



DISTRICT OF COLUMBIA HOUSING FINANCE AGENCY

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

**BLANKET PURCHASE AGREEMENT
COPY EDITOR and ANNUAL REPORT
DCHFA-23-0010**

**RESPONSES ARE DUE: 10/3/23 BY
2:00 P.M. TO
procurement@dchfa.org**

1. EXTENT OF OBLIGATION:

The District of Columbia Housing Finance Agency (DCHFA or Agency) is obligated only to the extent that authorized purchases are actually made under the Blanket Purchase Agreement (BPA) and is not obligated to place future orders. The Agency intends to award multiple BPAs.

- a) Delivery or performance shall be made only as authorized by orders. Authorized orders maybe in the form of an email. The Contractor shall furnish to the Agency, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity specified in the price schedule.
- b) There is no limit on the number of orders that may be issued. The Agency may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and DCHFA's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after the expiration date of the contract.

2. PURCHASE LIMITATION /METHOD OF AWARD:

The BPA shall not exceed \$50,000.00 per contract year.

3. PERIOD OF PERFORMANCE:

3.1 The term of this agreement shall be for a period from date of award through one year.

3.2 OPTION TO EXTEND THE TERM OF THE BLANKET PURCHASE AGREEMENT:

3.2.1 The Agency may extend the term of this agreement for a period up to three (3), one year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the agreement. 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.

3.2.2 If the District exercises this option, the extended contract shall be considered to include this option provisions.

3.2.3 The price for the option period shall be as specified in the agreement.

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

3.2.5 This Contract may be terminated by either Party without cause after providing thirty (30) calendar days advance written notice. The Term may be extended or shortened in accordance with this **Section** and **Section 25** of this Contract.

4. PRICE SCHEDULE

The Contractor shall provide all direct and indirect resources to provide the services in accordance with the specifications contained in this BPA and at the prices stated. Blanket Purchase Agreement for the supplies/services to be performed at the unit prices specified in Sections 4.1 through 4.4 the Price Schedule.

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4.1 BASE YEAR

| Contract Line Item No. (CLIN) | Item Description | |
|--|-----------------------------|--------------------------------|
| 0001 | Annual Report | \$ _____ (lot) |
| 0002 | Editing Services | \$ _____ (per page) |
| TOTAL | | \$ _____ |

4.2 OPTION YEAR 1

| Contract Line Item No. (CLIN) | Item Description | |
|--|-----------------------------|--------------------------------|
| 0001 | Annual Report | \$ _____ (lot) |
| 0002 | Editing Services | \$ _____ (per page) |
| TOTAL | | \$ _____ |

4.3 OPTION YEAR 2

| Contract Line Item No. (CLIN) | Item Description | |
|--|-----------------------------|------------------------|
| 0001 | Annual Report | \$ _____ (lot) |
| 0002 | Editing Services | \$ _____ (per page) |
| TOTAL | | \$ _____ |

5. DESCRIPTION/SPECIFICATON/STATEMENT OF WORK:

5.1 SCOPE OF SERVICES

The DCHF A is seeking the services of a contractor to provide the following services:

5.1.1 Annual Report

The contractor shall provide the following services with regard to the Annual Report:

5.1.1.1 Produce an annual report that adheres to DCHF A’s Style and Branding Guide.

5.1.1.2 Draft copy and provide art direction, creative concepts, design and layout for DCHF A’s annual report.

5.1.1.3 Work in collaboration with DCHF A using material provided by the agency’s photographer and/or writer of material to produce the annual report.

5.1.1.4 Work with various forms of type (headline type, body type, financial), images (color, black & white, jpeg, png, etc.).

5.1.1.5 Coordinate specification and electronic delivery of files to the printer designated by DCHF A.

5.1.1.6 Update files, when requested.

5.1.1.7 Review printer’s proof to ensure design is correct in accordance with project requirements determined by DCHF A.

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5.1.1.8 Provide final PDFs and native files of the annual report upon request by DCHFA.

5.1.1.9 Coordinate project management, adhere to project schedule, and the manage edits or corrections process.

5.1.1.10 Provide quality control to accurately and consistently produce material that is consistent with the requirements and quality determined by DCHFA.

