
DISTRICT OF COLUMBIA HOUSING
AUTHORITY
CONTRACTS AND PROCUREMENT



REQUEST FOR PROPOSAL

0026-2020

ISSUE DATE: September 9, 2020 **CLOSING DATE:** November 10, 2020

**CAPTION: SURSUM CORDA TURNKEY & SIBLEY
TOWNHOMES HOUSING COMMUNITY DEVELOPER**

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SECTION A –INTRODUCTION

A.1 OVERVIEW

The District of Columbia Housing Authority (“DCHA”) is dedicated to enhancing the quality of life in the District of Columbia by providing and effectively managing affordable housing, which is diverse, well maintained, and aesthetically pleasing for those whose circumstances prevent them from competing in the general marketplace. Besides subsidizing over 8,300 units with public housing operating subsidy, DCHA also contracts approximately 14,000 private units through its Housing Choice Voucher Program. DCHA has embarked on an ambitious program of development and redevelopment to create economically diverse communities and neighborhoods. DCHA is one of the most innovative housing authorities in the nation and is actively pursuing non-governmental sources of financing to promote HCVP homeownership assistance programs, project-based public housing subsidies, and implement more creative uses of its authority through the United States Department of Housing and Urban Development’s (“HUD”) Moving to Work (“MTW”) Demonstration Program.

A.2 BACKGROUND

DCHA seeks a Development Partner to lead a mixed-income redevelopment of three proximate DCHA-owned sites (the “Sites”) in the Northwest One neighborhood of Ward 6 in Washington, DC:

- Site A: Sursum Corda Turnkey (“Sursum Corda”): 1 acre, 28 existing units
- Site B: Sibley Townhomes (“Sibley”): 0.64 acres, 22 existing units
- Site C: Sibley Parking Lot (“Sibley Lot”): approximately 0.95 acres, 0 existing units

Together these sites comprise 2.59-acres of existing three-story, townhome public housing communities. Given the scale and proximity of these existing properties, and to provide development teams ultimate flexibility for innovative redevelopment strategies, DCHA jointly offers these sites for redevelopment.

Respondents may elect to respond to this solicitation for the sites in combination, for only one of the sites, or for each site independently. Respondents must clearly indicate which site(s) are included in their proposal. If Respondents submit a proposal for the sites in combination, and do not wish to be considered for the sites independently, Respondents must clearly state this request in their proposal. Regardless of proposal approach, a separate financial plan must be included for each individual development site proposed. See sections C and E of this RFP for additional detail on financial plan requirements.

DCHA will evaluate the proposals received based on the requirements and objectives outlined in this RFP and select a Development Partner(s) to move forward with

redevelopment of the Sites. DCHA reserves the right to select a single Development Partner for each site separately (i.e. multiple partners), or a single Development Partner for all three sites, based on whatever structure best achieves DCHA’s objectives.

A.3 ECONOMIC INCLUSION

Participation by minority and women-owned business enterprises (“M/WBE”) is an important goal of the DCHA redevelopment program. To that end, interested Respondents should review DCHA’s M/WBE requirements for further information on DCHA’s policy regarding M/WBE/ participation, attached hereto as

G.1 EXHIBITS

- Exhibit 2- Economic Inclusion Forms
- Exhibit 3- Economic Inclusion Table

G.2 APPENDICES

- Appendix I- DCHA Economic Inclusion Policy

A.4 SELECTION PROCESS

Based upon the outcome of the Evaluation Process, the selected Development Partner and DCHA will enter an Exclusive Rights to Negotiate time period of 120 days for the execution of a Memorandum of Understanding in form and content satisfactory to DCHA and setting forth agreement among the parties on the basic deal terms. Such form of Memorandum of Understanding shall be provided by DCHA during Best and Final Offer (BAFO) stage and included as part of the negotiations. After the Memorandum of Understanding is executed, then the parties will have 180 days to enter into a Master Development Agreement, in form and content satisfactory to DCHA.

Should the selected Development Partner and DCHA be unable to agree to terms of a Memorandum of Understanding within the Exclusive Rights to Negotiate period of 120 days, DCHA may extend the period of the Exclusive Rights Negotiation or end negotiations with the selected Partner and begin Development Partner negotiations with the next highest scoring Respondent, in accordance with applicable DCHA procurement requirements. DCHA reserves the right to extend the Exclusive Rights to Negotiate or end negotiations at its sole discretion.

DCHA shall not be obligated to open an Exclusive Rights Negotiation period with a different Respondent to the RFP if DCHA, in its sole discretion, chooses to end the solicitation. Once negotiations have been terminated with a selected Development Partner, DCHA will not go back to that previously selected Development Partner for additional negotiations.

A Master Development Agreement (MDA) is expected to be agreed to within 180 days after execution of the Memorandum of Understanding. All fees and costs to be negotiated under these agreements must comply with the Cost Control and Safe Harbor Standards issued by HUD, if HUD funding is contemplated. Predevelopment cost, developer fees and financial arrangements will be discussed, negotiated, and finalized with the selected Development Partner prior to any and all funding applications. DCHA may extend the 180 days at its sole discretion. If DCHA and the selected Development Partner are unable to enter into a MDA within 180 days and any extension, the Memorandum of Understanding shall terminate and DCHA may either move to the next highest scoring respondent to this solicitation to begin a new ERN, or DCHA may also choose to terminate the solicitation in its sole discretion. DCHA shall not be obligated to open an Exclusive Rights Negotiation (ERN) period with a different Respondent to the RFP.

SECTION B – SCOPE OF SERVICES

B.1 DESCRIPTION OF SERVICES

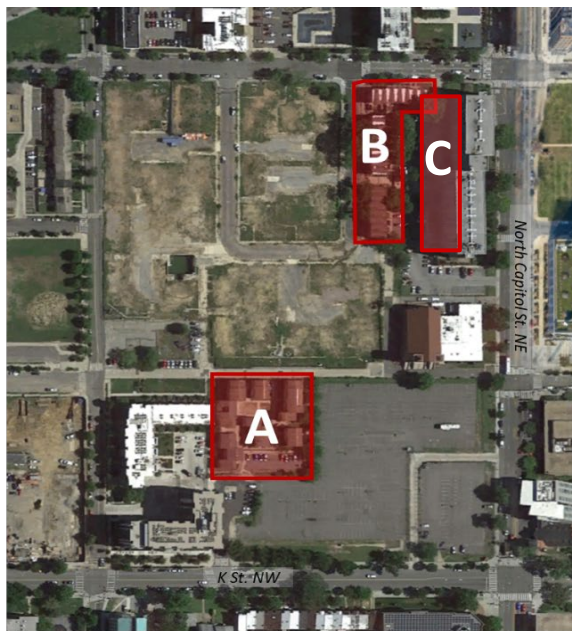
B.1.1 Existing Conditions- The Sites

Existing buildings on the sites were constructed in 1968, are physically obsolete and have high maintenance costs.

- **Sursum Corda Turnkey (Site A, Figure 1)** | Sursum Corda is a public housing site owned by DCHA, located at 45 K Street NW on Lot 244 and Square 621 in Ward 6, between North Capitol Street NW and 1st Street NW. The property consists of seven, three-story townhouse style buildings with twenty-eight apartment units that were constructed in 1968. There are currently 3 three-bedroom units, 22 four-bedroom units and 3 six-bedroom units. The former Temple Courts low-income housing community was located on the parking lot to the east and south, prior to its demolition that began in 2008. Adjacent to the west is the SeVerna on K development, a new affordable housing project constructed in 2012 through the New Communities Initiative. Located to the north is the L Street alley and the former Sursum Corda Cooperative that was recently demolished. The site is currently zoned as RA-4. There are imminent plans for the expansion of the L Street NW right of way adjacent to the site, which will reduce land available for development.
- **Sibley Townhomes (Site B, Figure 1)** | Sibley is a public housing site owned by DCHA, located on Lot 247 and Square 622 in Ward 6. The housing units are addressed as 4-14 M Street NW and 1149-1177 1st Place NW. The property is bordered to the north by M Street NW, to the west by 1st Place NW, and to the east by North Capitol Street NW. The Sibley

Townhomes accounts for approximately 0.64 acres of the total estimated 2.43 acres that makes up Lot 247. There are 22 existing 3-story townhouse style apartment units that were constructed in 1968. All units are three-bedroom units. The site is currently zoned as RA-4; however, DCHA has requested a future land use map change for the property to high-density residential/low density commercial that is anticipated to be approved as part of the DC Comprehensive Plan amendment process. This potential future land use map change would allow the site to be rezoned to MU-6 or other high density residential focused mixed-use zone.

- **Sibley Parking Lot (Site C, Figure 1)** | The parking lot serves the residents and staff of Sibley Plaza. There are approximately 50 spaces. There is also a lower lot as well that has approximately 35 spaces that are used by the DCHA staff at 1133 N. Capital St. NE. DCHA expects the redevelopment of Sibley Townhomes will utilize the upper lot of the Sibley Parking Lot in addition to the portion of the lower lot which is adjacent to Sibley Townhomes past the loading dock for Sibley Plaza. Use of the Sibley Parking Lot site for development is subject to HUD approval of a forthcoming Demolition/Disposition application.
- Figure 1 | Aerial Site Map of Sursum Corda Turnkey & Sibley Townhomes



Redevelopment Site Boundaries -

A – Sursum Corda Turnkey (28 units)

B – Sibley Townhomes (22 units)

C – Sibley Towers Parking Lot (0 units)

A – Sursum Corda Turnkey, Street view



B – Sibley Townhomes, Street view



B.1.2 Section 18 Demolition/Disposition Application and Re-Entry Plan

DCHA received Section 18 Demolition/Disposition approval for both sites in January 2020 and is currently working with residents to relocate them to new units. It is anticipated that each site will be vacated and that demolition could begin prior to the end of 2021. It will be DCHA's responsibility to demolish the existing properties. Note that the parking lot area between Sibley Townhomes and Sibley Plaza was not included in the Section 18 Demolition/Disposition approval and will need to be submitted to HUD as a partial disposition Section 18 application and to be approved by HUD before this land could be used as part of the redevelopment of Sibley Townhomes.

DCHA is in the process of finalizing the resident re-entry criteria with current residents of the Sursum and Sibley sites. Which will be shared with Respondents at a later date or a Best and Final Offer (BAFO) stage of the solicitation process, if there is one.

B.1.3 The Neighborhood

The Sites are located within the boundaries of the Northwest One Small Area Plan, a neighborhood referred to as Northwest One, which sits between the neighborhoods of Mt. Vernon Triangle to the west, NoMa (North of Massachusetts Avenue) to the east, where the NoMa-Gallaudet U New York Ave Metro station is located, and Union Market DC to the northeast. Over the past ten years, NoMa has been one of Washington, DC's fastest growing neighborhoods, and now one of the District's most exciting mixed-use centers. There is significant development activity in Union Market DC, with 5.5 million square feet of development underway. The Sites are located approximately one mile from Union Station.

