



**SOLICITATION, OFFER, AND AWARD**

**1. Caption**

Legal States

**Page of Pages**

1 19

**2. Contract Number**

**5. Type of Solicitation**

**6. Type of Market**

**3. Solicitation Number**

DCHFA-23-0013

**4. Date Issued**

July 12, 2023

**7. Issued By:**

D.C. Housing Finance Agency  
815 Florida Avenue, N.W.  
Washington, D.C. 20001-3017

**8. Address Offer to:**

[Procurement@dchfa.org](mailto:Procurement@dchfa.org)

**Delivery**

N/A

**A. SOLICITATION / CONTRACT FORM**

**9. Submission Deadline**

**Date Due August 14, 2023**

**Time Due**

**2:00 p.m. local time**

CAUTION: Late Submissions, Modifications, or Withdrawals: Responses received after 2:00 p.m. will be deemed late and will not be considered..

**10. Agency Contact**

**A. Name**

Tara Sigamoni

**B. E-mail Address**

[procurement@dchfa.org](mailto:procurement@dchfa.org)

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**OFFER**

**12. Acknowledgement of**

**Amendments**(The offeror acknowledges receipt of amendments to the SOLICITATION):

Amendment Number	Date	Amendment Number	Date	Amendment Number	Date

**13. Offeror Contact Information**

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>	

**Person Authorized to Sign Offer/Contract**

**Person Authorized to Sign Offer/Contract**

**AWARD (TO BE COMPLETED BY AGENCY)**

**16. Name of Contracting Officer (Type or Print)**

**17. Signature of Contracting Officer**

**18. Award Date**

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**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 QUALIFICATIONS  
LEGAL SERVICES**

**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES**

- B.1 The District of Columbia Housing Finance Agency (DCHFA or Agency), is seeking firms and individuals to create a slate of qualified entities to provide a variety of legal services on an as needed basis (Slate). If a need for services listed below arises, DCHFA may issue a Request for Proposals (RFP), to engage the services of the individual or firm via the issuance of an engagement letter. DCHFA reserves the right to choose an individual or firm to engage without the issuance of a RFP. Upon receipt of responses, DCHFA will select a firm or individual to provide the needed services via the issuance of an engagement letter.
- B.2 The term Contractor refers to the individual(s) or firm(s) referred to above.

**SECTION C: REQUIREMENTS**

**C.1 SCOPE**

The Agency intends to refresh its slates of qualified firms and individuals from which the Agency may select to provide legal services in various areas and to serve on specific transactions based on expertise in particular public financing structures. The Agency invites firms and individuals to submit a Qualifications Statement in each of the following areas:

1. BOND COUNSEL
2. ISSUER'S COUNSEL
3. BUSINESS ORGANIZATIONS
4. AFFORDABLE HOUSING (including HOUSING AND URBAN DEVELOPMENT("HUD") programs)
5. LABOR AND EMPLOYMENT
6. LITIGATION
7. TAX
8. PROCUREMENT
9. REAL ESTATE (ACQUISITION, DISPOSITION AND FINANCE)

## 10. BOARD GOVERNANCE AND ETHICS

### C.2 BACKGROUND

- a. 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.
- b. The Agency’s bond programs include but are not limited to (i) single family mortgage revenue bonds for acquisition, construction, refinancing, and rehabilitation; (ii) multifamily housing mortgage revenue bonds for acquisition, construction, rehabilitation, and refinancing, and 4% low-income housing tax credits.
- c. The Agency also operates programs that include the DC Open Doors mortgage loan program, a Mortgage Credit Certificate program, co-administrator of the Home Purchase Program, 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 DC Metropolitan Area at large.
- d. The Agency continuously seeks new innovative programs, financial tools, and housing development opportunities. In general, the Agency wishes to create quality affordable housing by efficiently using its allocated volume cap and leveraging tax-exempt bond proceeds with other sources of funds. The Agency also desires to continue expanding its multifamily portfolio to include governmental bonds for multifamily housing and conduit revenue bonds for assisted living facilities, student housing, and 501(c)(3) borrowers. The Agency desires to improve its multifamily housing with supportive services (e.g., community and job training centers, technology rooms, child daycare facilities, and other amenities). With respect to its single-family programs, the Agency seeks to develop programs that increase the rate of ownership and rehabilitation of the District’s housing stock and programs that support the District’s housing and economic development objectives, including programs bolstering homeownership and foreclosure prevention.

