intends to pursue proactive approaches to increasing homeownership opportunities for people of color, and in particular Black homebuyers who have systematically been excluded from the housing market. The Agency intends to address the long-standing obstacles to equitable access to the credit markets. The goal is to identify ways to leverage the Special Purpose Credit Program (SPCP) to accomplish the goal of supporting the Black Homeownership Strike Force's target of 20,000 additional Black DC resident homeowners by 2030.

C.2.1.2 The Agency has already established the general need and case for the program, defined the typical buyer profile and the general SPCP product to be created. The basic tenet of the SPCP product is that of a payment accelerator that includes the following key functions:

1. Below market interest rate
2. One additional/subsidized loan payment annually
3. Bi-monthly payment schedule.

The intent of the SPCP product is to:

1. adjust for systemic racism in the mortgage industry which consistently charges rates above market for black homebuyers given perceptions of risk and bias; and,
2. accelerate the loan pay off (within a 30-year amortization schedule) to 15-years to substantially hasten the buyers' ability to access to the equity of the home as well as increase their earned income by eliminating mortgage payments much earlier in their lifecycle.

## C.2.2 REQUIREMENTS

Given these goals in mind, the Contractor shall provide the following:

### C.2.2.1 **Develop the case for a SPCP Product to include but not be limited to the following:**

- a) Conduct research and provide detailed guidance on the establishment of a new product(s) that maximizes the SPCP product, to increase the homebuying opportunities for Black homebuyers within the District.

The development of the SPCP product must be undertaken in compliance with the Equal Credit Opportunity Act (ECOA) and its implementing regulation (Regulation B) against considering a prohibited basis, such as race or ethnicity, in any aspect of a credit transaction. Notwithstanding this prohibition, ECOA and Regulation B permit creditors to create “special purpose credit programs” to extend credit to applicants who meet certain eligibility requirements. Pursuant to Regulation B, lenders may offer special underwriting or pricing for economically disadvantaged groups.

- b) Identify the benefits and challenges that the Agency may face in the creation and implementation of such a program.
- c) Build upon existing Agency research and provide case studies of SPCP’s that can provide insight into the potential approaches recommended.
- d) Provide estimated annual cost of the program per borrower for the three key functions identified in section C.2.1.2 above, build out projected budget for the program and its implementation.
- e) Quantify the potential benefits of the recommended program(s) including but not limited to the target market and number of potential home buyers reached.

### C.2.2.2 **Research capital markets and commercial bank funding sources to include but not be limited to the following:**

- a) Analyze market and regulatory data and develop recommendations for a potential funding strategy for the loan program(s) and mortgage product(s).
- b) Apply a racial equity analysis to the top commercial banks participating in the DC mortgage market, to identify those which can be motivated to help establish a pilot SPCP to reduce the racial disparities in their mortgage loan approval rates.
- c) Determine the suitability of the money center, super-regional, regional and community banks active in the DC market to make Community Reinvestment Act qualified investments in establishing an SPCP to advance Black homeownership.

- d) Determine the interest of Community Development Financial Institutions (CDFIs) in participating in Black Homeownership focused SPCP.
- e) Determine the interest of Black-led/ owned banks and other Minority Depository Institutions in participating in Black Homeownership focused SPCP.
- f) Develop strategies to weave together these findings and entities to create a mechanism that accelerates the sustained reduction of the racial wealth gap through Black homeownership.
- g) Develop financial models that illustrate the effectiveness of the recommended approach which may integrate defeasance, sovereign risk arbitrage, credit enhancement, credit risk transfer, custom and hybrid asset backed securities, long dated OTC options contracts and guarantees.

C.2.2.2.1 The contractor shall provide recommendations for potential partners to bring the funding strategy and mortgage product to market which may include but are not limited to universities; foundations; corporations; institutional investors; multilateral agencies; trade associations; and think tanks.

**C.2.2.3 Project financial performance, risk and implementation steps for the SPCP**

The contractor shall:

C.2.2.3.1 Develop and implement, in collaboration with the Agency, the policy and political strategy to secure needed public support for the execution of the product. This may include but not be limited to, as appropriate, drafting support for specific policies and actions, conducting public sector roundtables with key stakeholders. The contractor maybe required to participate in public hearings. The Agency estimates a minimum of two stakeholder meetings.