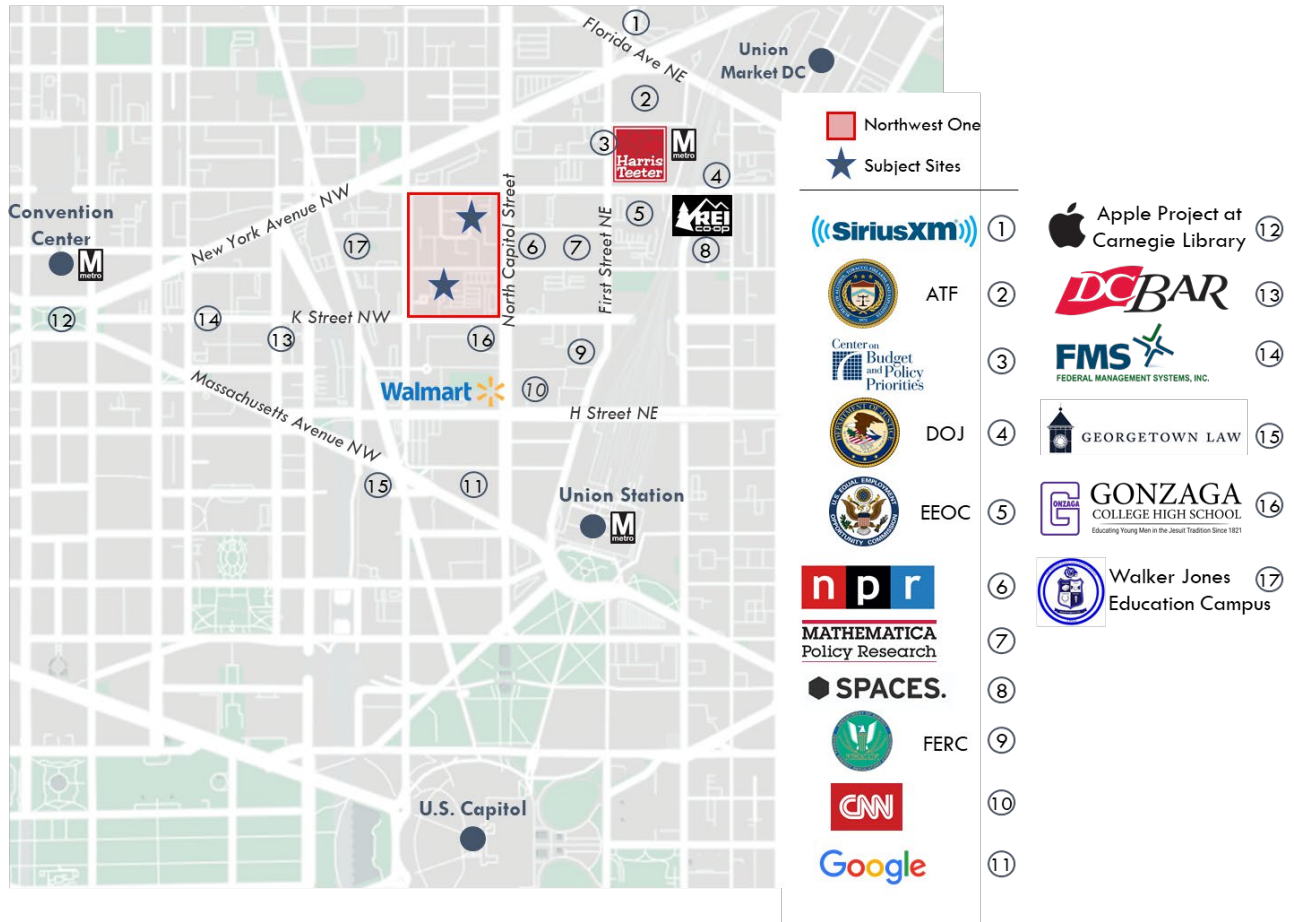
In its early years Northwest One was known as Swampoodle, a predominantly Irish-American neighborhood characterized by large industrial uses abutting several rail yards, dense row houses and alley dwellings extending north from Union Station and west from the railroad tracks. By the end of the Second World War, the area was infamous for blighted housing conditions. Calls for reformation resulted in demolition and redevelopment through Urban Renewal programs. The name Northwest One originates from the initial Urban Renewal designation for the area surrounding the neighborhood.

Figure 2 | Neighborhood Context



The surrounding neighborhoods have seen considerable development and are home to major employers and attractive amenities.

Figure 3 | Nearby Amenities and Neighborhood Anchors



- **NoMa (North of Massachusetts Avenue)**

Two blocks east of the Sites is First Street, NE, NoMa’s central boulevard, a walkable, tree-lined main street complete with bike lanes, retail and pedestrian amenities anchored by DC’s largest Harris Teeter, with the District’s flagship Recreational Equipment International (REI) store a block past First Street, and bustling Union Market DC just to the northeast.

Since the opening of the infill NoMa-Gallaudet University infill metro station in 2004, NoMa has become one of Washington, DC’s fastest growing and most desirable neighborhoods. As the District has grown to over 700,000 residents, growth has concentrated in core high density urban locations including NoMa and Northwest One with steady rent growth driven by increasing density, amenities, and the emergence of a real live-work-play destination. Many well-know private companies, nonprofits, and government agencies call NoMa home including NPR headquarters, the Department of Justice (DOJ), Department of Education (DOE), SiriusXM, CNN, Google, as well as Spaces co-working and a number of other

employers highlighted above. The NoMa Business Improvement District (“BID”) is an active community stakeholder that helps oversee and facilitate planning and economic development for the neighborhood. According to the NoMa BID, the neighborhood is currently home to:

12,000	6,400	95	60,000
Residents	Apartment Units	Neighborhood Walk Score	Employees

For additional context, see the [NoMa Vision Plan and Development Strategy](#)

- **Mt. Vernon Triange**

To the west of the Sites is the Mt. Vernon Triangle neighborhood, one of Downtown DC’s hottest emerging neighborhood offering an exciting mix of new places to live, work, shop, and dine. The neighborhood is a 15-square block area on the East End of downtown within walking distance of the Washington Convention Center and Capitol One Arena. With 4,545 residential units, 1.8 million square feet of office space, and 270,000 square feet of retail space, Mount Vernon Triangle has transformed into a destination live-work neighborhood in the City. Over the next five years, there are current plans for over 575 additional residential units, 1.1 million square feet of new office space, and 127,000 square feet of additional new retail offerings. CityVista, a large mixed-use project with 685 residential units and 115,000 square feet of retail space, is the draw at 5th and K Streets, NW. The neighborhood is home to perennial DC favorites, such as Busboys & Poets restaurant, Kushi, Mandu, Chipotle, Sweetgreen, an urban Safeway, Ace Hardware, and Vida Gym. Mount Vernon Triangle is easily walkable and accessible to transit with DC Circulator access and four Metrorail stations within proximity, the closest of which is the Mount Vernon Square-Convention Center station. The Walker Jones Education Campus located in Mt. Vernon Triangle is a shared use facility for DC Public Schools, DC Parks and Recreation and DC Public Libraries that opened in August 2009. It includes a 100,000 sq. ft. Pre-K through 8th grade public school, a 5,000 SF small branch public library and a 20,000 SF public recreation and community center.

For additional context, see the [Mt. Vernon Triangle Action Agenda](#)

- **Union Market DC**

Union Market neighbors NoMa and has experienced a large influx of development in the last few years. Since 2017, over 930 residential units and 66,500 square feet of retail have been built. Notable retail openings include Trader Joe's, Politics & Prose bookstore, and many restaurants within the Union Market indoor food hall. At the end of 2019, there were 960 residential units, 214,000 square feet of office, and 68,800 square feet of retail under construction, with an additional 3,000+ residential units and over 700,000 square feet of office and retail in the pipeline. The neighborhood is also anchored by Gallaudet University, where there are plans for a 5 million square foot mixed-use development, including retail, 1,800 residential units, and education and office uses.

B.1.4 Adjacent Redevelopment Underway

The Sursum and Sibley sites are among the few remaining sites untouched by redevelopment in the area, and the only remaining sites for redevelopment in Northwest One. Redevelopment of Northwest One began with the relocation of households from both Temple Courts Apartments and The Golden Rule--two affordable housing communities previously located to the east and west of the Sursum site, and continued more recently with relocation of the original Sursum Corda Cooperative housing community.

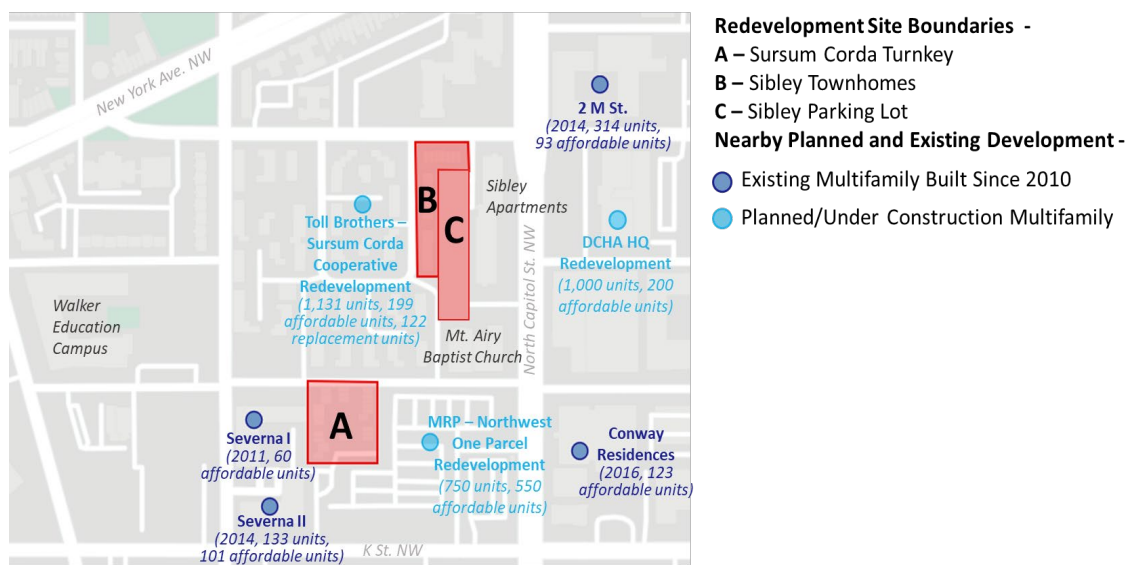
- Previously located to the west of the Sursum site, in 2012 the Golden Rule Center site was redeveloped into a 100% affordable 60-unit rental development now called The SeVerna. Thirty of the SeVerna units are replacement housing where former Golden Rule and Temple Courts residents now live. The second phase of The SeVerna was completed in 2015 with a total of 133 units of mixed-income housing that includes 48 units of additional replacement housing.
- Previously located to the east of the Sursum site, the Temple Courts Apartments site was demolished in 2008. The District of Columbia through the Deputy Mayor for Planning and Economic Development selected the development team of MRP and CSG Urban to lead development of this site (additional detail below).
- The original Sursum Corda Cooperative housing community was located to the west of the Sibley site, was demolished in 2019, and is now part of a redevelopment led by Toll Brothers (additional detail below).