### SECTION D: INSPECTION AND ACCEPTANCE

- D.1 QUALITY CONTROL:** The Contractor is responsible for controlling the quality of services and ensuring that the services conform to the requirements stipulated in the resultant slate, all applicable modifications, and a subsequent engagement letter.

### SECTION E: PERIOD OF PERFORMANCE

#### E.1 TERM OF THE SLATE

The term of the Slate shall be for a period of one (1) year from the date of award.

**E.2 OPTION TO EXTEND THE TERM OF THE SLATE**

E.2.1 The Agency may extend the term of the Slate for a period of three (3) one (1) year option periods, or successive fractions thereof, by providing written notice to the Contractor that the Agency intends to extend the Slate before its expiration. 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.

E.2.2 If the Agency exercises this option, the extended Slate shall be considered to include this option provision.

E.2.3 The total duration of the Slate, including the exercise of any options under this section, shall not exceed four (4) years.

E.2.4 The term of the Slate is only for the use of the pre-qualified individuals or firms. The term of an actual engagement will be determined when an engagement letter is issued. Any engagement letter issued during the term of the Slate will continue for the duration of the engagement and any applicable extensions.

**SECTION F – CLAUSES**

**F.1 NONDISCRIMINATION**

At all times during the term of the Slate, 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.

**F.2 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 the Slate, including, but not limited to any damages, costs, etc., incurred therefrom.

**F.3 TIME**

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

**F.4 COUNTERPARTS**

The Slate 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.

**F.5 GOVERNING LAW**

The Slate shall be governed by and construed in accordance with the laws of the District of Columbia.

**F.6 ASSIGNMENT**

The Contractor shall not assign or transfer the Slate 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 null and void.

**F.7 ENTIRE AGREEMENT; MODIFICATION**

The resultant Slate (along with any modifications) and the engagement letter (along with any modifications) shall constitute the entire agreement between the Contractor and the Agency (individually referred to herein as the Party and collectively referred to herein as the Parties. There are no promises or other agreements, oral or written, express or implied other than as set forth in the above referenced documents. No change, modification, or waiver under the Slate 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.

**F.8 SEVERABILITY**

If any provision of the Slate is found by a court or other body to any extent to be invalid or unenforceable, the remainder of the Slate 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.

**F.9 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 the Slate. 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 the Slate may be subject to criminal and/or civil penalties.

**F.10 NOTICE OF DEFAULT AND OPPORTUNITY TO CURE**

If Contractor breaches the Slate, 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 the Contractor from the Slate by providing written notice to the Contractor.

**F.11 INVALIDITY OF PROVISIONS**

If any term, covenant, or condition of the Slate, or the application thereof to any person or circumstances, shall be held invalid or unenforceable, the remainder of the Slate, 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.

**F.12 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.

**F.13 NOTICE**

Any written notice required pursuant to the Slate shall be addressed as follows (or to such other address as shall be subsequently indicated in writing to either Party to the Slate 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 Administration  
Email: procurement@dchfa.org**

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

**F.14 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 being selected to the Slate and that no such person has any interest, direct or indirect, in the Slate or the proceeds thereof or related thereto.

**F.15 NO PARTNERSHIP**

Nothing contained in the Slate 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 Slate.

**F.16 NO WAIVER**

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

**F.17 SLATES THAT CROSS FISCAL YEARS**

Continuation of the Slate beyond the current fiscal year is contingent upon future fiscal appropriations.

