

SOLICITATION, OFFER, AND AWARD**1. Caption**

Financial Advisors Slate

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2. Contract Number**5. Type of Solicitation**

- ☐ Sealed Bid (IFB)
- ☐ Sole Source
- ☒ Sealed Proposals (RFP)

6. Type of Market

- ☒ Open
- ☐ Set Aside
- ☐ Open with Sub-Contracting Set Aside

3. Solicitation Number

DCHFA-24-0060

4. Date Issued

September 26, 2024

7. Issued By:

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

8. Address Offer to:Procurement@dchfa.org**Delivery**

N/A

A. SOLICITATION / CONTRACT FORM**9. Submission Deadline****Date Due** October 25, 2024.**Time Due** 2:00 p.m. local time

CAUTION: Late Submissions, Modifications and Withdrawals: Responses received after 2:00 p.m. are considered and may not be considered.

10. Agency Contact**A. Name**

Tara Sigamoni

B. E-mail Addressprocurement@dchfa.org**11. Table of Contents**

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OFFER

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

13. Acknowledgement of Amendments

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

Amendment Number**Date****Amendment Number****Date****Amendment Number****14. Offeror Contact Information**

If Offeror is a Joint Venture, add signatures of additional general partners or members as appropriate.

A. Name**B. Title****C. Address**

City, State, Zip

- ☐ Check if remittance address is different from address to the right - - Refer to Section G.

D. Phone**17. Signature****18. Date****Person Authorized to Sign Offer/Contract****AWARD (TO BE COMPLETED BY AGENCY)****15. Accepted as to Items Numbered****16. Amount****17. Name of Contracting Officer (Type or Print)**

Christopher E. Donald

18. Signature of Contracting Officer**19. Award Date**



DISTRICT OF COLUMBIA HOUSING FINANCE AGENCY

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

**REQUEST FOR PROPOSALS (“RFP”)
FINANCIAL ADVISORY SERVICES**

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

- B.1 The District of Columbia Housing Finance Agency (the “Agency” or “DCHFA”) requests proposals from qualified firms meeting the minimum qualifications to provide **Financial Advisory Services** and other related services to DCHFA for future debt financings, refinancings, as well as restructurings of outstanding debt related to its housing finance programs. DCHFA intends to establish a slate of qualified firms from which the Agency may select to serve as financial advisor on specific transactions.

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

- B.2 DCHFA contemplates multiple awards between two (2) to four (4) contracts as a result of this solicitation to serve as financial advisors on Agency financing on an as needed basis. The engagement with a firm selected in the eligible pool will be established at the time of each financing transaction. Although your firm may initially be selected to be in the eligible pool, DCHFA does not guarantee that a firm will serve as a financial advisor during the term of the slate.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 AGENCY BACKGROUND INFORMATION

- a. The Agency is a corporate body and an instrumentality of the District of Columbia which has a legal existence, separate from the District of Columbia and is empowered to act pursuant to the District of Columbia Housing Finance Agency Act (Chapter 27 of Title 42 of the District of Columbia Code, as amended, (the “Act”)).
- b. The Agency’s Executive Director is empowered by the Act to employ such officers, agents, and employees deemed necessary to operate the Agency efficiently.

- c. The Agency was established in 1979 pursuant to the District of Columbia Housing Finance Agency Act, as amended (D.C. Code Section 42-2701.01 *et seq.*), to increase the supply of affordable housing in the District of Columbia through the issuance of revenue bonds, notes and other obligations. The Agency is a corporate body with a legal existence separate and apart from the District of Columbia (the “District”). The Agency is self-sustaining, and its budget, finances, procurement, and personnel system are independent of the District government.
- d. The Agency’s bond program includes but is not limited to (i) Single Family Mortgage Revenue Bonds for acquisition, refinancing, and rehabilitation, and (ii) Multifamily Mortgage Revenue Bonds for acquisition, construction, rehabilitation, and refinancing of existing debt. In conjunction with the Agency’s multifamily bonds, developers may be entitled to 4% Low Income Housing Tax Credits under the Internal Revenue Code.
- e. The Agency also operates programs that include down payment and closing cost assistance, pre-development loans, construction monitoring services, multifamily mortgage loan servicing and a wide range of other technical assistance services that are available to prospective homeowners, developers and to the Washington D.C. Metropolitan Area at large.