For additional context, see the City's [Northwest One Redevelopment Overview](#), [Redevelopment Plan](#), and the City's [Future Land Use Map](#).

There are three major mixed-use multifamily redevelopment projects underway in Northwest One and across North Capitol Street in NoMa:

- **Toll Brothers – Sursum Corda Cooperative Redevelopment** | Toll Brothers is leading redevelopment of the 6.7-acre former site. The project is currently underway with demolition complete and is expected to deliver 1,131 housing units and 44,000 square feet of retail across four buildings, which will include 199 affordable housing units and 122 replacement units. The development will also have park space and a new community center.
- **MidAtlantic Realty (MRP) - Northwest One Parcel Redevelopment** | MRP and CSG Urban Partners are redeveloping the site of the former Temple Courts HUD subsidized Section 8 community. The development is currently in preconstruction with construction expected to begin in 2020 along L Street. The 3.5-acre site will include 750 units, including townhomes, family-sized units, and supportive housing, 550 of which will be affordable, including 211 replacement units. Retail space, a community center, and green space are anticipated to be included as well. The project is part of the New Communities Initiative, a DC government program focused on supporting the redevelopment of vibrant mixed-income neighborhoods.
- **MidAtlantic Realty (MRP) - DCHA Headquarters Redevelopment** | MRP and CSG Urban Partners are redeveloping the site of DCHA’s current headquarters. Over the next several years over 1,000 units of residential development are planned, of which 20% will be affordable.

Figure 4 | Recent and Planned Development in and Nearby the Northwest One Neighborhood



B.1.5 DCHA Role, Requirements & Objectives

DCHA seeks a development partner to develop the Sursum and Sibley sites that is in line with DCHA's stated requirements, objectives, and desired role as partner. Preference will be given to proposals that meet project requirements and best achieve DCHA's objectives. Respondents to this RFP are expected to thoroughly understand the following requirements and objectives to develop and implement a comprehensive redevelopment program. Respondents may bid individually for one of the Sursum or the Sibley site, both of the Sursum and Sibley sites individually, or for both of the sites in combination. Respondents may include proposal responses for one, two, or all of these development scenarios.

B.1.6 DCHA's Role

DCHA believes the key to successful public-private development is the creation of projects that provide an optimal mix of market-rate and affordable housing to meet the needs of DCHA's residents and enables catalytic mixed-income development by leveraging private and public funds. DCHA seeks to leverage its land value to maximize affordability in redevelopment of both sites. DCHA's expected roles and responsibilities in the implementation and execution of this redevelopment include:

- **Landowner**

DCHA will retain ownership of its land through a 99-year ground lease, which, among other things, will impose long-term affordability requirements on the site.

- **Provider of Available Subsidies**

Respondents should propose financing structures that only rely only on non-competitive sources of project subsidy e.g. 4% Low Income Housing Tax Credits (LIHTC). Respondents should also assume no reliance on other competitive local funding sources from the District of Columbia, including Housing Production Trust Fund (HPTF), Local Rent Supplement Program (LRSP), competitive 9% Low Income Housing Tax Credits (LIHTC), or Rental Assistance Demonstration (RAD).

DCHA may contribute Annual Contribution Contract ("ACC") operating subsidy toward the cost of operating some portion of the replacement public housing units, but Respondents should assume no reliance on the availability of any other DCHA funds. The provision of any public housing ACC operating subsidies provided by DCHA will be contained in a Regulatory and Operating Agreement, the terms of which will be negotiated between

DCHA and the selected partner and approved by HUD. If DCHA determines, in its sole discretion, that capital funds or some other type of subsidy will be made available, DCHA will address funding availability within the appropriate agreement.

As relevant the selected development partner and DCHA will enter into an Exclusive Rights to Negotiate time period for the execution of a Memorandum of Understanding in form and content satisfactory to DCHA and setting forth agreement among the parties on the basic deal terms. Such form of Memorandum of Understanding shall be provided by DCHA during the Best and Final Offer (BAFO) stage and included as part of the negotiations. After the Memorandum of Understanding is executed, then the parties will have 180 days to enter into a Master Development Agreement, in form and content satisfactory to DCHA. Such Master Development Agreement will set forth, but not be limited to the following

- The relationship between DCHA and/or its designated subsidiary and the development partner;
- The roles, responsibilities, and obligations of each party in the implementation of redevelopment of the Sites; and
- The negotiated terms for redevelopment, performance standards, financial terms, management and operations, and other necessary matters.

Should the selected development partner and DCHA be unable to agree to terms of a within the Exclusive Rights to Negotiate period of 120 days, and begin Development Partner negotiations with a different Respondent to the RFP, in accordance with applicable DCHA procurement requirements. An extension of the Exclusive Rights Negotiation time period may be granted at DCHA's sole discretion. DCHA shall not be obligated to open an Exclusive Rights Negotiation period with a different Respondent to the RFP if DCHA, in its sole discretion, chooses to end the solicitation. Once negotiations have been terminated with a selected Development Partner, DCHA will not go back to that previously selected Development Partner for additional negotiations.

- **Property Manager**

At minimum DCHA anticipates serving as property manager for the affordable units in each project. DCHA will work with the selected development partner to determine the best property management structure for DCHA's role at the sites. Respondents should provide a detailed proposal for this structure in their response.

- **HUD Applications and Approvals**

DCHA will lead preparation and submission of any funding application in response to federal Notice of Funding Availability (NOFA) and will submit the plan for redevelopment to HUD for approval. DCHA has received a Section 18 Demolition/Disposition approval from HUD for these sites.

- **Admissions**

Per the one-for-one replacement requirements, all existing Sursum and Sibley residents will have the right to return to the property provided they meet return criteria established by Sursum Corda Turnkey/ Sibley Townhomes residents and DCHA. Once the public housing replacement units have been offered to existing Sursum Corda Turnkey/ Sibley Townhomes residents, any remaining units, as well as public housing replacement units turning over in the future, will be offered to public housing applicants on a waiting list basis determined by DCHA. All other units will be leased in compliance with existing rental regulations of the District of Columbia.

- **Asset Manager**

DCHA will continue to have asset management responsibilities related to the public housing replacement units as well as all other units in which DCHA and/or its affiliates have an interest. DCHA will monitor and enforce the terms of its Regulatory and Operating Agreements with the development partner. It will require that all housing units be managed in accordance with applicable local, state, and federal requirements.

- **Monitor Development Partner Compliance with Hiring Opportunities**

DCHA will monitor the plans and efforts for reaching Section 3, Minority Business Enterprises (MBE), and Women-Owned Businesses (WBE) goals and objectives. Section 3 requirements include not only resident employment but also contracting with Section 3 business entities.

B.1.7 Redevelopment Requirements

The following reflect DCHA's baseline redevelopment requirements that Respondents must address in their proposal to be considered by DCHA.

1. **Replacement Housing-** A minimum of one-for-one replacement of all 50 existing deep subsidy affordable rental units. The income levels of replacement units are likely to vary based on DCHA waitlist needs. However, for the purposes of providing a response to this RFP, Respondents should assume all replacements units serve households at 0%-30% AMI.

Further guidance will be provided at a later date or in the Best and Final Offer (BAFO) process, if there is one.

2. **Mixed Income-** New replacement affordable housing units shall be in a mixed-income setting.
3. **Concurrent Development-** Consistent with a mixed-income approach, all affordable housing shall be built out simultaneously with market rate units and in place prior to or no later than the market rate housing.
4. **Conveyance Structure-** DCHA's land shall be conveyed through a 99-year ground lease.
5. **UFAS-** Six percent (6%) of the replacement units shall be Uniform Federal Accessibility Standard units (UFAS).
6. **Sustainable Design-** Project must include the use of sustainable "green" materials using the LEED rating system.

B.1.8 DCHA Redevelopment Objectives

The following reflect DCHA's objectives for redevelopment. Preference will be given to proposals that best achieve these objectives.

1. **Maximize Affordability-** DCHA seeks proposals that maximize development of affordable rental housing on the site above and beyond the minimum replacement unit requirements.
2. **Rezoning-** DCHA seeks to maximize the number of affordable housing units on the site. Based on this, DCHA will entertain proposals which seek to change the underlying zoning of the site provided the respondent provides good reason to believe that approach would be successful. DCHA makes no guarantees that a zoning change such as a map amendment or Planned Unit Development can be achieved by a development partner.
3. **Preserve Value-** DCHA seeks to preserve the value of its land or other contributions to the project, acknowledging the inherent tradeoff with DCHA's primary goal of maximizing affordability.
4. **Financing-** Respondents should propose financing structures that only rely on non-competitive sources of project subsidy e.g. 4% Low Income Housing Tax Credits (LIHTC). DCHA may contribute Annual Contribution Contract ("ACC") operating subsidy toward the cost of operating some portion of the replacement public housing units but Respondents should assume no reliance on the availability of any other DCHA funds. Respondents should also assume no reliance on other competitive local funding sources from the District of Columbia, including Housing Production Trust Fund (HPTF),

Local Rent Supplement Program (LRSP), or competitive 9% Low Income Housing Tax Credits (LIHTC).

5. **Engagement-** DCHA carries out its redevelopment activities in a highly participatory manner with stakeholders, which includes but is not limited to input from residents and the surrounding neighborhood as well as its development partner. Proposals should include a detailed approach to engagement.
6. **Timing-** Future redevelopment activities should be timed in such a manner as to minimize the loss of future capital funding due to units being off-line for redevelopment purposes unless DCHA is made whole for the lost net income (both operating and capital) on such units.
7. **Displacement-** DCHA discourages displacement of current residents except where necessary for the improvement of the housing and with the full benefits as required by federal relocation regulations. Developers should not have vacated an affordable housing property in anticipation of redevelopment of a mixed-income or other market rate redevelopment project. DCHA is currently leading relocation efforts of residents of both sites and is anticipating providing both sites vacant and demolished prior to commencement of redevelopment.
8. **Economic Inclusion-** Participation by minority and women-owned business enterprises (“M/WBE”) is an important priority for DCHA. To that end, Respondents should review DCHA’s M/WBE requirements for further information on DCHA’s policy regarding M/WBE/ participation, attached hereto as:
 - Exhibit 2 - Economic Inclusion Forms
 - Exhibit 3 - Economic Inclusion Table
 - Appendix I - DCHA Economic Inclusion Policy
9. **Site Design and Planning-** Design should employ principles of active design and public life to create healthier and more sociable buildings, streets, and open spaces through targeted resident amenities, key adjacencies of building program, interactive ground floor building design, and communal open space design that fosters social interaction between residents, and promotes physical activity.

For additional context, see Active Design Guidelines for Affordable Housing, and Designed to Engage: promoting sociability in multi-family housing design.