5.1.1.11 Revise and finalize the written content and artwork as necessary.

5.1.1.12 Participate in virtual and/or in-person meetings at DCHFA’s office in Washington, D.C.

5.1.2 Copy Editing

The contractor shall provide the following services:

5.1.2.1 Correct all grammatical, punctuation and spelling errors.

5.1.2.2 Double check all names, places and organizations are accurate and spelled properly.

5.1.2.3 Confirm that the report’s overall editorial style is consistent throughout the publication.

5.1.2.4 Confirm that the report adheres to DCHFA’s Style and Branding Guide as well as the Associated Press Style.

5.1.2.5 Confirm the readability of the report; and

5.1.2.6 Proof both the text of the report and printer’s proof.

5.2 NOTICE OF INDIVIDUALS AUTHORIZED TO PLACE ORDERS UNDER THE BPA:

OFFICE

Procurement and Administrative Services

Public Relations

POINT OF CONTACTS

Tara Sigamoni

Vice President

Tsiganoni@dchfa.org

Yolanda McCutchen

Vice President

Ymccutchen@dchfa.org

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- 5.2.1** The Contract Administrator (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:
- 5.2.2** 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;
- 5.2.3** Coordinating site entry for Contractor personnel, if applicable;
- 5.2.4** Reviewing invoices for completed work and recommending approval by the CO, if the Contractor's costs are consistent with the negotiated amounts, and progress is satisfactory and commensurate with the rate of expenditure;
- 5.2.5** Reviewing and approving invoices for deliverables, to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- 5.2.6** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data/equipment) and invoice or vouchers.
- 5.3** 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.
- 5.4** 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 Agency, to take all corrective action necessitated by reason of the unauthorized changes.
- 6. 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.

7. ORDERING CLAUSE

- 7.1 Any supplies and services to be furnished under this contract must be ordered by issuance of order via email or phone call and placed by the CA or CO. Such orders may be issued during the term of this contract.

8. ORDER FOR SERVICES AND INVOICES

- 8.1 Orders for services against this BPA will be placed via electronic mail or phone call by the authorized District representatives listed under **Section 5.2 above** or their written designee. These will be considered direct ordering agreements made with the contractor.
- 8.2 Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery slip that must contain as a minimum, the contractor's name, address, date, BPA number, description of services.
- 8.3 Direct all technical inquiries to the Contract Administrator (CA), Yolanda McCutchen, ymccutchen@dchfa.org.
- 8.4 The terms and conditions included in this BPA apply to all purchases made pursuant to this BPA. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the Agency and the contractor may discuss the discrepancies; however, ultimately, the provisions of this BPA will take precedence.

9. CERTIFICATION, SUBMISSION AND PAYMENT OF INVOICES:

9.1 INVOICE PAYMENT

- 9.1.1 The Agency 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.

9.2 INVOICE SUBMITTAL

- 9.2.1 The Contractor shall create and submit payment requests in an electronic format **to the CA with a copy to AP@dchfa.org.**
- 9.2.2 The Contractor shall submit proper invoices monthly.
- 9.2.3 To constitute a proper invoice, the Contractor shall submit the following formation on the invoice:

9.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

9.2.2.2 Contract number and invoice number;

9.2.2.3 Description, price, quantity, and the date(s) that the supplies or services were delivered or performed;

9.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

9.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

9.2.2.6 Name, title, phone number of person preparing the invoice;

9.2.2.7 Name, title, phone number and email address of the individual to be notified in the event of a defective invoice; and **Authorized** signature.

9.3. PAYMENT OF INVOICES

9.3.1 The terms and conditions included in this BPA apply to all purchases made pursuant to it. In the event of an inconsistency between the provisions of this BPA and the contractor's invoice, the provisions of this BPA will take precedence.

10. 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 Contractor and Agency related to the Scope of Services of this Contract.

11 REPRESENTATIONS AND WARRANTIES OF THE AGENCY

11.1 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.

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

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- 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 Contractor 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.

12. CONFLICT OF INTEREST

The Contractor shall, within five (5) calendar days, including weekends, 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 20** 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.

13. COMPENSATION

The Contractor shall be paid according to the payment schedule outlined in Section 3.

14. 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.

15. 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 CO giving evidence of the required

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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. Should the

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 DCHF A.

The DCHF A 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 DCHF A, 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 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 and its subcontractors' 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 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 DCHF A requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor and subcontractors.

B. INSURANCE REQUIREMENTS

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

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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. 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.
3. 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.
4. 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. \
5. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) with a **Media Liability** endorsement 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 Government of the District of Columbia 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.

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 Government of the District of Columbia.

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

D.C. Housing Finance Agency
Tara Sigamoni
Vice President, Procurement and Administrative Services
815 Florida Avenue, N.W.
Washington, D.C. 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).

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

16. LIABILITY

The Contractor shall be liable for the Contractor's own negligence, intentional misconduct, and other actions it undertakes or contracts to have undertaken while performing under this Contract.

17. INDEMNIFICATION

Except to the extent arising out of the Agency's gross negligence or willful misconduct, the 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 its agents during the term of this Contract, or (b) any breach of this Contract by the Contractor or its agents.