C.2.2.3.2 The contractor shall participate in both internal and external meetings with and on behalf of the Agency as requested. Prepare meeting materials as needed.

**C.2.3 PROGRAM EVALUATION AND REDESIGN**

The Agency seeks to have its Single-Family mortgage and down payments assistance loan products and programs evaluated. The evaluation should articulate program efficiency and efficacy considering current housing market conditions. The evaluation should broadly determine benefits, challenges, points of optimization and recommend industry best practices for implementation moving forward. Specific recommendations should include but not be limited to, strategies to lower interest rates passed to borrowers, right-sized down payment assistance offerings and ways to efficiently leverage agency resources. The contractor shall evaluate the following Agency programs:



- a) DC Open Doors
- b) DC4ME
- c) The administration of the Home Purchase Assistance Program (HPAP)

C.2.3.1 REQUIREMENTS

Given these goals in mind, the Contractor shall provide the following:

- C.2.3.1.1 Convene external and internal stakeholders to understand pain points and validate existing processes. The sessions may need breakout groups as not all lenders offer or participate in all of the programs mentioned above, i.e. DC Open Doors, DC4ME and HPAP.
- C.2.3.1.2 Identify strategies to increase the target population’s participation in the Agency’s DC Open Doors and DC4ME programs.
- C.2.3.1.3 Identify hurdles and barriers to program participation. Provide specific strategies and recommendations to address identified challenges and mitigate pain points.
- C.2.3.1.4 Determine if new product/program creation is necessary.
- C.2.3.1.5 Identify risks and tradeoffs of each strategy proposed.
- C.2.3.1.6 Analyze market data and comparable housing finance agency programs to develop recommendations and potential funding strategies for mortgage and down payment assistance loan product redesign.
- C.2.3.1.7 Provide estimated annual cost of redesign for new programs per borrower and build out projected budget for the program and its implementation.
- C.2.3.1.7 Draft term-sheet(s) for redesigned and/or newly created loan product(s).
- C.2.3.1.8 Create an integrated matrix of all loan products.
- C.2.1.4.9 Develop a plan to implement the recommendations to increase participation in the Agency’s DC Open Doors, DC4ME and newly created products.

SECTION D: DELIVERABLES

The contractor shall prepare contract deliverables in electronic format as follows:

Deliverable Name	Due Date	Format
Kick Off Meeting	5 business days after award	Video/In-Person

External Roundtable/Stakeholder Engagement (First)	15 business days after kick off meeting	In Person
Internal and Agency Partner Stakeholder Roundtable (Second)	20 business days after kick off meeting	In Person
Summary Report from Roundtables	10 days after the second roundtable	Email
Draft Strategic Plan	60 days after the second roundtable	Email
Presentation of the Strategic Plan	10 days after receipt of draft strategic plan	In Person
Final Strategic Plan	30 days after presentation of draft strategic plan	Email
Implementation Plan	30 days after presentation of draft strategic plan	Email

All deliverables shall be submitted in electronic format acceptable to the Agency, which is currently Portable Document Format (“PDF”) (unlocked) with appropriate bookmarks and Microsoft Word, as well as Microsoft Excel with regard to charts and tables.

#### AGENCY RESPONSIBILITY:

The Agency will provide the contractor with the Agency policies mentioned in the scope after the kickoff meeting.

### **SECTION E: CONTRACT REQUIREMENTS**

#### E.1 INSURANCE

**A. GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer (CO) giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher.

General liability, commercial auto, workers' compensation and property insurance policies (if applicable to this agreement) shall contain a waiver of subrogation provision in favor of the DCHFAs.

The DCHFAs 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 DCHFAs 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 DCHFAs requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.

## B. 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.

OCP should collect, review for accuracy, and maintain all warranties for goods and services.

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.

All insurance required by paragraphs 1,2 and 3 shall include a waiver of subrogation endorsement for the benefit of the DCHFA.

3. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage.
4. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the DCHFA and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.

5. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$3,000,000 per occurrence and \$3,000,000 in the annual aggregate, following the form and in excess of all liability policies. **All** liability coverage must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the DCHFAs and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

C. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the DCHFAs.

- D. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the DCHFAs and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- E. LIABILITY. These are the required minimum insurance requirements established by the DCHFAs. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.
- F. CONTRACTOR'S PROPERTY. Contractors and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the DCHFAs.
- G. MEASURE OF PAYMENT. The DCHFAs shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- H. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

- I. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

**The District of Columbia Housing Finance Agency**  
**Tara Sigamoni**  
**Vice President of Procurement and Administration**  
**815 Florida Avenue, N.W.**  
**Washington, DC 20001**  
**Email: [Tsigamoni@dchfa.org](mailto:Tsigamoni@dchfa.org)**

The CO may request, and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverage, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- J. DISCLOSURE OF INFORMATION. The Contractor agrees that the DCHFPA may disclose the name and contact information of its insurers to any third party which presents a claim against the DCHFPA for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.
- K. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the District.

## **E.2 Actual or Potential Conflicts**

E.2.1 All offerors are subject to applicable Federal, District and Agency conflict of interest laws, regulations and guidelines. Failure to comply with any such laws, regulations or guidelines will result in the proposal being rejected.

E.2.2 State whether you, your company, or any individual within your company represents any clients or interests or has a personal interest whether that interest is financial or otherwise, which creates or may create an actual or potential conflict in the performance of services for the Agency.

E.2.3 Please include a statement to the effect that at the time that you or your company are selected by the Agency, any facts which are known or come to light which create or may create an actual or potential conflict will be fully disclosed in writing to the Agency.

### **E.3 REPRESENTATIONS AND WARRANTIES OF THE AGENCY**

E.3.1 To induce the Contractor to enter into this Contract, the Agency represents and warrants as follows:

- a. The Agency has full power and authority to execute, deliver, and perform under this Contract.

E.3.2 To induce the Agency to enter into this Contract, Contractor represents and warrants as follows:

- a. The Contractor, through its authorized representative, has full power and authority to execute, deliver and perform this Contract and is authorized and in good standing under the laws of the District of Columbia.
- b. This Contract constitutes the valid, legal, and binding agreement of the Contractor, enforceable in accordance with its terms, except as otherwise limited by bankruptcy, insolvency, receivership, or other similar laws.
- c. The Contractor possesses all necessary licenses, permits, and approvals required to execute, deliver, and perform the Scope of Services under this Contract.
- d. There is no current litigation or, to the best of the Contractor's knowledge threatened, which would adversely impede or prevent the Vendor from performing under this Contract.
- e. The Contractor will discharge its duties and responsibilities under this Contract with the degree of skill, care, and diligence that are consistent with industry standards.
- f. The Contractor has no claims against the Agency.

### **E.4 CONFLICT OF INTEREST**

The Contractor shall, within five (5) calendar days, including weekends and federal and District holidays, of discovering the existence of an actual or potential conflict of interest, notify the Agency of the existence of such conflict. Any such notice shall be in writing and contain a detailed description of the conflict. In the event that an actual or potential conflict of interest exists, **Section E.10 (Governing Law)** shall not apply and the Agency may, at its sole discretion, immediately terminate this Contract. The Agency may compensate the Contractor for the Scope of Services performed prior to termination.

### **E.5 NONDISCRIMINATION**

At all times during the performance of this Contract, the Contractor shall comply with all applicable federal and local laws regarding nondiscrimination against employees or applicants for employment because of race, color, religion, national origin, personal appearance, sex, age, sexual orientation, gender identity or

expression, family responsibilities, matriculation, source of income, victim of an intra-family offence, mental or physical disability, political affiliation, or marital status.

**E.6 LIABILITY**

The Contractor shall be solely liable for the Contractor's own negligence, omissions, intentional misconduct, and other actions it undertakes or contracts to have undertaken while performing under this Contract, including, but not limited to any damages, costs, etc., incurred therefrom.