B.2 QUALIFICATIONS

DCHA is seeking qualified Respondents with the vision, qualifications, capacity, and resources to redevelop the Sites. In general, DCHA seeks responses that provide the following:

- Highly qualified planning and development team members;
- Strong track record serving as lead developer planning and executing a mixed-income development plan;
- Proven ability to work with several stakeholders whose interests and redevelopment objectives may differ;
- Proven ability to maximize private sector participation in the financing of complex residential projects;
- Strong financial capacity to carry forward and complete the components of this program;
- Demonstrated examples of innovative and creative planning and design proposals, including Demonstrated examples of completed projects, with attractive and creative planning and design, based urbanist principles;
- Strong track record in partnering with residents, neighborhood groups and local agencies with diverse interests to achieve goals;
- Demonstrated commitment to employ low-income residents and to utilize minority and women-owned businesses;
- Experience and knowledge of the local housing market, regulations and codes, familiarity with federal and local affordable housing programs and the local agencies that administer these programs (including Low Income Housing Tax Credits, New Market Tax Credits, Tax Exempt Bonds and related District agencies); and
- Demonstrated and clear track record of mixed-income communities including public housing replacement units;
- Experience working with HUD mixed income finance Annual Contribution Contract “ACC” subsidy.

SECTION C- INSTRUCTIONS, CONDITIONS AND NOTICE TO RESPONDENTS

C.1 GENERAL

The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish the requirements, format, and content of

proposals so that proposals are complete, contain all essential information and may be evaluated easily.

C.2 SUBMISSION OF PROPOSALS QUESTIONS/INQUIRIES

All inquiries regarding this RFP and any correspondence relating thereto shall be submitted in writing to the Contracting Officer at the following:

District of Columbia Housing Authority
Office of Administrative Services/Contracts & Procurement
1133 North Capitol Street, NE, Suite 300
Washington, DC 20002-7599
Attention: Cheryl Moore, Contracting Officer
Email: chmoore@dchousing.org

Inquiries and/or questions concerning this RFP must be submitted in writing to the Issuing Office no later than Monday October 5, 2020 by 12:00 PM noon. Please copy all inquiries sent to the Contracting Officer to the Contract Specialist responsible for this RFP, LaShawn Mizzell-McLeod by email to LMMCLEOD@dchousing.org and business@dchousing.org. Answers to questions will be provided to all Respondents being solicited, giving regard to the proper protection of proprietary information. Responses will post by addendum to the DCHA website www.dchousing.org under “Business” and “Solicitations”.

RESPONDENTS ARE SPECIFICALLY INSTRUCTED TO CONTACT ONLY THE SOLICITATION ISSUING OFFICE IN CONNECTION WITH ANY ASPECT OF THIS SOLICITATION PRIOR TO EXECUTION OF A MASTER DEVELOPER AGREEMENT. THE SELECTED DEVELOPER MAY CONTACT DESIGNATED DCHA REPRESENTATIVES AS PART OF THE EXCLUSIVE RIGHTS TO NEGOTIATE AND MEMORANDUM OF UNDERSTANDING PURSUANT TO THE EXECUTION OF THE MASTER DEVELOPER AGREEMENT. PROPOSALS AND ALL CORRESPONDENCE RELATING TO THIS SOLICITATION DOCUMENT MUST BE SUBMITTED TO THE ISSUING OFFICE POINT OF CONTACT(S) IN THE OFFICE OF ADMINISTRATIVE SERVICES.

C.3 SITE VISIT-[RESERVED]

C.4 PRE-PROPOSAL CONFERENCE

Prospective Respondents to this RFP are strongly encouraged to attend a Pre-Proposal Conference to obtain a better understanding of the Project. Scheduled as follows:

Monday, September 28, 2020
at 11:00 a.m.

C.5 SUBMISSION DATE

All proposals must be received by 11:00 AM on Tuesday, November 10, 2020. Respondents shall submit one (1) proposal hardcopy in sealed packaging marked “RFP 0026-2020 Sursum Corda Turnkey & Sibley Townhomes Housing Community Developer – Site(s) Proposed” and addressed to:

District of Columbia Housing Authority
Office of Administrative Services, Contracts and Procurement
Suite 300
1133 North Capitol Street, N.E.,
Washington, D.C. 20002-7599
Attention: Cheryl Moore, Contracting Officer

Respondents shall also email one (1) electronic copy of the Technical Proposal and Financial Plan as separate files attached to one email that includes a cover page addressed as stated above to the assigned Contract Specialist, LaShawn Mizzell-McLeod, at LMMCLEOD@dchousing.org with copy to business@dchousing.org.

C.6 CONTENT OF PROPOSALS

All proposals submitted for consideration will be reviewed by DCHA with the Respondent receiving the highest rating based on the criteria outlined in this section to be selected as the most capable of providing the services in a manner that is most advantageous to DCHA, cost and other factors considered.

Respondents may elect to respond to this solicitation for the sites in combination, for only one of the sites, or for each site independently. Respondents must clearly indicate which site(s) are included in their proposal. If Respondents submit a proposal for the sites in combination, and do not wish to be considered for the sites independently, Respondents must clearly state this request in their proposal. **Regardless of proposal approach, a separate Financial Plan must be included for each individual development site.**

Proposals shall not exceed seventy-five (75) double spaced pages, excluding the Financial Plan and supporting materials as detailed in Section C.6.1 and C.6.2 below. Proposals shall be submitted in two parts: Part I shall be titled, “Technical Proposal” and Part II shall be titled, “Financial Plan”. **Respondents shall submit one (1) original hard copy by mail or hand delivery; and one (1) electronic copy of both the Technical Proposal and Financial Plan**, prepared in such format and detail as to enable DCHA to make a thorough evaluation thereof and to arrive at a sound determination as to whether the Respondent can meet the requirements set forth in this RFP. **The Technical Proposal shall not contain any financial information.**

Proposals shall be organized as follows:

C.6.1 Proposal Format

Proposal responses must meet the following format requirements:

- Proposals shall be formatted on 8.5” by 11” letter-size paper, printed single-sided, bound length-wise and separated with tabs to identify sections.
- Proposals must include each item in the order outlined below in Sections C.6.2, C.7 and C.8.
- Each sub-section must be separated by tabs with sub-section headings.
- Technical Proposals are limited to seventy-five (75) double spaced pages excluding the Title Page, Table of Contents, Section Dividers, Exhibits and Supporting Documentation.
- Proposals shall be paginated and organized as described below.

C.6.2 Proposal Content

PART I: Technical Proposal shall contain:

- 1) Table of Contents
- 2) Executive Summary/Introduction
- 3) Organization of Team
- 4) Documentation to substantiate each listed Evaluation Criteria
 - Development Approach & Schedule
 - Detailed Development Conceptual Vision
 - DCHA Participation
 - Risk Mitigation Plan
 - Resident, Community and Stakeholder Outreach Plan
- 5) References
- 6) Experience with HUD Section 3 and Section 3 Plan
- 7) Minority/Women / Business Enterprise (M/WBE)
- 8) Certifications and Affidavits

PART II: Financial Plan shall contain financial data and proposed business terms only:

- 1) Project Pro Forma (Financial Model) including tabs found in Exhibit 5- Financial Model Information
 - A. Detailed Financing Plan
 - B. Proposed Business Terms Exhibit 4

C.7 TECHNICAL PROPOSAL

To be considered, Respondents shall provide detailed information about the requirements of each part listed below. At a minimum, these sections should contain the following:

C.7.1 Table of Contents

Provide a comprehensive listing and location of all written pages, exhibits, and other materials.

C.7.2 Executive Summary/Introduction

Provide Letter of Interest that includes executive summary/introduction detailing the history and attributes of the company; name and address of the Respondent; website and telephone number; email address of the point of contact; a brief description of the understanding of the Scope of Services; ability to perform the work and history of providing redevelopment.

C.7.3 Organization of Team

Respondents shall include an organizational chart showing all Team member firms, high-level roles and responsibilities of each firm, as well as the individual staff member(s) identified to work on the project. In addition to the organizational chart, Respondents shall provide a detailed explanation of the roles and responsibilities of each firm, the value they bring to the project, and how they will interact with DCHA. Each member firm must be critical to the success of the Sursum Corda Turnkey & Sibley Townhomes redevelopment.

C.7.4 Development Approach & Schedule- 25% of Evaluation and Selection Criteria

Describe in detail the overall concept and approach for the Sites by providing an executive summary and overview of the following key components:

- Project Schedule
- Construction management
- Marketing and property management of completed buildings

Describe how the approach will integrate with and enhance the community surrounding the Sites. Describe the overall plan for managing and executing the redevelopment process and fulfilling all of DCHA's development requirements and objectives as enumerated in Section B 1.7 and Respondents ability to execute proposed development approach in a timely manner.

C.7.5 Detailed Development Conceptual Vision- 25% of Evaluation and Selection Criteria

(Exhibit 1 and noted Supplemental Documentation are not included in 75-page limitation.)

Provide a detailed development concept in narrative fashion. The narrative should describe the preliminary program for redevelopment and include:

- Site Plan and Massing
- Provide a detailed program that identifies the building typology, number of market rate residential units, number of affordable residential units (public housing and other affordable units), the unit mix, the split of for-sale and rental product (if applicable), residential amenities, active & public life design features, and anticipated rents or prices;
- A description of sustainable design and energy efficient design features;
- The total square feet of retail or commercial space if there is any, including such spaces, as well as the anticipated tenant profile and the projected rent per square foot; and
- A description of any public amenities to be provided on-site.

Provide supplemental documentation with visual aids (e.g. aerial photos, maps, site plans, massing plans, elevations, line drawings, or renderings) that clearly communicate the location, appearance, and scale of the development concept.

Respondents must include completed Exhibit 1: Development Plan form as part of the Detailed Development Conceptual Vision.

C.7.6 DCHA Participation- 10% of Evaluation and Selection Criteria

Describe how the Team anticipates DCHA will participate in the proposed development. Participation may take several forms including financially, property management, during redevelopment, or otherwise through the redevelopment of the site.

C.7.7 Risk Mitigation Plan- 5% of Evaluation and Selection Criteria

Identify and describe the risks posed by the Team's proposed Program and Plan for redevelopment, and how the Respondent plans to mitigate these risks. Respondents should clearly articulate their strategy for mitigating both financial and non-financial risks.

C.7.8 Resident, Community, and Stakeholder Outreach Plan- 5% of Evaluation and Selection Criteria

Describe the means in which meaningful resident and community participation will be achieved throughout the planning and implementation of the Program. Be specific about the role of residents and the community in the decision-

making process. Identify potential issues and obstacles related to meaningful resident and community participation. Although DCHA expects to oversee resident engagement and community participation, all members of the Team will be critical in supporting a successful outreach plan.

C.7.9 References

(Supporting Documentation not included in 75-page limitation.)