C.2 SCOPE OF SERVICES

The Offeror shall provide all of the services described below:

1. Provide financial advisory services to the Agency for future issuances of debt including but not limited to: fixed rate tax-exempt, fixed rate taxable, fixed rate federally subsidized bonds, variable rate debt and other variable rate debt instruments.
2. Advise and consult with the Agency on various financing plans and alternatives and assist the Agency in choosing the structure most marketable and financially beneficial to DCHFA for each financing taking into account market conditions, economic impacts and optimal timing of financings.
3. Facilitate and support the Agency’s financing team in structuring the issuance of bonds, notes, and other obligations.
4. Assist in the preparation of future bond resolutions/indentures and any amendments thereto or amendments to the current bond resolutions/indentures in order to authorize the issuance of debt.
5. Participate as financial advisor, in bonds sales, and advise and support the DCHFA as it related to pricing efficiency and effectiveness.
6. Assist in the preparation and review of financing documents related to sale and marketing of the bonds, notes and other obligations.
7. Assist DCHFA in the financial analysis of the optimal composition of securities to be used in the establishment of escrow accounts related to refunding transactions.

8. Participate in the analysis of the financial feasibility of each financing and provide various computer-generated analyses of financing alternatives.
9. Provide advice related to the pricing/timing of each sale, amount, maturity schedule, redemption provisions and other features of the proposed bonds, notes, obligations, or other financial instruments to structure an issue which will be most marketable to investors and at the same time most financially beneficial to DCHFA.
10. Assist in the review and evaluation of the performance of the underwriters and members of each syndicate, including, but not limited to, retail order participation, if applicable.
11. Provide detailed post sale information of the transaction to DCHFA.
12. Assist in the preparation of the Preliminary Official Statement (“POS”) and Official Statement (“OS”); offering memoranda; preparation of award resolution, and any amendments thereto; and review of the bond and note purchase agreement prior to the issuance of debt. Such assistance may involve the arrangement for printing of the offering documents and distribution of documents to the relevant parties.
13. Assist in the preparation of necessary additional marketing documents in conjunction with a specific bond issue, e.g., the investor road show presentation.
14. Assist with the preparation or review of necessary documents for compliance with SEC secondary market disclosure rules, including, but not limited to, the Annual Disclosure Report as filed with Municipal Securities Rulemaking Board (“MSRB”) through the MSRB’s Electronic Municipal Market Access (“EMMA”) website.
15. At the request of DCHFA, assist in the preparation of necessary material events disclosure notices or documents for compliance with SEC secondary market filings and disclosure rules, and MSRB or EMMA requirements relating to bond financing.
16. At the request of DCHFA, assist in the selection of a trustee, paying agents, and other required fiduciaries, if applicable.
17. At the request of DCHFA, assist in the selection of liquidity providers for commercial paper issuances or other variable rate financings and review of associated liquidity agreements.
18. Submit information regarding the proposed bonds, notes or other financial instruments and related matters to financial institutions, rating agencies and insurers, and participation in related presentations and informational meetings.
19. At the request of DCHFA, assist in arrangements for any information or due diligence meetings deemed to be necessary for disclosures and marketing of the bonds and assist in making meeting arrangements with national bond rating agencies.
20. At the request of DCHFA, assist in the arrangement of printing of the POS and the OS relating to each issuance of bonds, as well as assist with the arrangement of printing, execution, and delivery of the bonds after sale. Work to obtain the most favorable terms for

such printing, taking into consideration the cost thereof, the ability of the printers to meet DCHFA's requirements for in order to obtain proofs, and the timely printing and distribution or delivery of the POS, OS, and bonds.