**E.7 INDEMNIFICATION**

Except to the extent arising out of the Agency's gross negligence or willful misconduct, Contractor shall indemnify, hold harmless, and defend the Agency against any and all claims, suits, liabilities, damages and judgments, including, without limitation, reasonable attorney's fees and litigation costs, arising out of, resulting from, or relating to (a) the acts or omissions of the Contractor and Contractor's agents during the term of this Contract, or (b) any breach of this Contract by the Contractor or the Contractor's agents.

**E.8 INSPECTION AND ACCEPTANCE**

The Contractor shall only tender for acceptance Services and Deliverables that conform to the requirements of this Contract. The Agency will, following Contractor's tender, inspect or test the Services and Deliverables and:

- a. Accept the Services and Deliverables; or
- b. Reject the Services and Deliverables and advise Contractor of the reasons for the rejection.

If rejected, Contractor shall repair, correct or replace nonconforming Deliverables or re-perform nonconforming Services, at no increase to contract price. If repair, correction, replacement or re-performance by Vendor will not cure the defects or is not possible, Agency may terminate the Contract under Section F (Term), and, in addition to any other remedies, may reduce the Contract price to deduct amounts for the defective work.

**E.9 COUNTERPARTS**

This Contract may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**E.10 GOVERNING LAW**

This Contract shall be governed by and construed in accordance with the laws of the District of Columbia.

**E.11 ASSIGNMENT**

The Contractor shall not assign or transfer this Contract or any rights or benefits hereunder to any person or entity without the prior written approval of the Agency.



Any assignment made without receiving prior written approval of the Agency shall be void.

**E.12 ENTIRE AGREEMENT; MODIFICATION**

This resultant Contract shall constitute the entire agreement between the Parties. There are no promises or other agreements, oral or written, express or implied other than as set forth in this Contract. No change or modification of or waiver under this Contract shall be valid unless it is in writing and signed by a duly authorized representative of the Party against which it is to be enforced.

**E.13 SEVERABILITY**

If any provision of this Contract is found by a court or other body to any extent to be invalid or unenforceable, the remainder of the Contract shall not be affected and shall be valid and enforceable to the fullest extent permitted under District of Columbia and, to the extent applicable, federal law.

**E.14 ANTI-FRAUD REPORTING**

The Contractor shall report to the Agency, within five (5) calendar days, including weekends and federal and District of Columbia holidays, of discovering the existence of any actual or potentially suspicious, fraudulent or misleading activities or information related to this Contract. Any such report shall be in writing and contain a detailed description of the activity. The Contractor agrees and understands that submitting any false or misleading information related to this Contract may be subject to criminal and/or civil penalties.

**E.15 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE**

If Contractor breaches this Contract, and the Agency in its sole discretion determines that the breach is curable, then the Agency will provide the Contractor with a five (5) calendar day written notice of the default and an opportunity to cure the default. If, after that time, the Contractor remains in breach, the Agency may immediately terminate this Contract by providing written notice to the Contractor.

**E.16 INVALIDITY OF PROVISIONS**

If any term, covenant, or condition of this Contract, or the application thereof to any person or circumstances, shall be held invalid or unenforceable, the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby, and each term shall be valid and enforceable to the fullest extent permitted by law as if such invalid or unenforceable term or provision had not been included herein.

**E.17 CONTEXT OF WORDS**

Where the context requires, words in the singular shall be substituted for the plural and vice versa, and words in the masculine shall be substituted for any gender.

**E.18 NOTICE**

Any written notice required pursuant to this Contract shall be addressed as follows (or to such other address as shall be subsequently indicated in writing to either Party to this Contract from the other):

**To the Agency:**        **The District of Columbia Housing Finance Agency**  
**815 Florida Avenue, NW**  
**Washington, DC 20001**  
**Attention: Vice President of Procurement and**  
**Administrative Services**  
**Email: procurement@dchfa.org**