Provide three (3) recent professional references from clients for whom the entity has prior Development projects as described in the Scope of Services within the past five (5) years. Include name, address, and telephone number, description of work performed, the dates of service, and the status of development (active or closed).

References may be contacted to verify project award, project performance and quality of work.

C.7.10 Experience with HUD Section 3 and Section 3 Plan

(Section not included in 75-page limitation.)

Describe the Respondent's experience with compliance with HUD Section 3 requirements and the results achieved as part of its proposal to be considered for Exclusive Right to Negotiate. Review Section 3 requirements outlined in Section D.11 of this Solicitation and complete Attachment J and Attachment K to submit a signed copy of the Section 3 Contractor Compliance Agreement and Section 3 Action Plan.

The Section 3 Contractor Compliance Agreement should be read in its entirety before completing the Section 3 action plan since it provides details about DCHA's Section 3 policy.

See Section E of this Solicitation for an explanation of points systems for Section 3 specifically.

C.7.11 Minority/Women / Business Enterprise (M/WBE)

(Section not included in 75-page limitation.)

Participation by minority and women-owned business enterprises ("M/WBE") is an important goal of DCHA. To that end, Respondents should review DCHA's M/WBE requirements in Section E of this solicitation for further information on DCHA's policy regarding M/WBE participation.

Respondents shall complete and submit Exhibit 2 and Exhibit 3 as detailed in DCHA Economic Inclusion Policy (Appendix III).

- MBE/WBE/SBE/VBE/LSA/S3B Contracting Action Plan
- Contracting Schedule
- Letter of Intent

- Statement of Understanding
 - a. Respondents should submit narrative information about their policies, plans, activities and accomplishments in creating a diverse workforce, both in their legal and administrative support staffs. The narrative should also indicate any experience utilizing M/WBEs and to what extent minorities and women are included in the team that will advise DCHA.
 - b. Describe the diversity profile of the Respondent's shareholders, members or partners, of counsel and associates. Please include a description of how women and minorities hold positions of leadership in the Respondent's organization, including any history of such participation.

C.7.12 Certifications/Attachments

(The following Certifications and Affidavits are mandatory proposal requirements. Respondents must complete and return the following certifications. The forms are not included in 75-page limitation.)

Attachments can be downloaded from Section G. Attach the following completed certification and affidavit forms:

Attachment B: Tax Certification Affidavit

Attachment C: Non-Collusive Affidavit

Attachment D: Certificate of Eligibility

Attachment E: Contract Compliance Requirements

Attachment F: Payments to Subcontractors and Suppliers Certificate

Attachment G: HUD 5369 A Representations, Certifications, and Other Statements of Bidders

Attachment H: Statements of Bidders Qualifications

Attachment I: Conflict of Interest Certification

Attachment J: Section 3 Action Plan

Attachment K: Section 3 Contractor Compliance Agreements

Proposals submitted with incomplete or missing certifications may be determined unresponsive and removed from consideration.

C.8 FINANCIAL PLAN

30% of Evaluation and Selection Criteria

Respondents may elect to respond to this solicitation for the sites in combination, for only one of the sites, or for each site independently. Regardless of proposal approach, a separate Financial Plan must be included for each individual development site.

C.8.1 Detailed Financing Plan

Describe how the Team plans to finance the pre-development planning, design, and engineering and construction of their proposed redevelopment. The detailed financing plan should also include the following for each site:

- A comprehensive description of the overall proposed sources and uses for each site;
- Public infrastructure cost estimates to include proposed funding sources;
- Any post development operating subsidy needs;
- Any proposed cross-subsidy (non-public) of affordable housing to be provided by market rate housing or commercial components of the redevelopment;
- If relevant, a detailed explanation of if and how the project leverages DCHA's underlying land value to maximize the delivery of affordable units;
- Discussion of options for public-private funding structure, including any proposed use of DCHA funds, and the cost-benefits of proposed options. As outlined in DCHA's requirements, Respondents should propose financing structures that only rely only on non-competitive sources of project subsidy e.g. 4% Low Income Housing Tax Credits (LIHTC). Respondents should also assume no reliance on other competitive local funding sources from the District of Columbia, including Housing Production Trust Fund (HPTF), Local Rent Supplement Program (LRSP), competitive 9% Low Income Housing Tax Credits (LIHTC), or Rental Assistance Demonstration (RAD).
- DCHA may contribute Annual Contribution Contract ("ACC") operating subsidy toward the cost of operating some portion of the replacement public housing units, but respondents should assume no reliance on the availability of any other DCHA funds. For any proposed public-private funding structure that includes DCHA funds or sources, Respondents should indicate any experience using the proposed structure in the successful development of other buildings;
- If relevant, projected DCHA funding requirements;
- Analysis of sale proceeds, if applicable in the proposed financing plan of the Respondent, which includes relevant information pertaining to sale of redeveloped property, such as anticipated year of sale, exit capitalization rate or other valuation metric used, total proceeds, and proposed distribution of proceeds. If Respondent's financing plan does not include sale of property, no sale proceeds analysis is required;

- Identification of risks as related to the financing plan and approaches for mitigating such risk;
- Findings from a sensitivity analysis that address, at a minimum, the impact to financial returns resulting from potential variations in rent, absorption, development costs, development timing, and capitalization rates; and

Respondents must also include a pre-development sources and uses budget that identifies all tasks and costs from time of tentative designation to closing for the first phase of development, including start and end dates for each task. Respondents should demonstrate the availability of working capital to cover pre-development costs by providing proof of cash availability (i.e. bank statement) or identifying a source of funds.

In evaluating and ranking competing proposals, DCHA will consider proposed financing plans based on those that present the best value to DCHA while meeting project requirements and objectives. Respondents are encouraged to be creative in the proposals (e.g. cross subsidization of market and affordable units). In evaluating risk of the financing plans, DCHA will consider the relative certainty of the proposed sources and uses being offered by Respondents.

C.8.2 Proposed Business Terms

Respondents must complete Exhibit 4: Proposed Business Terms for each proposed phase of development. Within the Proposed Business Terms, Respondents should clearly articulate how DCHA will participate financially in redevelopment of the Sites, noting any upfront fees, base payments, or payments derived from excess cash flows or capital events, as applicable, to be provided to DCHA. Selection of a Development Partner at the conclusion of this RFP process does not constitute acceptance of the proposed business terms.

During the ERN, the selected Development Partner and DCHA will negotiate and enter into a Memorandum of Understanding in form and content satisfactory to DCHA. If DCHA and the selected Development Partner are unable to come to terms satisfactory to DCHA, DCHA shall terminate the ERN and either move to the next highest scoring Respondent to this solicitation or DCHA may also choose to terminate the solicitation in its sole discretion.

C.8.3 Development Pro forma

(Exhibit 5 and the Pro Forma are not included in 75-page limitation.)

Respondents should submit a complete development pro forma for the full duration of the proposed project in a live (i.e., fully working formulas and macros) Microsoft Excel file.

Within the submitted development pro forma, Respondents must include a General Inputs and Assumptions tab and a Summary of Returns tab in addition to all other financial model information. These tabs can be found in Exhibit 5: Financial Model Information Live File and Respondents must incorporate these live tabs into their submitted pro forma. Information included in the required tabs must be linked appropriately to the remainder of the financial model. All dollar amounts shown in the Summary of Returns tab must be shown in current (2020) dollars.

All cash flows should be modeled for the full duration of the proposed development, with the present value of all cash flows provided in the Summary of Returns tab. If the property is expected to be held by the term of the ground lease, Respondents should model project development and cash flows for 99 years. All cash flows, regardless of deal structure, should be modeled on a monthly basis. Pro forma must include a sensitivity analysis that addresses, at a minimum, potential variations in rent, construction costs, development timing, interest rates, and capitalization rates. The financial plan for redevelopment should be economically feasible and there should be no gaps in the operating budget. Aside from the two required tabs from Exhibit 5 and requirements stated above, Respondents are free to structure the project pro forma, as they would like so long as the file presents financial information in a clear and coherent manner.

C.8.4 Fair Price Statement

Respondent shall provide a statement that it warrants the prices quoted are not in excess of those charged non-governmental clients for the same services performed by the same individuals.

C.8.5 Allowable Costs

The Respondent is fully responsible for controlling its cost of performing services and for properly pricing each project task. No price increases will be permitted for any alleged miscalculations of the basic project-task dollar amounts. These amounts shall include all allowable costs related to the performance of this contract, such as labor, overhead, profit, travel, materials, all equipment, facilities, telephone services, etc.

C.8.6 Cost Analysis

The DCHA will perform a cost analysis of the Respondent's cost proposal. The cost analysis will allow DCHA to determine the reasonableness of the proposed development partnership.

C.8.7 Travel

Travel in the metropolitan area shall not be reimbursed. The metropolitan area includes the District of Columbia; and the counties of Montgomery and Prince Georges in Maryland; the cities of Alexandria, Falls Church and Fairfax in Virginia, and the counties of Arlington, Fairfax, Prince William and Loudon in Virginia.

C.9 CONFLICT OF INTEREST

In submitting a proposal, the Respondent affirms that to the best of its knowledge, there exists no actual or potential conflict between the Respondent's business and financial interests and any commissioner, officer, employee, or agent of DCHA or DCHA's affiliates or instrumentalities. To the extent that a potential conflict exists, this must be disclosed in the proposal.

C.10 COMPLETE PROPOSALS

Complete proposals will be evaluated based on established evaluation criteria. Proposals should set forth full, accurate, and complete information as required by this solicitation. Upon the completion of the review process, the Evaluation Panel will submit its recommendation(s) of Respondents that are deemed the most overall technically qualified to the DCHA Executive Director.

C.11 MANNER OF AWARDS

DCHA may award Exclusive Rights to Negotiate upon the basis of the initial responses received, without discussion. Therefore, each initial Proposal should contain the Respondent's best and final terms from a cost and technical standpoint. Proposals shall represent the best effort of the Respondent and will be evaluated as such.

C.12 RETENTION

All proposals are the property of DCHA shall be retained by DCHA and therefore, will not be returned to the Respondent.

C.13 FAILURE TO SUBMIT RESPONSE

Recipients of this solicitation not responding with a proposal should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or email, whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer of the reason(s) for not submitting a proposal in response to this solicitation. If a recipient does not submit a proposal and does not notify the Contracting Officer that future solicitations are desired, the recipient's name may be removed from the applicable mailing list for one (1) year after the closing date of this solicitation.

C.14 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective proposal to this solicitation are not desired and may be construed as an indication of the Respondent's lack of cost consciousness. Elaborate artwork, expensive paper bindings, and expensive visual and other presentation aides are neither necessary nor desired. No credit will be given for general marketing or promotional materials.

C.15 PROPRIETARY OR CONFIDENTIAL INFORMATION

A Respondent including proprietary or confidential information in its proposal shall conspicuously mark each page as proprietary or confidential if the Respondent does not want the proprietary or confidential information disclosed to the public or used by DCHA for other than evaluation purposes. DCHA reserves the right to determine the proprietary or confidential nature of the information and shall treat such information accordingly, based on its sole determination.