21. Assist in the review of DCHFA's allocation of bonds to the syndicate and achieve pricing efficiency and effectiveness for each transaction.
22. Assist DCHFA in providing information requested by regulatory agencies related to the initial sale of outstanding DCHFA bonds to the SEC, IRS, MSRB, and any other applicable entity.
23. At the request of DCHFA, attend meetings and teleconferences related to proposed financings, including, but not limited to, meetings with DCHFA's transaction syndicate group and bond counsel, pre-closing and closing meetings, meetings of the DCHFA Board and its committees, and meetings of the DC Council and its committees.
24. At the request of DCHFA, provide complimentary financial advisory services related to DCHFA's overall debt program or other projects.

C.2.1 Optional Services: Items 1 – 4 below are considered optional services. Offerors submitting proposals that do not include a response for these optional services will not be disqualified.

1. Advise and assist DCHFA in the review of required documents related to credit enhancement or lending facilities such as standby bond purchase agreements, lines of credit, liquidity facilities, and letters of credit for the Agency's bond financing programs.
2. Act as a swap advisor in interest rate swaps or other derivative transactions.
3. Advise and assist DCHFA in the review of required documents for financing programs, joint financings, and investment activities between DCHFA and other parties.
4. Perform special research, analytical projects, or other assignments unrelated to financial advisory services, as negotiated and agreed to, on a case-by-case basis, by DCHFA and the Bidder.

C.2.2 Meetings and Public Hearings: At the request of the Agency, the successful contractor shall attend all meetings and public hearings.

SECTION D: DELIVERABLES

The contractor shall describe in its proposal the deliverables it will provide.

SECTION E: RECITALS

- a. The Agency is a corporate body and an instrumentality of the District of Columbia which has a legal existence, separate from the District of Columbia and is empowered to act pursuant to the District of Columbia Housing Finance Agency Act (Chapter 27 of Title 42 of the District of Columbia Code, as amended, (the “Act”)).
- b. The Agency’s Executive Director is empowered by the Act to employ such officers, agents, and employees deemed necessary to operate the Agency efficiently.
- c. The Agency has a need for financial advisory services **as set forth in Section C** in conjunction with its activities under the Act.
- d. The resultant contract shall set forth the understanding of the Parties and the duties and obligations of the Parties to each other.

SECTION F: CONTRACT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in section E and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Contractor and the Agency agree as follows:

1. INCORPORATION OF RECITALS

The above recitals are incorporated herein by reference and made a part hereof.

2. REPRESENTATIONS AND WARRANTIES OF THE AGENCY

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

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

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

- a. The Contractor, through its authorized representative, has full power and authority to execute, deliver and perform this Contract and is authorized and in good standing under the laws of the District of Columbia.
- b. This Contract constitutes the valid, legal, and binding agreement of the Contractor, enforceable in accordance with its terms, except as otherwise limited by bankruptcy, insolvency, receivership, or other similar laws.
- c. The Contractor possesses all necessary licenses, permits, and approvals required to execute, deliver, and perform the Scope of Services under this Contract.
- d. There is no current litigation or, to the best of the Contractor’s knowledge threatened, which would adversely impede or prevent the Contractor from performing under this Contract.

- e. The Contractor will discharge its duties and responsibilities under this Contract with the degree of skill, care, and diligence that are consistent with industry standards.
- f. The Contractor has no claims against the Agency.

4. **INSURANCE – GENERAL REQUIREMENTS**

- a. Contractor, at its sole expense and during the Term of this Contract, shall procure and maintain the types of insurance as specified in this **Section 4 (Insurance)** (if applicable and as determined by the Agency). The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer (“CO”) evidencing the required coverage prior to commencing performance under this Contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an AM Best company rating of A-VII or higher.
- b. General liability, commercial auto, workers' compensation, and property insurance policies shall contain a waiver of subrogation provision in favor of the Agency.
- c. The Agency shall be included on all policies required to be maintained by the Contractor (except for workers’ compensation and professional liability insurance) as an additional insured for claims against the Agency relating to this Contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including, without limitation to, the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the Agency. The Agency’s additional insured status under the Contractor’s and its subcontractors’ Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor’s liability policies (except for workers’ compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by the Agency for all claims against the Agency arising out of the Contractor’s performance of the Scope of Services, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the Agency.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown in **Section 5 (Insurance)**, the Agency requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor.

