



SOLICITATION, OFFER, AND AWARD

1. Caption

Staff Augmentation – Public Relations Associate

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2. Contract Number	5. Type of Solicitation	6. Type of Market
	X Sealed Bid (IFB)	<input checked="" type="checkbox"/> Open
3. Solicitation Number	<input type="checkbox"/> Sole Source	<input type="checkbox"/> Set Aside
DCHFA-23-019	Sealed Proposals (RFP)	<input type="checkbox"/> Open with Sub-Contracting Set Aside
4. Date Issued		NOTE: In sealed bid solicitations "offer" and "offeror" means "bid" and "bidder".
August 2, 2023		
7. Issued By:	8. Address Offer to:	Delivery
D.C. Housing Finance Agency 815 Florida Avenue, N.W. Washington, D.C. 200001-3017	Procurement@dchfa.org	N/A

A. SOLICITATION / CONTRACT FORM

9. Submission Deadline	Date Due August 31, 2023	2:00 p.m. local time
CAUTION: Late Submissions, Modifications and Withdrawals: Responses received after 2:00 p.m. are considered and may not be considered. .		

10. Agency Contact	A. Name	B. E-mail Address
	Tara Sigamoni	procurement@dchfa.org

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 60 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date	Amendment Number	Date

14. Offeror Contact Information		Person Authorized to Sign Offer/Contract	Person Authorized to Sign Offer/Contract
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		
<input type="checkbox"/> Check if remittance address is different from address to the right - - Refer to Section G.	D. Phone		
	17. Signature		
	18. Date		

AWARD (TO BE COMPLETED BY AGENCY)

15. Accepted as to Items Numbered	16. Amount	
17. Name of Contracting Officer (Type or Print)	18. Signature of Contracting Officer	19. Award Date
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 BIDS (IFB)
Staff Augmentation – Public Relations (PR) Associate

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

B.1 The District of Columbia Housing Finance Agency (the “Agency” or “DCHFA”) intends to enter into a contract with a Staffing Agency to provide staff augmentation services on an as needed basis for a PR Associate. The Staffing Agency must possess a minimum of three years’ experience in providing PR related temporary personnel.

B.2 CONTRACT TYPE

This is a labor hour contract. DCHFA will order the services as needed via the issuance of task orders in accordance with the fully loaded rates associated with the applicable contract term.

B.3 PRICE SCHEDULE

B.3.1 BASE YEAR 1

Contract Line Item No. (CLIN)	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
0001	Public Relations Associate		2000	
		Qty.	Rate	
0002	Placement Fee	1		
	GRAND TOTAL			Not-to-Exceed Amount
				\$

See Section E.23 for further details on the Placement Fee

B.3.2 – Option Year 1

Contract Line Item No. (CLIN)	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
1001	Public Relations Associate		2000	
		Qty.	Rate	
1002	Placement Fee	1		
	GRAND TOTAL			Not-to-Exceed Amount \$

B.3.3 – Option Year 2

Contract Line Item No. (CLIN)	Labor Category	Hourly Labor Rate *	Estimated Labor Hours	Total Amount
2001	Public Relations Associate		2000	
		Qty.	Rate	
2002	Placement Fee	1		
	GRAND TOTAL			Not-to-Exceed Amount \$

B.4 ORDERING CLAUSE

Any supplies and services to be furnished under this contract must be ordered by issuance of delivery, task or purchase orders by the CO. Such orders may be issued during the term of this contract.

All delivery, task or purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery, task or purchase orders and this contract, the contract shall control.

If mailed, a delivery, task or purchase order is considered "issued" when the DCHFA deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

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.

C.2 SCOPE OF SERVICES

- C.2.1 The Agency will not pay the Contractor’s personnel for time not worked, such as vacations and Agency holidays.
- C.2.2 If and when requested, the Contractor shall provide the Agency with a minimum of seven (7) resumes within seven business days of request.
- C.2.3 If the Agency has a need for additional personnel not explicitly listed below, it will issue a request for pricing to all contractor(s) awarded a contract pursuant to this solicitation and award will be made based on the methodology mentioned elsewhere in this solicitation.

C.3 The Contractor shall provide on an as needed basis the following:

C.3.1 Public Relations Associate

C.3.1.1 General Summary

The Public Relations Associate (PR Associate) will play an active role in advancing the DC Housing Finance Agency’s (DCHFA) mission through internal and external communication and marketing.