**To the Contractor:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**Attention:** \_\_\_\_\_

**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.

**SECTION F: PERIOD OF PERFORMANCE**

**F.1 TERM OF CONTRACT**

The term of the contract shall be from date of award through one (1) calendar year. Continuation of these services beyond September 30 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.2.2 If the Agency exercises this option, the extended contract shall be considered to include this option provision.
- F.2.2.1 The price for the option period(s) shall be as included in the price schedule.
- F.2.2.2 The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

**G.1.1** The DCHFPA will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

### **G.2 INVOICE SUBMITTAL**

- G.2.1** The Contractor shall create and submit payment requests in an electronic format to the CA.
- G.2.2** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified.
- G.2.3** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
  - G.2.3.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
  - G.2.3.2** Contract number and invoice number;
  - G.2.3.3** Description, price, quantity, and the date(s) that the supplies or services were delivered or performed;
  - G.2.3.4** Other supporting documentation or information, as required by the Contracting Officer;
  - G.2.3.5** Name, title, telephone number and complete mailing address of the responsible

official to whom payment is to be sent;

**G.2.3.6** Name, title, phone number of person preparing the invoice;

**G.2.3.7** Authorized signature.

### **G.3 PAYMENT**

Unless otherwise specified in this contract, payment will be made in accordance with the price schedule.

### **G.4 CONTRACTING OFFICER (CO)**

Contracts will be entered into and signed on behalf of the DCHFA only by contracting officers. The contact information for the Contracting Officer is:

**Tara Sigamoni**  
Vice President, Procurement and Administrative Services  
District of Columbia Housing Finance Agency  
815 Florida Avenue, N.W.  
Washington, D.C. 20001  
Email: [tsigamoni@dchfa.org](mailto:tsigamoni@dchfa.org)

### **G.5 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.5.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.

**G.5.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

**G.5.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

### **G.6 CONTRACT ADMINISTRATOR (CA)**

**G.6.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

**G.6.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

- G.6.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.6.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.6.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers; and
- G.6.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices or vouchers.

**G.6.2 The address and telephone number of the CA is:**

Wendi Redfren, Senior Vice President  
Single Family Programs  
District of Columbia Housing Finance Agency  
815 Florida Avenue, N.W.  
Washington, D.C. 20001  
WRedfren@dchfa.org

- G.6.1** The CA shall NOT have the authority to:
1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
  2. Grant deviations from or waive any of the terms and conditions of the contract;
  3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
  4. Authorize the expenditure of funds by the Contractor;
  5. Change the period of performance; or
  6. Authorize the use of District property, except as specified under the contract.

**G.6.3** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **G.7 COST REIMBURSEMENT CEILING**

**G.7.1** Cost reimbursement ceiling for this contract is set forth in Section B.3.

**G.7.2** The costs for performing the cost reimbursement elements of this contract shall not exceed the cost reimbursement ceiling specified in Section B.3. The cost reimbursement elements of this contract shall include costs associated with travel. Travel expenses shall be in accordance with the rates established by the General Services Administration. Detailed information may be found at [www.gsa.gov](http://www.gsa.gov). Click on Per diem lookup.

[https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems\\_report&fiscal\\_year=2023%20\(Current%20Fiscal%20Year\)&city=&state=DC&zip=](https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-results?action=perdiems_report&fiscal_year=2023%20(Current%20Fiscal%20Year)&city=&state=DC&zip=)

**G.7.3** The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all of the cost-reimbursable obligations under this contract within the cost reimbursement ceiling.

**G.7.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of the cost-reimbursable elements of this contract will be either greater or substantially less than the cost reimbursement ceiling.

**G.7.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing the cost-reimbursable elements of this contract.

**G.7.6** The Agency is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, and the Contractor is not obligated to continue performance under this contract, or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

**G.7.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the Agency is not obligated to reimburse the Contractor for any costs in excess of the cost reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

**G.7.8** If any cost reimbursement ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

**G.7.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3, unless the change order specifically increases the cost reimbursement ceiling.

**G.7.10** Only costs determined in writing to be reimbursable shall be reimbursable.

## **SECTION H: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **H.1 CONTRACT AWARD**

#### **H.1.1 Most Advantageous to the District**

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **H.1.2 Selection of Negotiated Process**

After evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of award including negotiations, discussions or award of the contract without negotiations. If the CO elects to proceed with negotiations, the CO may limit, for purposes of efficiency, the number of proposals to the greatest number that will permit an efficient competition among the most highly rated proposals.