5. **INSURANCE – REQUIREMENTS**

- a. Commercial General Liability Insurance (“CGL”). The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc.

- (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation, sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an insured contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 for each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
- b. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the DCHFA and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services. Limits may not be shared with other lines of coverage.
 - c. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits may not be shared with other lines of coverage.
 - d. Workers’ Compensation Insurance. The Contractor shall provide evidence satisfactory to the CO of Workers’ Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
 - e. Employer’s Liability Insurance. The Contractor shall provide evidence satisfactory to the CO of employer’s liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
 - f. Automobile Liability Insurance. The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment

- used by the Contractor, with minimum per accident limits equal to the greater of: (i) the limits set forth in the Contractor's commercial automobile liability policy; or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- g. Waiver of Subrogation. All insurance required pursuant to Sections 5(a), 5(b), 5(c) and 5(d) shall include a waiver of subrogation endorsement for the benefit of the Agency.
 - h. Primary and Contributory. The insurance required in this Contract shall be primary to and will not seek contribution from any other insurance, reinsurance, or self-insurance, including any deductible or retention, maintained by the Agency.
 - i. Duration. The Contractor shall carry all required insurance during the Term of the Contract and shall carry listed coverages for ten (10) years for construction projects and two (2) years for non-construction related projects.
 - j. No Limitation of Liability. The required minimum insurance requirements are established by the Agency. However, the required minimum insurance requirements shall not limit the Contractor's liability under this Contract.
 - k. Contractor's Property. Contractors and subcontractors are solely responsible for any loss or damage to their personal property, including, but not limited to, tools equipment, scaffolding, temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the Agency.
 - l. Measure of Payment. The Agency shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the Contract price.
 - m. Notification. The Contractor shall provide thirty (30) calendar days written notice prior to a coverage ending, limit change, and/or policy cancellation. The Contractor shall provide the CO with ten (10) calendar days prior written notice in the event of non-payment of premium. The Contractor shall also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the Term of this Contract.
 - n. Delivery of Certificates of Insurance. The Contractor shall include the Contract number on all Certificates of Insurance and shall promptly deliver Certificates of Insurance, endorsements indicating the required coverage, and/or certified copies of the insurance policies. If the Contractor's insurance policy, renewal certificates of insurance, and additional insured and other endorsements expire prior to the expiration of this Contract, Contractor shall promptly furnish the CO with all updated documents. For all coverage required to be maintained after the Term of this Contract, the Contractor shall submit all required documentation evidencing the required coverage to the CO on an annual basis, as coverage is renewed or replaced.

6. **DISCLOSURE OF INFORMATION**

The Contractor agrees that the Agency may disclose the name and contact information of its insurers to any third party which presents a claim against the Agency for any damages or claims

resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors pursuant to this Contract.

7. LIABILITY

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

8. INDEMNIFICATION

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

9. INSPECTION AND ACCEPTANCE

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

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

If rejected, Contractor must repair, correct, or replace nonconforming deliverables or re-perform nonconforming services, at no increase to contract price. If repair, correction, replacement, or re-performance by Contractor will not cure the defects or is not possible, Agency may terminate the Contract under **Section 16 (Notice of Default and Opportunity to Cure)**, below, and, in addition to any other remedies, may reduce the Contract price to deduct amounts for the defective work.

10. COUNTERPARTS

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

11. GOVERNING LAW

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

12. ASSIGNMENT

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

13. ENTIRE AGREEMENT; MODIFICATION

This Contract constitutes the entire agreement between the Parties. There are no promises or other agreements, oral or written, express or implied other than as set forth in this Contract. No

change or modification of or waiver under this Contract shall be valid unless it is in writing and signed by a duly authorized representative of the Party against which it is to be enforced.