The individual will be responsible for developing strategies and maintaining the Agency’s organizational presence on various social media platforms and the website. The PR Associate shall manage the Agency’s advertising campaigns across media platforms including social media, online publications, print and broadcast to include producing and delivering relevant collateral materials including graphics and videos. The PR Associate manages communications delivery and implementation, as well as feedback and measurement to record and monitor campaign results.

This position is also responsible for collaborating with departments within DCHFA to market its programs. The PR Associate works closely with the Vice President of Public Relations to ensure

consistent brand identity, awareness, and image of the Agency in all PR and marketing messages internally and externally.

C.3.1.2 Essential Duties and Responsibilities

The individual shall work closely with the Vice President of Public Relations to:

Develop creative concepts and manage production for DCHFA as a brand, as well as individual programs and initiatives. To accomplish this, the individual shall develop appropriate communications and marketing strategies and materials in the appropriate format for use and implementation by DCHFA;

Execute public relations and marketing strategies, activities and plans for various DCHFA programs, legislative and public policy initiatives, sponsor acquisitions, strategic alliance partner activities, special events and campaigns;

Collaborate with department managers to ensure integrated PR, social media and marketing approaches to projects across the Agency;

Create and manage DCHFA's social media marketing and advertising strategies across all DCHFA platforms (Facebook, Instagram, LinkedIn, Twitter and YouTube);

Strategize to develop social media campaigns that will spur engagement and increase awareness about the Agency and its programs/initiatives;

Monitor DCHFA, senior staff and Agency programs mentions online;

Abreast of current communications and marketing tools and tactics;

Keeps current with relevant industry topics to ensure DCHFA is a part of necessary conversations happening online and in-person; finds article and videos that establishes the Agency as a reputable source for industry stakeholders;

Monitor and maintain the Agency's website, ensuring information is accurate and up-to-date;

Create and design presentations and branded templates for use by Agency staff;

Write, design and edit Agency reports and communication;

Produce videos for internal, external and/or online distribution;

Assist the Vice President of PR with the Agency's awards strategy and drafting of nominations;

Assist the Vice President of Public Relations with coordinating and covering Agency events and/or events that feature DCHFA staff members and Board of Directors members.

C.3.1.3 Required Knowledge, Skills and Abilities (KSA)

The individual shall possess at a minimum the following KSAs:

Strong social media skills;

Highly creative to generate innovative ideas for campaigns and promotions to position and communicate DCHFA initiatives;

Strategic thinker with ability to focus on the details to develop comprehensive plans that integrate across the organization;

Excellent communications and promotional writing and interpersonal skills;

Oral communication and presentation skills;

Ability to work in an ethnically diverse environments and emerging neighborhoods;

Ability to work directly with executives, including the Executive Director & CEO, Chief of Staff, CFO, Department SVPs and Board members;

Ability to multi-task, meet tight deadlines, and thrive under pressure;

Working knowledge of computers, competency in MS Office is required;

Ability to use Google Analytics, Facebook Insights, Hootsuite, Instagram and Twitter analytics to assess trends and activity and provide recommendation;

Ability to use Constant Contact for internal and external communication;

Propose innovative ways to initiate and grow the Agency's audience on social media;

Research and report on social media best practices;

Review the Agency's social media platform and adjust plans or strategy to optimize the Agency's reach;

Experience with basic photo-editing software;

Experience with graphic design;

Experience with Adobe Suite (Photoshop/Illustrator/Premier);

Production skills to include photography, videography and editing; and,

Marketing experience with social media platforms, including but not limited to Facebook, Hootsuite, Instagram, LinkedIn, Twitter and YouTube.

C.3.1.4 Education and Experience

The individual shall have a Bachelor's in public relations, communications, marketing, journalism, English or related field with a minimum of 2 years' experience in developing and implementing integrated communications, social media and strategic activities, campaigns, and special events.

SECTION D: DELIVERABLES – N/A

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

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

A. INSURANCE REQUIREMENTS

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including

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

2. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

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

3. 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.
4. 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.

B. 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 DCHFA.

- C. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the DCHFA 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.

- D. **LIABILITY.** These are the required minimum insurance requirements established by the DCHFA. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.
- E. **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 DCHFA.
- F. **MEASURE OF PAYMENT.** The DCHFA 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.
- G. **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.
- H. **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**

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).