**F.18 INSURANCE**

**A. GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under the Slate, 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 the Slate. In no event shall any work be performed until the required Certificates of Insurance signed by an

authorized representative of the insurer(s) and 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 DCHFA.

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 the Slate, 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 maintains 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.

## 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 the Slate (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the work 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. 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 DCHFA and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.
4. Automobile Liability Insurance – The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
5. Professional Liability Insurance or Malpractice Insurance – The Contractor shall provide evidence satisfactory to the CO of professional malpractice liability insurance in a minimum amount of \$1,000,000 per occurrence and \$3,000,000 in the annual aggregate to cover any loss, liability, or damage. The policy shall be a "claims made" policy.
6. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of Cyber Liability Insurance, with limits not less than \$2,000,000 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.



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 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 the Slate and two years for non-construction related work (if applicable).

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 related to the Slate.

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.

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 response.

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 term of the Slate.

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 the end of the term of the Slate, 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 DCHFA may disclose the name and contact information of its insurers to any third party which presents a claim against the DCHFA 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 under the Slate.

**K. CARRIER RATINGS.**

All Contractor's and its subcontractors' insurance required in connection with the Slate 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.

**SECTION G: INSTRUCTIONS, CONDITIONS AND NOTICES TO RESPONDENTS**

**G.1 METHOD OF SELECTION**

**G.1.1** The Agency intends to award multiple slates resulting from this RFQ. The Agency will pre-qualify firms or individuals based on the criteria listed in Section H. If a need for services listed below arises, DCHFA may issue a RFP, to engage the services of the individual or firm via the issuance of an engagement letter. DCHFA reserves the right to choose an individual or firm to engage without the issuance of a RFP. Upon receipt of responses, DCHFA will select a firm or individual to provide the needed services via the issuance of an engagement letter.

**G.2 RESPONSE SUBMISSION DATE AND TIME**

Responses must be submitted to [procurement@dchfa.org](mailto:procurement@dchfa.org) by 2:00 p.m. EDST on August 14, 2023.

**G.3 WITHDRAWAL OR MODIFICATION OF RESPONSES**

A respondent may modify or withdraw its response at any time before the closing date and time for receipt of responses.

## **G.4 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

### **G.4.1 Late Submissions**

The Agency will not accept late responses or modifications to responses after the closing date and time for receipt.

### **G.4.2 Late Modifications**

A late modification of a successful response which makes its terms more favorable to the Agency will be considered at any time it is received and may be accepted.

## **G.5 QUESTIONS ABOUT THE SOLICITATION**

If a prospective respondent has any questions relative to this solicitation, the prospective respondent shall submit the question electronically to [procurement@dchfa.org](mailto:procurement@dchfa.org). The prospective respondent should submit questions no later than **14** days prior to the closing date and time indicated for this solicitation. The Agency may not consider any questions received less than 14 days before the date set for submission of bids. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting responses, or if the lack of it would be prejudicial to any prospective respondent. Oral explanations or instructions given by Agency officials before the award of the Slate will not be binding.

## **G.6 SIGNING OF RESPONSES**

**G.6.1** The Contractor shall sign the response and print or type its name on the Solicitation, Offer and Award form of this RFQ, Section A. Each response must show a full business address and telephone number of the respondent and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the response. Responses signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

**G.6.2** All correspondence concerning the solicitation will be e-mailed to the address shown on the response in the absence of written instructions from the Contractor to the contrary. Any response submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any response submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation.

## **G.7 LEGAL STATUS OF RESPONDENT**

Each response must provide the following information:

**G.7.1** Name, address, telephone number, and federal tax identification number of the respondent.

**G.7.2** A copy of each District of Columbia license, registration, or certification that the respondent is required by law to obtain. If the respondent 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 respondent shall certify its intent to obtain the necessary license, registration or certification prior to Slate award or its exemption from such requirements.