14. SEVERABILITY

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

15. ANTI-FRAUD REPORTING

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

16. NOTICE OF DEFAULT AND OPPORTUNITY TO CURE

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

17. EXCLUSIVE AGREEMENT

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

18. INVALIDITY OF PROVISIONS

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

19. CONTEXT OF WORDS

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

20. NOTICE

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

To the Agency: **The District of Columbia Housing Finance Agency**
815 Florida Avenue, N.W.,
Washington, D.C. 20001
Attention: VP, Procurement & Administrative Services

To the Contractor: _____

Attention: _____

21. ABSENCE OF INTEREST

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

22. NO PARTNERSHIP

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

23. NO WAIVER

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

24. NONDISCLOSURE OF CONFIDENTIAL INFORMATION

Contractor shall not use or retain any Confidential Information (hereinafter defined) for its own use or for any reason other than to carry out the Scope of Services. Confidential Information shall mean any oral, written, graphic or machine-readable information, including but not limited to, any personally identifiable information related to the Agency's programs, partners, employees, or borrowers including, but not limited to, names, addresses, social security numbers, telephone numbers, e-mail addresses, financial and similar information, regardless of the manner in which it was furnished or obtained by Contractor. Contractor shall take all reasonable measures to protect the privacy of the Confidential Information in order to prevent it from public disclosure or unauthorized use or access by persons or entities not authorized under this Contract. Access to Confidential Information shall be limited to the Contractor **only** who has a need to access the Confidential Information in their official capacity to carry out the Scope of Services. Confidential Information shall not be directly or indirectly disclosed, reproduced, copied, disseminated, published, furnished, provided, or otherwise made available to any person, firm partnership, limited liability company, corporation, government, association, institution, or other entity, without the prior written consent of the Agency for the term of the Contract and after the termination of the Contract. Upon termination of the Contract, Contractor shall return any Confidential Information to the Agency, delete the Confidential Information, and no longer access it. Contractor shall notify the Agency immediately, no later than 24 hours,

of any actual or suspected breach, misuse, misappropriation, or unauthorized disclosure of the Confidential Information. Contractor's company shall be personally liable, and Contractor may also be personally liable for any violations of the terms of this **Section 24**.

25. ORDER OF PRECEDENCE

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

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

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

26. TERM OF CONTRACT

- 26.1 The term of this Contract shall be for a period not to exceed one (1) year from the Date of Award on Page 1, Section 19 Effective Date (the "Term"). The Parties may extend the Term of this Contract by exercising a maximum of three (3) one-year option periods. Option periods may consist of a year, a fraction thereof, or multiple successive fractions of a year. The Agency shall provide notice of its intent to renew an option period prior to the expiration of this Contract. The exercise of an option period is subject to the availability of Agency funds at the time of the exercise of the option.
- 26.2 If the Agency exercises this option, the extended contract shall be considered to include this option provision.
- 26.3 The price for the option period(s) shall be as included in the price schedule.
- 26.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.
- 26.5 This Contract may be terminated by either Party without cause after providing thirty (30) calendar days advance written notice.
- 26.6 The Term may be shortened in accordance with this Section and **Section F.16, (Notice of Default)** of this Contract.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall create and submit payment requests in an electronic format to the CA.

G.2.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified.

G.2.3 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.3.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal).

G.2.3.2 Contract number and invoice number.

G.2.3.3 Description, price, quantity, and the date(s) that the supplies or services were delivered or performed.

G.2.3.4 Other supporting documentation or information, as required by the Contracting Officer.

G.2.3.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent.

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

G.2.3.7 Authorized signature.