- I. **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 of this contract.

- J. 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** 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 Administration
Email: procurement@dchfa.org**

To the Contractor:

E.19 ABSENCE OF INTEREST

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

E.20 NO PARTNERSHIP

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

E.21 NO WAIVER

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

E.22 The individuals provided by the contractor to DCHFA are not employees of DCHFA. The contractor shall be fully responsible for all wages, withholding of taxes in accordance with the contractor's policy.

E.23 The Agency warrants, covenants, and agrees that within six months after the start of this contract, if the Agency hires the contractor referred individual, the Agency will pay the contractor a placement fee at the rate indicated above.

E.24 CONTRACTOR RESPONSIBILITY FOR DCHFA PROPERTY

E.24.1 Except as provided in the contract, the contractor shall be directly responsible and accountable for all DCHFA property, including all DCHFA property in the possession or control of a subcontractor.

E.24.2 The contractor shall maintain and make available all property control records required under this section and account for all District property until relieved of the responsibility by the contracting officer under the terms of the contract or this section.

E.24.3 The contractor shall assume responsibility for the control of DCHFA property upon:

- (a) Delivery of DCHFA furnished property into the contractor's custody or control; or

E.24.4 The contractor shall require subcontractors provided with District property under the prime contract to comply with the requirements enumerated herein. Procedures for ensuring subcontractor compliance shall be included in the contractor's property control system.

- E.24.5 Unless the contract or contracting officer provides otherwise, the contractor shall be relieved of property control responsibility for DCHFA property by the occurrence of any of the following:
- (a) Reasonable and proper consumption of property in the performance of the contract as determined by the contracting officer.
 - (b) Retention by the contractor, with the approval of the contracting officer, of property for which the DCHFA has received adequate consideration.
 - (c) The authorized sale of property provided the proceeds are received by DCHFA.
 - (d) Shipment from the contractor's plant, under DCHA instructions, except when shipment is to a subcontractor or other location of the contractor; or
 - (e) A written determination by the contracting officer of the contractor's liability for any property that is lost, damaged, destroyed, or consumed in excess of that normally anticipated in a manufacturing or processing operation, which is followed by reimbursement of the DCHFA of any amount required in the determination. If the property is rendered unserviceable by damage, the property shall be properly disposed of, and the determination shall refer to the documents evidencing disposal.

E.25 CONTRACTOR LIABILITY FOR DCHFA PROPERTY

- E.25.1 Contractors shall be responsible and liable for DCHFA property in the possession of the individuals provided pursuant to this contract.
- E.25.2 When DCHFA provides property directly to a subcontractor, the provisions of this section shall apply to the subcontractor.
- E.25.3 Subcontractors shall be liable for loss of or damage to DCHFA property furnished through the prime contractor.
- E.25.4 A prime contractor that provides DCHFA property to subcontractor or the individuals that it refers to the Agency to provide services pursuant to this contract, shall not be relieved of any responsibility to the DCHFA that the prime contractor may have under the terms of the prime contract.
- E.25.5 Subject to the terms of the contract and the circumstances surrounding the particular case, the contractor shall be liable for shortages, loss, damages, or destruction of DCHFA property. The contractor shall also be liable when the use or consumption of DCHFA property unreasonably exceeds the allowances provided for by the contract.
- E.25.6 The contractor shall investigate and report to the contracting officer all cases of loss, damage, or destruction of DCHFA property in its possession or control or the possession or control of individuals referred to DCHFA pursuant to this contract, as soon as the facts become known, or when requested by the contracting officer. A report shall also be furnished when completed and accepted products or end items are lost, damaged, or destroyed while in the contractor's possession or control.

E.25.7 The contractor shall require any of its subcontractors possessing or controlling DCHFA property accountable under the contract to investigate and report to the contractor all instances of loss, damage, or destruction of DCHFA's property.