**G.7.3** If the respondent 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.

## **G.8 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages to the CO. **Each certificate of insurance must identify this solicitation number.**

## **G.9 GENERAL STANDARDS OF RESPONSIBILITY**

**G.9.1** 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 under the Slate;
- (b) Has a satisfactory record of integrity and business ethics;
- (c) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (d) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (e) Possess a Clean Hands Certificate issued by the District of Columbia Office of Tax and Revenue; and
- (f) Contractors that have not conducted business with DCHF A will be required to complete DCHF A’s Automated Clearing House (ACH) and W-9 forms, prior to selection to the Slate. The ACH form is used to make electronic payments.

**G.10** 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.

## **G.11 ADDITIONAL PROVISIONS**

**G.11.1** The Agency reserves the right: (i) to amend or modify this solicitation; (ii) to revise any requirement(s) of this solicitation; (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; (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 or losses incurred in the preparation of proposals or otherwise. Proposals will be prepared at the sole cost and expense of the offeror.

G.11.2 This solicitation does not commit the Agency to select a firm or individual, to pay the cost incurred in preparation of any proposal, or to procure, contract, or award the Slate for the services described herein.

G.11.3 Nothing stated at any time by any representative of the Agency will affect a change in or constitute an addition to this solicitation unless confirmed in writing by the Agency.

G.11.4 Firms/individuals submitting proposals must agree to keep confidential the information in their respective proposals and any information received from the Agency.

## **G.12 Outside Counsel Addendum**

The Agency Outside Counsel Addendum (“**Addendum**”) attached hereto as **Attachment A**, describes the guidelines that must be followed by Outside Counsel to the extent you are selected as part of the of Agency’s Slate. The Addendum is incorporated by reference into this RFQ and, by submitting a Qualifications Statement and executing the Addendum attached hereto, you are agreeing to be bound by its guidelines.

## **G.13 Acknowledgement and Agreement**

If your firm agrees with the terms set forth herein and, in the Addendum, please include an executed original of the Addendum attached hereto. Please note that your Qualifications Statement will not be considered by the Agency without an executed Addendum.

## **G.14 ORDER OF PRECEDENCE**

The Slate awarded as a result of this RFQ 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 Slate by reference and made a part of the Slate in the following order of precedence:

- (1) Addendum (**Attachment A**) and the resultant Slate;
- (2) Individual Engagement RFP, if applicable; and
- (3) Engagement Letter.

## **SECTION H: EVALUATION FACTORS**

### **H.1 EVALUATION FOR AWARD**

The Slates will be awarded to the responsible respondents whose offer is most advantageous to the Agency, based upon the evaluation criteria specified below. The total scores will guide the Agency in making an intelligent award decision based upon the evaluation criteria.

H.1.1 Individuals/Firms responding to this RFQ shall ensure that their responses to the selection criteria enumerated in Section H.3, address the following in detail:

DCHFA-23-0013, Request for Qualifications – Legal Services

- H.1.1.1 The Contractor shall participate in the early planning and structuring of Agency transactions, including public finance transactions, if applicable;
- H.1.1.2 The Contractor shall provide legal advice and counseling on innovative public financing techniques, if applicable;
- H.1.1.3 Be available between engagements to answer, pro bono, questions related to the substantive areas for which the firm has been slated, if applicable;
- H.1.1.4 Assist the Agency in achieving cost efficiencies for its legal matters;
- H.1.1.5 Provide general legal advice, counseling and training on industry developments related to the substantive areas for which the firm has been slated;
- H.1.1.6 Maintain continuity in personnel assigned to Agency matters; and
- H.1.1.7 Bring new opportunities to the Agency and alert the Agency to new programs and best practices related to the substantive areas for which the firm has been slated.