G.3 PAYMENT

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

G.4 CONTRACTING OFFICER (CO)

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

Christopher E. Donald
Executive Director and CEO
District of Columbia Housing Finance Agency
815 Florida Avenue, N.W.
Washington, D.C. 20001

G.5 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.5.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.5.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.5.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.6 CONTRACT ADMINISTRATOR (CA)

- G.6.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.6.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.6.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.6.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.6.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers; and
 - G.6.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices or vouchers.

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

Steve Clinton
Chief Financial Officer
D.C. Housing Finance Agency
815 Florida Avenue, NW
Washington, DC 20001
scClinton@dchfa.org

- G.6.3** The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications.
2. Grant deviations from or waive any of the terms and conditions of the contract.
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor.
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.6.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the Agency, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

H.1 CONTRACT AWARD

H.1.1 Method of Award

The Agency intends to award multiple contracts, approximately between two (2) to four (4) firms, resulting from this solicitation to the responsible offeror, whose offer conforming to the solicitation, will be most advantageous to the Agency, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

The Agency intends to select a pool of firms eligible to serve as financial advisors on Agency financings.

DCHFA expects to select approximately two (2) to four (4) firms to be eligible to serve as a financial advisor. The engagement with a firm selected in the eligible pool will be established at the time of each financing transaction. Although your firm may initially be selected to be in the eligible pool, DCHFA does not guarantee that a firm will serve as a financial advisor during the term of the slate.

DCHFA does not represent or guarantee that any number of financings will be completed

H.1.2 Selection of Negotiated Process

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

H.1.3 BEST AND FINAL OFFERS

H.1.3.1 If, subsequent to receiving original proposals and negotiations are conducted, all offerors chosen by the Agency will be so notified and will be provided an opportunity to submit written

best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror or negotiate with the highest ranked offeror.

H.2 PROPOSAL ORGANIZATION AND CONTENT

H.2.1 Proposals must be submitted no later than 2:00 p.m. local time on October 25, 2024.

H.2.2 All proposals and attachments shall be submitted as a .pdf file via email to procurement@dchfa.org. The Agency will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

H.2.3 The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal.

H.2.4 The offeror shall label each attachment, i.e., “Technical Proposal – Offeror Name”, “Price Proposal – Offeror Name.”

H.2.5 Offerors are directed to the specific proposal evaluation criteria found in Section I of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the Agency to evaluate the offeror’s response. The offeror shall submit information in a clear, concise, factual, and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation of all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

H.2.6 Offerors shall complete, sign, and submit all Representations, Certifications and Acknowledgments as appropriate.

H.2.7 Proposal Content

H.2.7.1 All proposals shall be prepared in a straightforward and concise manner, delineating the Offeror’s capabilities to satisfy the requirements of this RFP. Offerors are requested to write their proposals so that their responses correspond to and are identified with the specific sections and subsections of this RFP. Please provide complete but succinct responses to the following:

A. Transmittal Letter

A transmittal letter on the Offeror’s stationery, signed by an individual who is authorized to bind the company to all statements in the proposal and the services and requirements as stated in the RFP. Also, any exceptions to this RFP or the terms and conditions outlined must be clearly identified in the transmittal letter.

B. Background Information

1. Organizational documents (e.g., Articles of Incorporation).

2. Certificate(s) of Good Standing from the District of Columbia and your home jurisdiction.
3. General overview or description of the qualifications and experience of your company.

H.3 PROPOSAL SUBMISSION DATE AND TIME, LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWALS OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

H.3.1 Proposal Submission

Proposals must be submitted no later than October 25, 2024. Proposal package, modifications to the proposal, or requests for withdrawals that are received in the designated office after the exact local time specified above, are "late" and shall be considered only if it is the only proposal package received.