#### **H.1.3 BEST AND FINAL OFFERS**

H.1.3.1 If, subsequent to receiving original proposals, negotiations are conducted all offerors chosen by the Agency, will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror, or negotiate with the highest ranked offeror.

H.1.3.2 The final selection will be made by the Agency's Board of Directors at a public meeting. Companies submitted for recommendation and/or approval to proceed with award pursuant to this RFP will be notified of the date and time of any such meeting.

### **H.2 PROPOSAL ORGANIZATION AND CONTENT**

**H.2.1 Proposals must be submitted no later than 2:00 p.m. local time on August 28<sup>th</sup>, 2023.**

- H.2.2** All proposals and attachments shall be submitted as a .pdf file via email to **procurement@dchfa.org**. The Agency will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.
- H.2.3** The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal.
- 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.

### 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 August 28<sup>th</sup> 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.

#### H.3.2 Withdrawal or Modification of Proposals

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposal, but not later than the closing date for receipt of proposals.

#### H.3.3 Late Modifications

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

#### H.3.4 Late Proposals

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, until after award and then retained with the unsuccessful offers resulting from this solicitation.

#### H.3.5 Proposals Remaining Open

A Proposal submitted by a Joint Venture, shall remain open for acceptance for 120 days after the Proposal Due Date without any member or partner withdrawing or any other change being made in the composition of the Joint Venture on whose behalf the Proposal is submitted, without first obtaining the prior written consent of CFSA, in CFSA's sole discretion.

### H.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offerors shall submit questions no later than seven (7) calendar days after

the pre-proposal conference, if applicable or seven (7) days prior to the date set for receipt of offers. The Agency will furnish responses promptly to all prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

#### H.5 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired.

#### H.6 RETENTION OF PROPOSALS

All proposal documents will be the property of the Agency and retained by the Agency, and therefore will not be returned to the offerors.

#### H.7 PROPOSAL COSTS

The Agency is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

#### H.8 ACKNOWLEDGMENT OF AMENDMENTS

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The Agency must receive the acknowledgment by the date and time specified for receipt of offers. Offeror's' failure to acknowledge an amendment may result in rejection of the offer.

#### H.9 LEGAL STATUS OF OFFEROR

##### H.9.1 Each proposal must provide the following information:

- a. Name, address, telephone number and federal tax identification number of offeror;
- b. A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

- c. If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

H.9.2 Each proposal must describe in detail the legal structure of the Proposer and Equity Members:

- a. If the Proposer/Equity Member is a corporation or includes a corporation as a joint venture member, partner or member, provide articles of incorporation and bylaws for Proposer/Equity Member and each corporation, in each case certified by an appropriate individual within each such entity. If the entity is not yet formed, state and indicate that these documents will be provided prior to award.
- b. If the Proposer/Equity Member is a partnership or includes a partnership as a joint venture member, partner, or member, attach full names and addresses of all partners and the equity ownership interest of each entity, and provide the incorporation/formation and organizational documentation for the Proposer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture), in each case certified by an appropriate individual within each such entity. If the entity is not yet formed, state and indicate that these documents will be provided prior to award.
- c. If the Proposer/Equity Member is a joint venture or includes a joint venture as a joint venture member, partner or member, attach full names and addresses of all joint venture members and the equity ownership interest of each entity, and provide the incorporation/formation and organizational documentation for the Proposer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture agreement for a joint venture), in each case certified by an appropriate individual with each such entity. If the entity is not yet formed, state and indicate that these documents will be provided prior to award.
- d. If the Proposer/Equity Member is a limited liability company or includes a limited liability company as a joint venture member, partner or member, attach full names and addresses of all members and the equity ownership interest of each entity, and provide the incorporation/formation and organizational documentation for the Proposer/Equity Member (partnership agreement and certificate of partnership for a partnership, articles of incorporation and bylaws for a corporation, operating agreement for a limited liability company and joint venture), in each case certified by an appropriate individual within each such entity. If the entity is not yet formed, state and indicate that this information will be provided prior to award.