## H.2 TECHNICAL RATING

### H.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.

### H.3 EVALUATION CRITERIA

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

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

Technical Evaluation Factors
Factor A - Background
Factor B – Project Team
Factor C – Scope of Services
Factor D – Expertise and Experience
Factor E – Responsiveness
Factor F – Past Performance
Factor G – Actual or Potential Conflicts
Factor H – Fees and Expenses
Factor I - Other

**FACTOR A – BACKGROUND – (1 Page)**

Provide complete but succinct responses to the following:

1. Contact person(s), firm name, address, phone number(s), and e-mail address(es).
2. General history, background of your firm, and the qualifications and experience of your firm. If available, provide your firm’s brochure or indicate “not available” at **Attachment 1**.

\*\* Please note that the Agency will give greater consideration to firms that are a Certified Business Enterprise (CBE) under D.C. Code §2-218.01 *et seq.*

**FACTOR B - Proposed Project Team (3 Pages)**

The response shall describe in detail the following:

- (a) staff size and composition of the firm;
- (b) any practice group of the substantive area for which you are seeking inclusion on the professional Slate;
- (c) identify the staff and other personnel who will be assigned to the Agency’s account;
- (d) the specific skill sets of the identified personnel, their qualifications, education, experience, responsibilities, and possession of current certifications related to providing services in the substantive area for which you are seeking inclusion within the past three (3) years;
- (e) Attach resumes as **Attachment 2**;
- (f) Describe any significant changes in relevant staff during the past three (3) years;
- (g) If applicable, describe how your firm will service the Agency’s transactions from an office located outside of the District of Columbia and/or how you will integrate the efforts of personnel

from multiple offices. Please note that the Agency will give greater consideration to firms that provide core services from a District of Columbia office;

(h) the extent to which any relevant legal services for your firm are provided through contract or other arrangements with outside firms and provide additional information or indicate “not applicable” at **Attachment 3**; General information relating to the principals of your company, main office location and locations of branch offices;

(i) State your firm’s willingness to partner with one of more firms or consultants that are Certified Business Enterprise (CBE) or otherwise have strong qualifications, as described above. The Agency reserves the right to partner with more than one firm and to establish fee sharing arrangements between firms; and

(j) Describe your certifications or otherwise state your qualifications as a firm promoting diversity, equity and inclusion in Agency transactions. Certifications and related documents should be attached.

**FACTOR C – SCOPE OF SERVICES – (3 Pages)**

The response shall describe in detail the following:

(a) The services to be provided in the applicable practice area, including post-closing activities for transactions. Describe additional fees, if any, charged for such post-closing services or additional assistance to the Agency;

(b) Any relevant training, industry updates, regulatory notices, or other informative literature your firm provides to clients related to HFAs, housing or real estate finance;

(c) The firm’s familiarity with the Agency’s programs or those of similar HFAs and provide this information as **Attachment 4**;

(d) descriptions of projects/engagements that the firm has completed (or are currently working on) for other HFAs and/or state or local housing agencies;

(e) Describe your firm’s pro bono services over the past three (3) years, particularly for housing related clients in the District; and

(f) Describe any community services or charitable activities over the past three (3) years.

**FACTOR D – EXPERTISE AND EXPERIENCE – (4 Pages)**

The response shall describe in detail the following:

(a) The firm’s technical capabilities and qualifications to provide legal services in the applicable substantive areas listed above. For those firms seeking inclusion on the professional slate as bond counsel or issuer’s counsel, please provide in detail your firm’s technical capabilities and qualifications to participate in Agency transactions, including your firm’s public finance capabilities and qualifications, particularly in the areas of single family and multifamily housing.



(b) For those firms seeking inclusion on the professional slate as bond counsel or issuer’s counsel, list the types, number, and principal amounts of housing mortgage revenue bond transactions in which you or your firm has participated in over the past three (3) years, if applicable. This should be in the form of a brief narrative with a listing of the transactions attached as **Attachment 5**. Any listing should indicate the role of your firm and whether the individuals to be assigned to the Agency’s account participated in those transactions.