18. 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 must 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 Contractor will not cure the defects or is not possible, Agency may terminate the Contract under Section 19, below, and, in addition to any other remedies, may reduce the Contract price to deduct amounts for the defective work.

19. 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.

20. GOVERNING LAW

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

21. 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.

22. ENTIRE AGREEMENT; MODIFICATION

This Contract constitutes 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.

23. 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.

24. 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.

25. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE

If the 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.

26. EXCLUSIVE AGREEMENT

All understandings and agreements heretofore made between the Agency and the Contractor regarding this Contract are set forth in this Contract, which, expresses the Agency's and the Contractor's entire agreement, and no representations, oral or written, not expressly contained herein, shall be considered to be a part hereof.

27. 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.

28. 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.

29. 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: Tara Sigamoni
Vice President of Procurement and Administrative
Services
tsigamoni@dchfa.org

To the Contractor: _____

30. 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.

31. EVALUATION FACTORS

31.1 EVALUATION FOR AWARD

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

31.2 TECHNICAL RATING (80 POINTS MAXIMUM)

31.2.1 Technical Rating Scale

The Technical Rating Scale is as follows:

| Numeric Rating | Adjective | Description |
|-----------------------|----------------------|---|
| 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. |

31.2.2 Weighting Mechanism

The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror's score for each

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

31.3 EVALUATION CRITERIA

Proposals 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 Offeror’s proposed methodology.

| Technical Evaluation Factors | Points |
|---|---------------|
| Factor A – Proposed Project Team | 30 |
| Factor B – Past Performance | 30 |
| Factor C – Proposed Methodology | 20 |
| Total | 80 |

FACTOR A - Proposed Project Team – 30 Points

A.1 The contractor’s proposal shall describe in detail the (a) the specific skill sets of the key personnel, their qualifications, education, experience, responsibilities related to providing report production and copy editing within the past three (3) years;

A.2 Identify the personnel or engagement team (including resumes) who will be assigned to the Agency’s account to perform work referenced in the scope of services, including the key personnel of any subcontractor. The description shall include the division of responsibility envisioned among these individuals. The description shall also describe the proposed project team’s knowledge of the requirements for digital printing (bleeds, signatures, thick enough rules,

etc.).

FACTOR B - PAST PERFORMANCE – 30 POINTS

The contractor’s proposal shall possess at a minimum three (3) years of experience in providing report production and copy-editing services as described herein.

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

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B.1 List at least three (3) agencies or companies for which your company has provided the required services, specifically, report production and copy-editing services. Please list company name, address, telephone number, e-mail addresses and contact person.

B.2 Describe in detail the services provided for each of the entities listed above.

B.3 Provide samples of the work performed to demonstrate creativity.

FACTOR C - PROPOSED METHODOLOGY – 20 POINTS

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

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

C.2 Describe the approach for the engagement.

C.3 The proposal shall be written in such a manner to demonstrate the contractor’s creativity.

FACTOR D - PRICE – 20 POINTS

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

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

D.2 EVALUATION OF ALL YEARS

The Agency will evaluate offers for award purposes by evaluating the total price for all four option years and the base year. For evaluation purposes to determine the overall price.

31.3.1 Preference Points (12 Points Maximum)

A certified business enterprise is entitled under the “Small and Certified Business Enterprise Development and Assistance Act of 2014”, D.C. Official Code § 2-218.01 et seq., as amended

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(“Act”, as used in this section), to the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP.

31.3.2 Total Points (112 Points Maximum)

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

31.4 EVALUATION OF JOINT VENTURES

31.4.1 If the joint venture as an entity does not have any past performance experience, evaluation of past performance will be based on the past performance of each of the members of the joint venture.

31.4.2 If a joint venture arrangement has been entered into with a CBE for purposes of responding to this solicitation, the contractor shall provide the following information with its proposal:

31.4.3 The nature of the joint venture or subcontractor agreement and the amount of work to be performed by each company. Please also state the specific tasks for which each company will be primarily responsible.

31.4.4 Identify the person who will have primary responsibility for overall or primary coordination with Agency staff.

31.4.5 The fee-sharing agreement between the companies.

31.4.6 In the case of a pre-established relationship, each company must be qualified to perform its work with the highest level of skill and diligence required to fulfill responsibilities owed to the Agency.

31.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

31.5.1 Application of Preferences

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

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

b. Any prime offeror that is a resident-owned business (ROB) certified

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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.

31.5.2 **Maximum Preference Awarded**

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

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

31.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

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

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

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

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

Name and address of the Contractor:

Phone No: _____

Email: _____

Signature of the Contractor

Date

ACCEPTANCE BY DCHFA

Christopher E. Donald
Executive Director and CEO
DCHFA
815 Florida Avenue, N.W.
Washington, D.C. 20001

Date