H.10 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which

may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

## H.11 GENERAL STANDARDS OF RESPONSIBILITY

H.11.1 The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit relevant documentation within five (5) days of the request by the Agency.

H.11.2 To be determined responsible, a prospective contractor must demonstrate that it:

- a. Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
- b. Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government contract commitments;
- c. Has a satisfactory performance record;
- d. Has a satisfactory record of integrity and business ethics;
- e. Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- f. Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- h. Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- i. Has not exhibited a pattern of overcharging the Agency;
- j. Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- k. Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

H.11.3 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsive.

H.11.4 For contract awards in excess of \$100,000.00, the contractor shall be required to provide a Clean Hands Certificate issued by the District of Columbia Office of Tax and Revenue.

H.11.5 For contract awards in excess of \$100,000, the contractor shall submit a Certificate of Good Standing from the jurisdiction where the contractor is located.

H.11.6 Contractors that have not conducted business with DCHFA will be required to complete DCHFA's Automated Clearing House (ACH) and W-9 forms, prior to award. The ACH form is used to make electronic payments.

## **H.12 ADDITIONAL PROVISIONS**

H.12.1 The Agency reserves the right: (i) to amend or modify this RFP; (ii) to revise any requirement(s) of this RFP; (iii) to require supplemental statements or information from any responding party; (iv) to accept or reject any or all proposals; (v) to extend the deadline for submission of responses; (vi) to correct deficiencies which do not completely conform to the instructions; (vii) to select one or more companies for all or part of the requested services; and (viii) to cancel, in whole or in part, this RFP, if the Agency deems it in its best interest to do so. The Agency may exercise the foregoing rights at any time without notice and without liability to any offeror or any other party for its expenses incurred in the preparation of proposals or otherwise. Proposals will be prepared at the sole cost and expense of the offeror.

H.12.2 This RFP does not commit the Agency to select a company, to pay the cost incurred in preparation of any proposal, or to procure or contract for the services described herein.

H.12.3 Nothing stated at any time by any representative of the Agency will effect a change in or constitute an addition to this RFP unless confirmed in writing by the Agency.

H.12.4 Companies submitting proposals must agree to keep confidential the information in their respective proposals and any information received from the Agency.

## **H.13 ORDER OF PRECEDENCE**

The contract awarded as a result of this RFP will contain the following clause:

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) Contract document
- (2) RFP, as amended
- (3) BAFOs (in order of most recent to earliest)
- (4) Proposal

## **SECTION I: EVALUATION FACTORS**

### **I.1 EVALUATION FOR AWARD**

The contract will be awarded to the responsible offeror whose offer is most advantageous to the Agency, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the Agency in making an intelligent award decision based upon the evaluation criteria.

**I.2 TECHNICAL RATING (80 POINTS MAXIMUM)**

**I.2.1 Technical Rating Scale**

The Technical Rating Scale is as follows:

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
0	Unacceptable	Fails to meet minimum requirements, e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

**I.2.2 Weighting Mechanism**

The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the Agency evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

**I.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following evaluation factors in the manner described below:

**I.3.1 Technical Criteria (80 Points Maximum)**

These factors consider the Offeror’s past performance, experience and key personnel used in performing services similar to the required services as described in Section C and the information requested in this RFP.

These factors include an examination of the approach and quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Offeror’s proposed methodology.

<b>Technical Evaluation Factors</b>	<b>Points</b>
<b>Factor A – Proposed Project Team</b>	<b>30</b>
<b>Factor B – Past Performance</b>	<b>25</b>
<b>Factor C – Proposed Methodology</b>	<b>25</b>
<b>Total</b>	<b>80</b>

**FACTOR A – PROPOSED PROJECT TEAM – 30 Points**

A.1 The contractor’s proposal shall describe in detail the specific skill sets of the key personnel, their qualifications, education, experience, responsibilities, related to providing financial advisory, policy advisory and solutions to expand homeownership opportunities in targeted populations to housing finance agencies services within the past three (3) years; General information relating to the principals of your company, main office location and locations of branch offices.