C.16 LATE PROPOSALS, MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

- a) Proposals and modifications to proposals that are received in the DCHA Office of Administrative Services after the exact time specified in the RFP are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
 - 1) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of proposal;
 - 2) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the RFP was caused by mishandling of the DCHA after receipt; or
 - 3) The proposal is the only proposal received.
- b) The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification, or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the Respondent can furnish evidence from the postal authority of timely mailing.
- c) Any request for withdrawal or request for modification received after the time and date set for submission of proposals at the designated location for submission shall be considered "late".

- d) A late proposal, late request for modification, or late request for withdrawal shall not be considered, except as provided by this section.
- e) A late modification of a successful proposal which makes its terms more favorable to DCHA shall be considered at any time it is received and may be accepted at the sole discretion of DCHA.

C.17 FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF RESPONDENT

The Respondent must demonstrate to the satisfaction of the Contracting Officer its capability to perform fully the contract requirements in all respects. Therefore, the Respondent shall furnish any reasonable information requested by the Contracting Officer in order to determine its ability to perform.

C.18 SIGNING OF PROPOSALS

The Respondent shall sign and print or type its name on the proposal. The signing of the proposal shall deem all information contained therein as true and accurate. Any false or misleading information contained in the proposal may be grounds for disqualification (if determined prior to selection of award) or termination (if discovered after award). Erasures or other changes must be initialed by the person signing the proposal. Proposals signed by an agent shall be accompanied by evidence of the agent's authority to bind the Respondent, unless that evidence has been previously furnished to the Contracting Officer.

Proposals by a partnership must be signed with the partnership name, by or on behalf of a partner or by an authorized representative, including designation of the person signing, if applicable. Proposals by a limited liability company shall be signed by a member or on behalf of a member or manager of the company, including the designation of the person signing, if applicable. Proposals by corporations must be signed with the name of the corporation, followed by the signature and designation of the President or Vice President and attested to by the Secretary of the Corporation or other persons authorized to bind the Corporation and the Corporate Seal affixed thereto. If the proposal is signed by other than the President or Vice President, evidence of authority to so sign must be furnished in the form of an extract of minutes of a meeting of the Board of Directors or extract of by-laws certified by the Corporate Secretary with Corporate Seal affixed thereto.

The names of all persons signing shall be typed or printed below the signatures. Any proposal by a person, who affixes to his signature the word "President", "Vice President", "Secretary", "Agent", or other designation, without disclosing his principal, may be held personally to the proposal. Proposals submitted by a joint venture must be signed by all authorized venture personnel.

C.19 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, D.C. Code §2-531 *et seq.* (FOIA), provides for the disclosure of public information upon request. Specifically, the law provides that “any person has the right to inspect, and, at his or her discretion, to copy any public record of a public body except as expressly exempted by the Act.” Further, a “public record” has been defined by the District of Columbia Public Records Management Act of 1985 as “any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in connection with the transaction of public business by any officer or employee of the District.” D.C. Code §2-1701(13). Thus, public information submitted in response to this solicitation may be subject to disclosure in response to a request made under the FOIA.

C.20 PROPOSAL GUARANTEE AND ACCEPTANCE PERIOD

Proposals must be accompanied by a written guarantee that the Respondent will keep its initial offer open for at least one hundred twenty (120) days and that, if a best and final offer is made, it will keep its best and final offer open for a period of at least one hundred eighty (180) days thereafter; and upon acceptance by DCHA of a best and final offer, that it will execute an Exclusive Rights to Negotiate meet other requirements within the times specified in the solicitation.

C.21 ACKNOWLEDGMENT OF ADDENDA/AMENDMENTS

Respondents shall acknowledge in their proposals receipt of addenda or amendment(s) to this solicitation by signing the document on the acknowledgment line of the addenda or amendment. A Respondent’s failure to acknowledge an addendum or amendment may result in rejection of the offer.

SECTION D – EXCLUSIVE RIGHTS TO NEGOTIATE/MEMORANDUM OF AGREEMENT/DEVELOPER AGREEMENT TERMS

The successful Respondent(s) will be asked to conform to the requirements outlined in Section D of this RFP, in the event that it is selected as Development Partner as a result of this solicitation.

D.1 TERM OF CONTRACT

The period of performance for the award shall be from the date of award, as deemed appropriate in the representation of DCHA and subject to the agreements negotiated with the successful Respondent.

D.2 MANNER OF AGREEMENT

DCHA intends to enter an Exclusive Rights to Negotiate (ERN) - Exhibit 6 with the successful Respondent for the execution of a Memorandum of Understanding within

120 days of selection. During the ERN, DCHA and the selected Development Partner will negotiate and enter into a Memorandum of Understanding in form and content satisfactory to DCHA.

Should the selected Development Partner and DCHA be unable to agree to terms of a Memorandum of Understanding within the ERN period of 120 days, DCHA may extend the period of the ERN or end negotiations with the selected Partner and begin Development Partner negotiations with the next highest scoring Respondent, in accordance with applicable DCHA procurement requirements. DCHA reserves the right to extend the ERN period or end negotiations at its sole discretion. DCHA shall not be obligated to open an ERN period with a different Respondent to the RFP if DCHA, in its sole discretion, chooses to end the solicitation. Once negotiations have been terminated with a selected Development Partner, DCHA will not go back to that previously selected Development Partner for additional negotiations.

A Master Development Agreement (MDA) is expected to be agreed to within 180 days after execution of the Memorandum of Understanding. All fees and costs to be negotiated under these agreements must comply with the Cost Control and Safe Harbor Standards issued by HUD, if HUD funding is contemplated. Predevelopment cost, developer fees and financial arrangements will be discussed, negotiated, and finalized with the selected Development Partner prior to any and all funding applications. DCHA may extend the 180 days at its sole discretion. If DCHA and the selected Development Partner are unable to enter into a MDA within 180 days and any extension, the Memorandum of Understanding shall terminate and DCHA may either move to the next highest scoring respondent to this solicitation to begin a new ERN, or DCHA may also choose to terminate the solicitation in its sole discretion. DCHA shall not be obligated to open an ERN period with a different Respondent to the RFP.

D.2.1 Post Selection Due Diligence

Following notification of selection from DCHA, the selected Team shall enter into an Exclusive Right to Negotiate (ERN) time-period in order to execute a negotiated Memorandum of Understanding and MDA as provided in Section D.2 above, or other agreements required by DCHA. No ground lease or conveyance will occur until financial closing of the transaction. Should the selected Development Partner and DCHA be unable to agree to terms of these agreements, DCHA reserves the right to end negotiations with the selected Development Partner and at the sole discretion of DCHA; choose a new Development Partner to enter into an ERN period, with the next highest scoring Respondent to this solicitation.

D.2.2 Due Diligence Security Payment

To secure its commitment to achieve a MDA in accordance with the RFP, the selected Development Partner shall submit a Due Diligence Security payment to DCHA in the amount of \$50,000 upon selection by DCHA, which may be in the form of an irrevocable letter of credit.

If a Respondent is selected as Development Partner by DCHA, and has not withdrawn its proposal prior to selection it will be required to pay the Due Diligence Security payment. The Due Diligence Security payment shall be provided to DCHA within thirty (30) days of selection of the Development Partner.

Should the selected Development Partner by 1) fail to reach a MDA with DCHA, based on the terms established in this RFP and the offer of the Respondent in their proposal to include Best and Final Offer if proposed, within 120 days of selection as the Development Partner, or 2) withdraw from negotiation of an agreements at any point after selection, DCHA is entitled to retain the Due Diligence Security payment provided by the selected Development Partner. The forfeiture of the Due Diligence Security payment constitutes liquidated damages and is not a penalty, and the amount forfeited represents a reasonable estimate of fair compensation to DCHA for the work required to procure a development partner for the Sursum Corda Turnkey & Sibley Townhomes redevelopment and the reputational losses, which may accrue. In the event that DCHA ends ERN negotiations for an agreement within 120 days after selection of the Team, it will refund the Due Diligence Security payment to the selected Development Partner.

Due Diligence Security Payment must be addressed as follows and forwarded to:

District of Columbia Housing Authority

Accounts Payable

REF: Sursum Corda Turnkey & Sibley Townhomes_ Housing Community Co-Developer Due Diligence Security Payment

1133 North Capitol Street, NE, Suite 329

Washington, D.C. 20002-7599

D.3 TIME

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

D.4 INSURANCE

The successful Respondent, at its expense, shall obtain the minimum insurance coverage set forth below and keep such insurance in force throughout the contract period. **Respondents to this solicitation must have the capacity to obtain a Certificate of Insurance at the stated limits below, prior to and as a condition of contract award.** All insurance provided by Contractors in this section shall set forth DCHA as an additional insured (**as applicable**).

Contractor shall carry and pay for:

PROFESSIONAL SERVICES MINIMUM INSURANCE REQUIREMENTS
BASIC COVERAGE
<p>Commercial General Liability (GL): Per Occurrence: \$2,000,000 Aggregate: \$4,000,000 Products and Completed Operations: \$2,000,000 Personal/Advertising Injury: \$2,000,000</p>
<p>Automobile Liability: \$1,000,000 per occurrence</p>
<p>Workers' Compensation: Statutory Limit</p>
<p>Employer's Liability: This coverage is not available to employees if Worker's Compensation applies (<i>see</i> 32 DC Official Code § 1504). If and when Employer's Liability insurance applies, however, the minimum requirements are as follows: Each Accident: \$500,000 Employee Disease: \$500,000 Disease-Policy Limit: \$500,000</p>
ADDITIONAL COVERAGE
<p><i>Umbrella or Excess Liability {Required Only for Professional Consultant Services with less than the stated Minimum Requirements} DCHA will accept \$5,000,000.00 Umbrella Coverage with \$1M Per Occurrence and \$2M Aggregate for General Liability and Employment Practices}</i></p>
<p>\$5,000,000</p>
<p>Employment Practices Liability: Per Occurrence: \$2,000,000 Aggregate: \$4,000,000</p>

<p><i>Employee Dishonesty:</i> \$250,000</p>
<p><i>Professional Liability (Errors & Omissions):</i> Per Occurrence: \$2,000,000 Aggregate: \$4,000,000</p>

With respect to (i) and (ii) above; these policies shall be endorsed to name the DCHA as an additional insured and as a loss payee as allowable per coverage.

With respect to policies described above:

- (a) These policies must be in place before the execution of the contract, as in-force insurance is a condition precedent to the contract;
- (b) Contractor shall provide DCHA with Certificate of Insurance **annually** as evidence of the limits of coverage described above;
- (c) In the event the Contractor’s insurance expires during the term of the contract, Contractor shall provide DCHA with copies of renewal certificates thirty (30) days prior to the expiration date of the expiring coverage;
- (d) Insurance contracts shall require the insurance company to notify DCHA in the event of a substantial change in coverage during the policy term; and
- (e) The insurance provider must have an A.M. Best Company rating of A-VIII or higher by companies authorized to do business and in good standing in the District of Columbia, on such conditions, and with such beneficial interest appearing thereon as shall be acceptable to the DCHA.