E.26 NONDISCLOSURE OF CONFIDENTIAL INFORMATION

The contractor shall not use or retain any Confidential Information (hereinafter defined) for its own use or for any reason other than to carry out the services required pursuant to this contract. Confidential Information shall mean any oral, written, graphic or machine-readable information, including but not limited to, any personally identifiable information related to the Agency's programs, partners, employees, or borrowers including, but not limited to, names, addresses, social security numbers, telephone numbers, e-mail addresses, financial and similar information, regardless of the manner in which it was furnished or obtained by the contractor. The contractor shall take all reasonable measures to protect the privacy of the Confidential Information in order to prevent it from public disclosure or unauthorized use or access by persons or entities not authorized under this Contract. Access to Confidential Information shall be limited to the contractor **only** who has a need to access the Confidential Information in their official capacity to carry out the services pursuant to this contract. Confidential Information shall not be directly or indirectly disclosed, reproduced, copied, disseminated, published, furnished, provided, or otherwise made available to any person, firm partnership, limited liability company, corporation, government, association, institution, or other entity, without the prior written consent of the Agency. Contractor shall notify the Agency immediately of any actual or suspected breach, misuse, misappropriation, or unauthorized disclosure of the Confidential Information. Contractor shall be personally liable any violations of the terms of this Section 28. This clause also applies to the individuals referred by the contractor the Agency to provide services referenced in this contract.

E.27 DATA RIGHTS

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. "Custom Products" - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the DCHFA to perform services

detailed in the contract. The DCHFA shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third-party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the DCHA is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the DCHFA as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the DCHFA's satisfaction) and distribute Existing Product to DCHFA users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the DCHFA. The DCHFA agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the DCHFA the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the DCHFA

The DCHFA may transfer or assign Existing or Custom Products and the licenses thereunder to another DCHFA agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the DCHFA's or the Contractor's rights in that subcontractor data or computer software which is required for the DCHFA.

E. Source Code Escrow

1. For all computer software furnished to the DCHFA with the rights specified in section B.2, the Contractor shall furnish to the DCHFA, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the DCHFA with the restricted rights specified in section B.1 of this clause, the DCHFA, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the DCHFA under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the DCHFA with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the DCHFA with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the DCHFA, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the DCHFA; or (3) will certify to the DCHFA that the Product

manufacturer/developer has named the DCHFA as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the DCHFA, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the DCHFA in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the DCHFA, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

SECTION F: PERIOD OF PERFORMANCE

F.1 TERM OF CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The Agency may extend the term of this contract for a period of two (2) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Agency will give the Contractor preliminary written notice of its intent to extend. The preliminary notice does not commit the Agency to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.

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

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

F.2.1.3 The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

F.2.1.4 This Contract may be terminated by the Agency without cause after providing thirty (30) calendar days advance written notice.

F.2.1.5 The Term may be extended or shortened whichever is in the best interest of the Agency.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The DCHFA 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 bi-weekly 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 Administration

District of Columbia Housing Finance Agency

815 Florida Avenue, N.W.

Washington, D.C. 20001

Email: 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:

Yolanda McCutchen
Vice President of Public Relations
vmccutchen@dchfa.org

G.6.3 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.6.4** 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.

SECTION H: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

H.1 METHOD OF AWARD

- H.1.1** DCHFA reserves the right to accept/reject any/all bids resulting from this solicitation. The CO may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the DCHFA.
- H.1.2** The DCHFA may award multiple contract(s) resulting from this solicitation to the responsive and responsible bidder(s) who has the lowest bid in ascending order.

H.2 PREPARATION AND SUBMISSION OF BIDS

- H.2.1** To be considered, a bidder must submit its bid before the closing date and time in .pdf format to procurement@dchfa.org.
- H.2.2** All attachments shall be submitted as a .pdf file. 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 Agency will reject as non-responsive any bid that fails to conform in any material respect to the IFB.
- H.2.4** Bidders shall make no changes to the requirements set forth in the solicitation.
- H.2.5** The Agency will reject as non-responsive any bid that fails to include a subcontracting plan that is required by law.

H.3 ACKNOWLEDGMENT OF AMENDMENTS

The bidder 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. 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.4 GENERAL STANDARDS OF RESPONSIBILITY

H.4.1 The prospective contractor must demonstrate to the satisfaction of the Agency 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.4.2 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.4.3 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.4.4 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.4.5 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.4.6 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.5 EVALUATION OF ALL YEARS

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

H.6 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.

H.6.1 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.

H.6.2 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

H.6.3 A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a(h).

H.6.4 Verification of Offeror's Certification as a Certified Business Enterprise

H.6.4.1 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.

H.6.4.2 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

H.6.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

H.6.5 If the Agency hires the resource provided by the contractor within 180 days after the referral, the Agency shall pay the placement fee indicated in the price schedule.