A.2 Identify the personnel or engagement team (including resumes) who will be assigned to the Agency account to perform work under each of the tasks referred to in Section II, including the key personnel of any subcontractor. The description shall include the division of responsibility envisioned among these individuals.

**FACTOR B - PAST PERFORMANCE – 25 POINTS**

The contractor’s proposal shall possess a minimum of five (5) years of experience in providing similar services as described herein.

Evaluation of this factor will be based on evidence of quantitative and qualitative data of the Offeror’s performance under other contracts of comparable size and complexity.

B.1 List at least three (3) agencies or companies for which your company has provided these services. Please list company name, address, telephone number, e-mail address, and contact person.

B.2 Describe in detail engagements with each of the entities listed in response to B.1. Describe how this experience demonstrates the ability to provide the services outlined for the respective activities outlined in section C.

B.3 Experience with Housing Finance Agencies will carry a higher weight.

**FACTOR C - PROPOSED METHODOLOGY – 25 POINTS**

The contractor’s proposal shall describe how it intends to provide the services described herein. Specifically, the proposal shall describe but not be limited to:

C.1 Your company’s approach to conducting the services requested as well as an estimated timeline for the completion of milestones, deliverables and the work as a whole.

C.2 Your company’s approach to increasing and sustaining Black Homeownership in the District of Columbia.

C.3 The planned data sources, types of analyses, leading market indicators, and other data tools that your company will use in the creating the Strategic Plan.

**FACTOR D - PRICE – 20 POINTS**

D.1 The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\text{Lowest Price Proposal/Price of Proposal Being Evaluated} \times \text{weight} = \text{Evaluated price score}$$

**D.2 EVALUATION OF ALL YEARS**

The Agency will evaluate offers for award purposes by evaluating the total price for the base year plus all three option years.

**I.3.2 Preference Points (12 Points Maximum)**

A certified business enterprise is entitled under the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended (“Act”, as used in this section), to the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP.

**I.3.3 Total Points (112 Points Maximum)**

<b>Technical Evaluation Factors</b>	<b>Points</b>
<b>Factor A – Proposed Project Team</b>	<b>30</b>
<b>Factor B – Past Performance</b>	<b>25</b>
<b>Factor C – Proposed Methodology</b>	<b>25</b>
<b>PRICE</b>	
<b>Factor D – Price</b>	<b>20</b>
<b>Preference Points, if applicable, Maximum</b>	<b>12</b>
<b>TOTAL</b>	<b>112</b>

Total points shall be the cumulative total of the offeror’s technical criteria points, price criterion points and preference points, if any.

**I.4 EVALUATION OF JOINT VENTURES**



- 1.4.1 If the joint venture as an entity does not have any past performance experience, evaluation of past performance will be based on the past performance of each of the members of the joint venture.
- 1.4.2 If a joint venture arrangement has been entered into with a CBE for purposes of responding to this solicitation, the contractor shall provide the following information with its proposal:
- 1.4.3 The nature of the joint venture or subcontractor agreement and the amount of work to be performed by each company. Please also state the specific tasks for which each company will be primarily responsible.
- 1.4.4 Identify the person who will have primary responsibility for overall or primary coordination with Agency staff.
- 1.4.5 The fee-sharing agreement between the companies.
- 1.4.6 In the case of a pre-established relationship, each company must be qualified to perform its work with the highest level of skill and diligence required to fulfill responsibilities owed to the Agency.

## I.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the Act, the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

### I.5.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act shall be applicable to prime offerors as follows:

- a. Any prime offeror that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.

- b. Any prime offeror that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.

- c. Any prime offeror that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.

- d. Any prime offeror that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

e. Any prime offeror that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

f. Any prime offeror that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

g. Any prime offeror that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

h. Any prime offeror that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

I.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime offeror I.6.3 Preferences for Certified Joint Ventures

I.5.3 A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

I.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

I.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

I.5.4.2 Any vendor seeking certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 850N  
Washington DC 20001

I.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.