In the event a claim arises out of this contract, the Contractor will promptly notify the DCHA Contracting Officer Technical Representative (COTR), and the DCHA Office of Risk Management (ORM) at (202) 535-1800 or email ORM@dchousing.org. In addition, the Contractor will investigate and furnish the DCHA COTR and ORM with reports of all accidents, claims and potential claims for damage or injury and will cooperate with its insurers and those of DCHA.

D.5 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless HUD and DCHA, and its respective employees, agents, contractors, Board of Commissioners, members, managers and other representatives (the “Indemnified Parties”), from any loss, cost, damage, claim, demand, suit, liability, judgment and expense (including any attorney fees and other costs of litigation) arising out of or resulting from or in connection with any work called for or performed under this contract, any breach by the Contractor, its

agents, and employees of any provision of this contract, or any negligent or bad faith act(s) or omission (s) or the negligent performance of this contract by the Contractor, its agents, and employees or any other person or entity for which the Respondent may be responsible. Any provisions or limits of insurance set forth in this contract shall not limit the Contractor's liability. At its own expense, the Contractor shall obtain the necessary insurance coverage acceptable to DCHA to comply with this indemnification requirement; provide evidence of such coverage to DCHA and such coverage shall be in place before the execution of the contract awarded and as a condition to it. This insurance is primary to, and will not seek contribution from, any other insurance available to an additional insured under your policy.

D.6 OPTION TO EXTEND THE TERM OF THE CONTRACT- [RESERVED]

D.7 METHOD OF COMPENSATION- [RESERVED]

D.8 TASK ORDERS-[RESERVED]

D.9 CEILING PRICE-[RESERVED]

D.10 AFFIRMATIVE ACTION PROGRAM

Respondent shall submit two (2) copies of an Affirmative Action Plan (AAP) and Goals and Timetables (G&T) "Compliance with Equal Opportunity Obligations in Contracts" and the Office of Human Rights Regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts" promulgated August 15, 1986.

D.11 SECTION 3 REQUIREMENTS- [Mandatory for All Respondents]

All contractors shall comply with the Section 3 program, as defined in the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3), amended by the Housing and Community Development Act of 1992 (1992 Act commonly known as and herein after as the Section 3 Program). Section 3 compliance requires all contractors performing work on behalf of DCHA or any of its subsidiaries to ensure that training, employment, contracting and other economic opportunities generated by the federal financial assistance shall, to the greatest extent feasible, be directed toward low-income and very-low-income persons, particularly those who are recipients of government assistance for housing.

Contractors and subcontractors will:

1. Incur all costs required for compliance with the applicable regulations;
2. Be subject to DCHA monitoring for compliance, and
3. Accept any applicable penalties for non-compliance.

The contractor must include a signed copy of the Section 3 Contractor Compliance Agreement and a complete, compliant Section 3 Action Plan as part of its proposal to be considered for contract award. The required documents can be

found in the solicitation's attachments. The Section 3 Contractor Compliance Agreement should be read in its entirety before completing the Section 3 action plan since it provides details about DCHA's Section 3 policy.

Please consult Sandra Littles, Job Development Specialist, in the DCHA Office of Resident Services at 202-645-5023 or slittles@dchousing.org for additional information or assistance with the completion of your Section 3 Compliance Agreement and/or Section 3 Action Plan.

D.12 RESTRICTION ON DISCLOSURE AND USE OF DATA

A Respondent including proprietary or confidential information in its proposal shall conspicuously display the following information on the first page of the Proposal if the Respondent does not want the proprietary or confidential information to be disclosed to the public for any purpose or used by DCHA except for evaluation purposes:

- a) That the proposal includes proprietary or confidential information that shall not be disclosed outside of DCHA and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the proposal;
- b) That if a contract is awarded to the Respondent, DCHA shall have the right to duplicate, use or disclose the proprietary or confidential information to the extent provided in the contract;
- c) That this restriction does not limit DCHA's right to use the proprietary or confidential information if it is obtained from another source without restriction;
- d) That the Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction; and
- e) The Respondent shall not designate as proprietary or confidential information the name of the Respondent, the proposal price, or any information that is not actually proprietary or confidential.

In addition to the requirements above, the Respondent shall conspicuously mark each separate sheet containing proprietary or confidential information it wishes to restrict with a notation to the effect that the use or disclosure of proprietary or confidential information contained on the sheet is subject to the restriction set forth on the first page of the proposal.

D.13 RESPONSIBLE CONTRACTORS

DCHA will only award contracts to responsible Contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a Respondent, DCHA will consider such matters as the Respondent's:

- a) Integrity;

- b) Compliance with public policy;
- c) Record of past performance; and
- d) Financial and technical resources

Before a proposal is considered for award, the Respondent may be requested by DCHA to submit documentation regarding any of the items in the paragraphs above. Failure by the Respondent to provide such additional information shall render the Respondent ineligible for award. In addition, DCHA may conduct site visits to the Respondent's office or facility to verify information contained in the proposal.

D.14 EMPLOYEE DISHONESTY INSURANCE

Upon contract award, Contractor shall provide evidence of Employee Dishonesty Insurance for an amount not less than Two Hundred Fifty Thousand Dollars (\$250,000.00), obtained at its own expense, for the purpose of protecting against dishonest acts of the Contractor and its employees. DCHA must be named as the loss payee. The insurance company, form, limits and content of such coverage will be subject to the approval of DCHA.

D.15 RESPONDENT'S KEY PERSONNEL

The key personnel specified in the Respondent's proposal are considered to be essential to the work being performed under the contract. Prior to diverting any of the key personnel for any reason(s), the Contractor shall notify the Contracting Officer in writing at least thirty (30) days in advance and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract.

D.16 CONSENT TO SUBCONTRACT

The Respondent must obtain the written consent of DCHA to subcontract any portion of the work. All Respondents are required to include in their proposal a list of any proposed subcontractors, and a list of tasks/items, if any, which the Respondent intends to subcontract all or any portion of work.

D.17 FAIR HOUSING EQUAL OPPORTUNITY CLAUSE

During the performance of the contract, the Contractor shall not discriminate on the basis of race, color, religion (creed), sex, national origin, handicap or familial status, or the existence or use of a policy or practice, or any arrangement, criterion or other method of administration which has the effect of denying Equal Housing Opportunity, or which substantially impairs the ability of persons to apply for or receive the benefits of assistance because of race, color, religion (creed), sex, national origin, handicap or familial status, in the sale, rental or other disposition of residential properties or related

facilities, including land to be developed for residential use, or in the use or occupancy thereof.

D.18 THE AMERICAN WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Contractor and all of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §2101, *et.seq.*

D.19 SECTION 504 OF THE REHABILITATION ACT OF 1973 (AS AMENDED)

During the performance of the contract, the Contractor and all of its subcontractors shall comply with the Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against persons with disabilities in federally funded programs and activities. DCHA has entered into a Voluntary Compliance Agreement that requires a minimum of six percent (6%) of the public housing units constructed will comply with Uniform Federal Accessibility Standards (“UFAS”). DCHA may require more than six percent (6%) in an applicable revitalization plan. In addition, all other units constructed must comply, as applicable, with the Fair Housing Act guidelines on accessibility. See 29 U.S.C. §794.

D.20 NO WARRANTY

Respondent is required to examine the RFP, specifications and instructions pertaining to the services required. Failure to do so will be at the Respondent’s own risk. It is assumed that the Respondent has made full investigation so as to be fully informed of the extent and character of the services requested and of the requirements of the specifications. No warranty is made or implied as to the information contained in the RFP, specifications, and/or instructions.

D.21 EXPENSE OF THE RFP SUBMISSION

All expenses incurred in the preparation and submission of proposals in response to the RFP shall be borne by the Respondent.

D.22 CANCELLATION

DCHA reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of DCHA. DCHA further reserves the right to waive any minor information on any proposal received, if it is in the best interest of DCHA to do so. The decision as to who shall receive a contract award, or whether or not an award shall be made as a result of this RFP, shall be at the sole and absolute discretion of DCHA.

D.23 PROTEST

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations. It is the policy of DCHA to encourage the informal resolution of contractual issues. Initially, the Contracting Officer will respond to contract award determinations informally, with a request for a solicitation debrief. DCHA will respond within five (5) calendar days.

Any party involved in a dispute with DCHA related to any procurement decision that has unfavorably affected the aggrieved party is entitled to a resolution of the dispute in a timely manner and in accordance with applicable local or Federal law. The protestor, as defined below, in all instances, must pursue a remedy through the established administrative procedures of DCHA prior to pursuing protest with the Federal agency, defined below. Guidelines and procedures that must be followed are presented herein.

DEFINITIONS

Contracting Officer. The person within DCHA or DCHA duly authorized by the governing body thereof to administer contracts for, and in the name of DCHA or its instrumentality applicable.

Executive Director. The Executive Director of the District of Columbia Housing Authority (DCHA).

Federal Agency. Unless otherwise defined, the United States Department of Housing and Urban Development (HUD).

Protester. Any Respondent to a solicitation made by DCHA who has submitted a bid, quotation, or proposal that contains all the material requirements of the solicitation who has received an unfavorable decision concerning the results thereof and has a valid basis to challenge the award decision; or any Respondent who files a complaint based on the content of the RFP, prior to the proposal due date, based on specific facts giving rise to any such complaint.

PROCEDURES

1. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days of contract award by the Contracting Officer on behalf of DCHA, or the protest will not be considered, unless a different time period has been established, if applicable. In such cases, the time-period set forth in the solicitation and/or contract prevails. The complaint must be in writing, and at a minimum must identify the name, address and phone number of the Protestor; Solicitation number and project title; a detailed statement of the basis for the protest; supporting evidence or documents to substantiate any arguments; form of relief requested.

2. The Contracting Officer may suspend the procurement pending resolution of the protest, if warranted by the facts presented.
3. The Contracting Officer shall issue a written decision to the Protestor within ninety (90) days of its receipt by certified mail with return receipt requested. The written decision shall state a description of the claim; a reference to the pertinent clause; a statement of the factual areas of agreement or disagreement; a statement of the Contracting Officer's decision with supporting rationale; and a statement referencing appeal rights.
4. The Contracting Officer's Final Decision may be appealed to the DCHA Executive Director through the Office of the General Counsel. Such request must be in writing and made within ten (10) calendar days of receipt of the Contracting Officer's decision.
5. The DCHA Executive Director's decision may be appealed to the District of Columbia Board of Contract Appeals (CAB) or other court of competent jurisdiction as determined and agreed to by the Parties. The appeal must be filed within thirty (30) days of receipt of the decision rendered by the DCHA Executive Director, or other time period required by the selected court of competent jurisdiction, as applicable.
6. The DCHA Board or Commissioners has no jurisdiction over Bid Protests.