H.3.2 Withdrawal or Modification of Proposals

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

H.3.3 Late Modifications

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

H.3.4 Late Proposals

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

H.3.5 Proposals Remaining Open

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

H.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offerors shall submit questions no later than seven (7) calendar days after the pre-proposal conference, if applicable or seven (7) days prior to the date set for receipt of offers. The Agency will furnish responses promptly to all prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it

would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

H.5 UNNECESSARILY ELABORATE PROPOSALS

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

H.6 RETENTION OF PROPOSALS

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

H.7 PROPOSAL COSTS

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

H.8 ACKNOWLEDGMENT OF AMENDMENTS

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

H.9 LEGAL STATUS OF OFFEROR

H.9.1 Each proposal must provide the following information:

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

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

- a. If the Proposer/Equity Member is a corporation or includes a corporation as a joint venture

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

H.10 FAMILIARIZATION WITH CONDITIONS

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

H.11 GENERAL STANDARDS OF RESPONSIBILITY

- H.11.1 The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor

must submit relevant documentation within five (5) days of the request by the Agency.

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

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

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

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

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

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

H.12 ADDITIONAL PROVISIONS

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

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

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

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

SECTION I: EVALUATION FACTORS

I.1 EVALUATION FOR AWARD

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

I.2 TECHNICAL RATING (80 POINTS MAXIMUM)

I.2.1 Technical Rating Scale

The Technical Rating Scale is as follows:

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

I.2.2 Weighting Mechanism

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

I.3 EVALUATION CRITERIA

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

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

Technical Evaluation Factors
Factor A – Minimum Qualifications
Factor B – Financial
Factor C – Proposed Project Team and Past Performance
Factor D – Methodology

FACTOR A - MINIMUM QUALIFICATIONS

Offerors shall have the following minimum qualifications to be considered eligible to participate in this solicitation. It is the responsibility of the Offeror to ensure and certify that it meets the minimum qualifications. Offerors not meeting all of the following criteria will not have their offers considered for an award.

1. The Offeror shall be registered as a Municipal Advisor pursuant to requirements of the Municipal Securities Rulemaking Board and at least one (1) member of the team must have passed the MSRB's Municipal Advisor Representative Qualification Examination (the "Series 50").
2. The Offeror shall be capable of performing all of the services as described in the Scope of Services: Technical Specifications/ Detailed Scope of Work.
3. As of July 1, 2024, the Offeror shall have:
 - (1) at least fifteen (15) years of continuous experience in providing financial advisory services to housing finance agencies.
 - (2) at least fifteen (15) years of continuous experience with at least five (5) local and /or state housing finance agencies; and

- (3) experience during the past five (5) years working with financing programs for housing finance agencies that involved a variety of single family and multifamily housing bonds issued in stand-alone and under parity indentures and secondary market financings (such as TBA) involving typical and innovative structures.
4. The Offeror shall demonstrate sufficient capacity to produce bond cash flows for housing finance programs as required by rating agencies, to manage secondary market trades/settlements, and to provide advice on derivative products related to housing finance programs.

FACTOR B - FINANCIAL RESPONSIBILITY

1. Provide a brief description of the organization's history, including address and contact information for the principal office, number of years in existence, ownership, and affiliated companies and relationships.
2. During the two (2) year period ending December 31, 2023, describe any recent or planned downsizing of your firm pertaining to advisory services for housing finance agencies.
3. During the five (5) year period ending December 31, 2023, list any municipal financings for which any proposed team member, or the firm, was or is involved as financial advisor that has been the subject of an adverse determination by or a settlement agreement with the IRS, Treasury, SEC, MSRB, or other securities regulatory body, and describe the results there from.
4. During the five (5) year period ending December 31, 2023, describe to what extent, if any, the firm or any of its directors or other executive management are now, or have been, under indictment, investigation, or court order, or engaged in litigation (other than routine litigation such as small individual customer related lawsuits) by the SEC, MSRB, or other securities regulatory body relating to financial advisory services provided by your firm. If any such condition exists, or existed in the time period specified, discuss the outcome and to what extent this could impair the level of service of the firm.
5. During the two (2) year period ending December 31, 2023, list and explain any situation(s) in which your firm has been discharged for cause as financial advisor.