(c) For those firms seeking inclusion on the professional slate as bond counsel, issuer’s counsel, or real estate counsel, please describe your firm’s ability to provide advice and work on unique Transactions. Provide as **Attachment 6** a description of any unique and innovative transactions your firm has worked on with respect to housing finance, acquisition, and disposition over the past three (3) years, including large scale urban redevelopment, mixed income, and mixed-use projects, if applicable. Identify the principal persons who worked on each such transaction and discuss their availability to assist the Agency if they are not assigned to the Agency’s account.

**FACTOR E – RESPONSIVENESS – (1/2 page)**

The response shall describe in detail the firm’s ability to respond to the Agency’s needs on short notice and compliance with tight timelines.

**FACTOR F – PAST PERFORMANCE**

The response shall include a minimum of three (3) references for providing services for a minimum of three (3) years preferably for other HFAs. Include the name of the commercial client, the contact person’s name, mailing address, email address and telephone number.

**FACTOR G – ACTUAL OR POTENTIAL CONFLICTS (1 Page)**

All respondents 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 a rejection of the response.

The response shall:

(a) State whether you, your firm or any individual within your firm represents any clients, interests, or has a personal interest whether that interest is financial or otherwise which may create or creates an actual or potential conflict in the performance of services for the Agency. Include any additional information as **Attachment 7**.

**FACTOR H - FEES AND EXPENSES (1 Page)**

The response shall:

(a) Outline your firm’s proposed fee structure and expense reimbursement. Please note that the Agency may require a specific fee quote for each matter prior to selection from its slate.

(b) Provide the hourly rates, if applicable, for any employees assigned to the Agency's account.

Refer to Chapter 1.7 of the Addendum attached hereto as **Attachment A**, for Agency guidelines regarding fees and expenses.

**FACTOR I – OTHER (2 Pages)**

The response shall:

(a) Describe the firm's equal opportunity hiring and contracting efforts historically over the past three (3) years. Provide current employment data for your firm as **Attachment 8(a)**;

(b) Describe your firm's pro bono services over the past three (3) years, particularly for housing related clients in the District as **Attachment 8(b)**. Describe any community services or charitable activities over the past three (3) years as **Attachment 8(c)**;

(c) Describe your firm's compliance with the applicable requirements as set forth in the Small and Certified Business Enterprise Development and Assistance Amendment Act of 2014 (D.C. Law 20-108). Any firm seeking to submit a Qualifications Statement or other response as a CBE must submit its CBE number and a copy of the letter(s) of certification issued by the D.C. Department of Small Local Business Development;

(h) Describe your certifications or otherwise state your qualifications as a firm promoting minority participation in Agency transactions. Certifications and related documents should be as **Attachment 8(d)**; and

(i) State your firm's willingness to partner with one of more firms or consultants that are CBE or otherwise have strong qualifications, as described above. The Agency reserves the right to partner with more than one firm and to establish fee sharing arrangements between firms.

Firms may subcontract and/or respond as joint ventures. If a joint venture arrangement has been entered into with a CBE for purposes of responding to this request, bidders are required to provide a District of Columbia Department of Small and Local Business (DSLBD) certification of the joint venture agreement at the time of proposal submission. The CBE number of subcontractor must also be provided at the time of proposal submission. All subcontract agreements must comply with DSLBD requirements. Please also include the following information in your response:

- (1) The nature of the joint venture agreement with respect to the division of labor;
- (2) Identify the person who will have primary responsibility for overall or primary coordination with Agency staff; and
- (3) Provide the fee sharing agreement between the firms.

The Agency encourages established firms or individuals to joint venture with minority and women owned law firms and/or consultants. In the case of a pre-established relationship, each firm must be qualified to perform its work with the highest level of skill and diligence required to fulfill responsibilities owed to the Agency. However, the submission of a joint venture Qualifications Statement does not in any way prohibit the Agency from selecting one or more firms based on each firm's demonstrated expertise, cost-efficiencies and needs of the Agency.