All protests, except those directed to CAB, shall be addressed to the administrative offices of DCHA. The address of the administrative offices of DCHA is as follows:

District of Columbia Housing Authority
Office of Administrative Services
Contracts and Procurement
1133 North Capitol Street, N.E. Suite 300
Washington, D.C. 20002-7599
Attn: Contracting Officer

D.24 BEST AND FINAL OFFERS

DCHA may award a contract upon the basis of initial responses received, without discussion. Therefore, each initial Proposal should contain the Respondent's best terms from a cost and technical standpoint. However, if discussions are held with one Respondent, all Respondents within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written best and final offers ("BAFO's") at the designated date and time. If modification is submitted, it must be received by the date and time specified and is subject to the "Late Submission, Modifications and Withdrawals of Proposals" provision of this solicitation.

After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in DCHA's best interest to do so. If discussions are opened, the Contracting Officer shall issue an additional request for best and final offers to all Respondents still within the competitive range.

D.25 DAVIS BACON REQUIREMENTS

Wages under DCHA's construction agreements must be paid in accordance with a wage determination issued pursuant to the Davis-Bacon Act by the United States Department of Labor or by HUD.

- a) Contractors construction agreements must affirm that:
 - 1) The Contractor is responsible for paying not less than the applicable wage rates to all employees engaged in work under the contract and ensuring that any subcontractors also pay not less than the applicable wage rates; and
 - 2) The Contractor shall submit a certified payroll report and compliance statement to DCHA each week during the contract period. A separate payroll report shall be submitted for Contractor and each subcontractor.
- b) DCHA shall assure that all other compliance requirements for recruitment, referral and placement are fulfilled by Contractor. Specific goals or requirements will be included in each agreement.
- c) Contractor shall execute a written affirmation of its compliance with all Davis-Bacon compliance matters.
- d) Contractor shall submit periodic reports to DCHA's Contracting Officer detailing all Davis-Bacon compliance matters.
- e) DCHA may conduct periodic site visits and meetings with Contractor to ensure compliance.
- f) Contractor shall ensure that all subcontractors are fully compliant with Davis-Bacon wage requirements. Contractor shall incorporate this requirement in all subcontractor agreements and ensure compliance.

D.26 MCNAMARA - O'HARA SERVICE CONTRACT ACT

Contractor shall be required to comply with the requirements of the McNamara-O'Hara Service Contract Act of 1965 (SCA), as amended, 41 U.S.C. 351, *et seq.*, and the implementing regulations found in 29 C.F.R. 4. The McNamara-O'Hara Service Contract Act requires contractors and subcontractors performing services on prime contracts in excess of \$2,500 to pay service employees in various classes no less than the wage rates and fringe benefits found prevailing in the locality, or the rates (including prospective increases) contained in a predecessor contractor's collective bargaining agreement. For prime contracts in excess of \$100,000, contractors and

subcontractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over forty (40) in a workweek.

D.27 SELECTION NON-BINDING

The selection by DCHA of a Respondent to be s the most responsive or included in the competitive range indicates only DCHA's intent to negotiate with the Respondent, and the selection does not constitute a commitment by DCHA to execute a final agreement or contract with the Respondent.

Respondents therefore agree and acknowledge that they are barred from claiming to have detrimentally relied on DCHA for any costs or liabilities incurred as a result of responding to this solicitation.

D.28 QUALIFIED BIDDERS LISTING (QBL)- [RESERVED]

SECTION E - EVALUATION FACTORS FOR AWARD

E.1 EVALUATION OF PROPOSALS

All proposals will be evaluated based on the evaluation criteria outlined below. The Contracting Officer will determine a competitive range based on the established criteria and point system. The Evaluation Panel may consider a proposal unacceptable if it lacks critical information or the submission represents a major deviation from the requirements of this RFP. Minor omissions such as, incomplete references may, at the sole option and discretion of the DCHA, be corrected subsequent to the submission due date.

All proposals will be initially reviewed to determine compliance with the proposal format requirements specified within this solicitation under Section C. Proposals that do not comply with these requirements may be rejected without further review.

Based on the outcome of the evaluation process, a written report summarizing the solicitation process and its findings will be prepared and submitted to the source selection official(s). DCHA will make an award to the most responsible and responsive Respondent whose offer conforms to the solicitation and is most advantageous to DCHA (i.e., that which represents the best value to DCHA), cost or price and other factors considered.

The Executive Director shall make the final recommendation to the DCHA Board of Commissioners. The DCHA Board of Commissioners shall make the final selection.

The evaluation factors and the comparative scoring of the factors shown in Section E.3 below will be used to determine which Respondents fall within the competitive range and the recommendation made to the Executive Director.

E.2 RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

DCHA will make an award to the most responsible and responsive Respondent(s) whose proposal conforms to the solicitation and is most advantageous to the DCHA (i.e., that which represents the best value to the DCHA), cost or price and other factors considered.

DCHA may award a contract to other than the lowest priced proposal. In the event that two (2) or more proposals are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most responsive.

The proposed cost must be considered reasonable and reflect the proposed approach.

DCHA may select multiple Development Partners for Sursum Corda Turnkey & Sibley Townhomes Housing Community Developer.

The combined relative merit of the technical evaluation factors listed below will be more significant than the financial plan in the selection of the Contractor.

E.3 EVALUATION AND SELECTION CRITERIA

Respondents are required to respond thoroughly to each of the following evaluation criteria, with focus on providing answers that are both clear and concise. If any requirement listed cannot be met, full disclosure must be given, along with an explanation and proposed alternative, if appropriate.

The following evaluation factors will be used in determining the competitive range, **with a total possible score of 240.0 points.**

Proposals will be evaluated with points assigned to each section as follows:

Criteria	Maximum Points
TECHNICAL PROPOSAL	
<p>Development Approach and Schedule: Quality of overall plan for managing and executing the redevelopment process and fulfilling all of DCHA’s development requirements and objectives enumerated in Section B 1.7. Ability to execute proposed development approach in a timely manner.</p> <p>Describe in detail the overall concept and approach for the Sites by providing an executive summary and overview of the following key components:</p> <ul style="list-style-type: none">• Site plan• Massing• Construction management• Marketing and property management of completed buildings	<p style="text-align: center;">50</p>

Detailed Development Conceptual Vision: Quality and feasibility of redevelopment concept, including program, phasing, site plan, massing, and the ability of the development concept to meet the goals and objectives outlined in this RFP.	50
DCHA Participation: Evaluation of how the team anticipates DCHA participating, financially or otherwise, in the redevelopment of the site.	20
Risk Mitigation Plan: Ability of the team to mitigate financial and other risks associated with redevelopment sites.	10
Resident Community and Stakeholder Outreach Plan: Ability of the Team to execute meaningful resident, community, and stakeholder outreach.	10
Section 3 1. <i>Hiring Section 3 Residents- 6 Points</i> 2. <i>Contracting to Section 3 Business Concerns- 6 Points</i> 3. <i>Other Economic Opportunities- 4 Points</i> 4. <i>Past Performance- 4 Points</i>	20
MBE/WBE/SBE/VBE/LSA/S3B Contracting Action Plan <i>Complete Exhibit 2, Exhibit 3, and Attachment J to propose an Economic Inclusion Plan. Plans will be evaluated on the basis of proposed goal and evidence and certification that the Respondent will comply with the requirements of DCHA's Economic Inclusion Policy.</i>	20
FINANCIAL PLAN	
Financial Plan: Quality and feasibility of proposed financing for planning, implementation, and construction of redevelopment. Evidence of the ability to execute the financing plan based on proposed private and public sources of funding. The financial pro forma should be reasonable, complete, and based on sound assumptions and inputs. As relevant, DCHA will seek business terms that are most advantageous to DCHA.	60
TOTAL MAXIMUM POINTS	240

SECTION F-TIMETABLE (SELECTION PROCESS)

F.1 TIMETABLE

DCHA will endeavor to follow the timetable set forth below; however, the activities and timetable represented below are a guideline only and are subject to change at DCHA's sole discretion and without prior notice:

Advertise Date	Sunday, September 6, 2020
Issuance of RFP	Wednesday, September 9, 2020
Pre-Proposal Conference	Monday, September 28, 2020
Deadline for Submission of	Monday, October 5, 2020

Inquiries/Questions	
Submission of Proposals	Tuesday, November 10, 2020
Evaluation Period	Beginning November 14, 2020
DCHA Board Committee Review (if applicable)	TBD
Presentation to DCHA Board of Commissioners for Contract Approval (if applicable)	TBD
Contract Award	TBD

DATES IDENTIFIED ABOVE ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF DCHA.

ALL PROPOSALS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY DCHA. THE RESPONDENT(S) RECEIVING THE HIGHEST RATING, BASED ON THE CRITERIA PRESENTED ABOVE, WILL BE SELECTED AS BEING THE MOST CAPABLE OF PROVIDING THE SERVICES AND SUPPLIES IN A MANNER THAT IS MOST ADVANTAGEOUS TO DCHA, COST AND OTHER FACTORS CONSIDERED. DCHA MAY REJECT ANY OR ALL PROPOSALS THAT ARE DETERMINED NOT TO BE IN DCHA'S BEST INTEREST. IN ADDITION, DCHA RESERVES THE RIGHT TO WAIVE ANY MINOR INFORMALITIES OR MINOR IRREGULARITIES IF IT SERVES DCHA'S BEST INTEREST IN DOING SO.

SECTION G – EXHIBITS, APPENDICES & ATTACHMENTS

G.1 EXHIBITS

- [Exhibit 1-](#) Development and Phasing Plan
- [Exhibit 2-](#) Economic Inclusion Forms
- [Exhibit 3-](#) Economic Inclusion Table
- [Exhibit 4-](#) Proposed Business Terms
- [Exhibit 5-](#) Financial Model Information Live File
- [Exhibit 6-](#) Exclusive Right to Negotiate (ERN)

G.2 APPENDICES

- [Appendix I-](#) DCHA Economic Inclusion Policy

G.3 ATTACHMENTS

- [Attachment A-](#) HUD 5370 General Conditions for Construction Contracts/Development

<u>Attachment B-</u>	Tax Certification Affidavit
<u>Attachment C-</u>	Non-Collusive Affidavit
<u>Attachment D-</u>	Certificate of Eligibility
<u>Attachment E-</u>	Contract Compliance Requirements
<u>Attachment F-</u>	Payments to Subcontractors and Suppliers Certificate
<u>Attachment G-</u>	HUD 5369 C Representations, Certifications of Offerors (Non-Construction)
<u>Attachment H-</u>	Statements of Bidders Qualifications
<u>Attachment I-</u>	Conflict of Interest Certification
<u>Attachment J-</u>	DCHA Section 3 Action Plan
<u>Attachment K-</u>	DCHA Section 3 Contractor Compliance Agreement
Attachment L-	RESERVED
<u>Attachment M-</u>	HUD 5369 B Instructions to Offerors Non-Construction
<u>Attachment N-</u>	Wage Determination