FACTOR C PROPOSED PROJECT TEAM AND PAST PERFORMANCE

For items #1 through #5 in this Section, provide the following information for each of the proposed team members who will be assigned to the DCHFA account. For the purposes of this Section, indicate the assigned team members who shall function as advisor, assistant advisor, and primary DCHFA advisor. Indicate experience with current and prior firms, if applicable.

1. Provide the names, functions and general backgrounds of the three (3) individuals who will be assigned to the DCHFA account.
2. Provide references, including email addresses, from two (2) municipal clients, with at least one being a public or state HFA, for which these individuals have provided financial advisory services within the past three (3) years.

3. List the years of experience in housing finance for each assigned team member.
4. For the five (5) year period ending December 31, 2023, provide for each assigned team member an enumerated listing, including the total number of financings for each team member, of bond issues specified in the following categories:
 - a. Housing finance fixed rate tax exempt financings for single family programs.
 - b. Housing finance fixed rate tax exempt financings for multi-family programs.
 - c. FHA risk share taxable pass-through financings.
 - d. Tax exempt variable rate financings.
5. For the three (3) year period ending December 31, 2023, please answer “Yes” or “No” for each proposed assigned advisor in each category listed below for experience.
 - a. Interest rate swap agreement transactions or related hedging transactions of housing finance agencies (bond transaction related).
 - b. Yield restrictions, arbitrage rebate issues, tax implications relating to transferred proceeds, and private use.
 - c. Short-term bridge financing for Federal Finance Bank (“FFB financing”).
 - d. Property Assessed Clean Energy (“PACE”) financing.

FACTOR D– METHODOLOGY

The contractor’s proposal should include a detailed response to the following questions:

1. In an upward interest rate environment with potential increased capital costs, describe advice on short term project financing through either (1) warehouse line of credit or (2) issuance of a commercial paper program, in order to achieve optimal risk and costs of capital structure.
2. Based upon the current interest rate environment, provide potential opportunities on restructuring and or refunding of DCHFA’s debt currently outstanding to achieve debt service savings.
3. Based upon the current market, provide recommendations on DCHFA’s financing options/strategies and provide a brief discussion of the advantages and disadvantages relating to overall profitability, cost of funds, and financial risks for the following programs and **please limit your response to this question 3, to two (2) pages:**
 - a. DCHFA’s DC Open Doors Down Payment Assistance (DPA) Program.
 - b. DCHFA’s Single Family TBA program- Mortgage Backed Securities (“MBS”) execution.
 - c. MRB financing vs. MBS execution for the Agency’s Single Family program.
4. Based upon the current market, provide recommendations on DCHFA’s short term debt financing options, provide a discussion of advantages and disadvantages relating to the overall cost of funds, need for liquidity support, and financial risks such as: renewal risk and put risk. Please recommend not more than three (3) financing options. **Please limit your response to this question 4, to two (2) pages.**

5. Discuss your marketing/financial strategies related to the following:
 - a. Broaden investor base for DCHFA's bonds.
 - b. Strengthen credit and create financial subsidy for the DCHFA's newly established parity indenture.
 - c. Enhance the DCHFA's transactions pricing efficacy.
6. Include the deliverables that will be provided as a result of this contract to include timelines.

I.3.1 Price Criterion

The contractor shall provide its pricing model for the services listed above.

The Agency will evaluate the overall value offered by the proposal, considering the quality of insights and potential cost benefits.

I.3.2 Preference Points (12 Points Maximum)

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

I.3.3 Total Points

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

I.4 EVALUATION OF JOINT VENTURES

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

- I.4.5.1 In the case of a pre-established relationship, each company must be qualified to perform its work with the highest level of skill and diligence required to fulfill responsibilities owed to the Agency.

I.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

I.5.1 Application of Preferences

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

- a. Any prime offeror that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- b. Any prime offeror that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- c. Any prime offeror that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- d. Any prime offeror that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- e. Any prime offeror that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- f. Any prime offeror that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- g. Any prime offeror that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.
- h. Any prime offeror that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

I.5.2 Maximum Preference Awarded

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

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

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

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

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

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

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