



SOLICITATION NO.

0022-2014

ISSUE DATE: January 13, 2014

CLOSING DATE: January 21, 2014

CAPTION: Choice Neighborhood Initiative Grant Education Consultant

Dear Prospective Respondent:

This letter is a formal request for proposal in accordance with the District of Columbia Housing Authority Procurement Policy and the 24 CFR Part 85.36.

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 operating over 8,000 publicly owned rental units, DCHA also contracts over 10,000 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-government sources of financing to promote HCVP homeownership assistance programs; project-based public housing subsidies, and to implement more creative uses of its Move to Work authority.

DCHA plans to award a single contract for a Choice Neighborhood Initiative Grant Education Consultant for a one-year period, based upon the availability of funds.

BACKGROUND

DCHA is the third largest recipient of HOPE VI funding nationally (with seven grants awarded), and is recognized as a leader nationwide in the design and execution of innovative and successful transformational revitalization projects. Guiding these efforts has been a set of redevelopment principles formally codified by the Board of Commissioners in October 2004, which requires these activities “to be carried out in a highly participatory manner with stakeholders, including residents and the surrounding neighborhood”.

In anticipation of the U.S. Department of Housing and Urban Development (HUD) issuance of a FY14 Choice Neighborhood Initiative Implementation Grant Notice of Funds Availability (NOFA), DCHA seeks proposals from Education and Grant Professionals in response to this Letter of Solicitation. Interested, qualified individuals/firms that have the capacity to develop an Education Strategy and provide Transformation Planning support services required for the Choice Neighborhoods Initiative Implementation grant application for Barry Farm are invited to respond.

Barry Farm is designated as part of the District of Columbia's ("District") New Communities Initiative (NCI"). NCI is a comprehensive public-private partnership designed to improve the quality of life for families and individuals living in four neighborhoods in Washington, DC: Northwest One (Ward 6), Barry Farm (Ward 8), Lincoln Heights/Richardson Dwellings (Ward 7), and Park Morton (Ward 1). Designated New Communities are District supported redevelopment projects, which address the physical and human architecture of neighborhoods troubled by concentrations of poverty, unemployment, blight and deterioration of the housing stock.

In FY12, DCHA submitted a Choice Neighborhood Initiative Planning grant application for the Barry Farm Neighborhood. The Planning Grant was awarded by HUD in 2013, and DCHA anticipates the release of Notice of Funding Availability (NOFA) for the Choice Neighborhood Initiative (CNI) Implementation Grant during 2014. Choice Neighborhoods is a HUD initiative that builds on the best practices and lessons learned from past redevelopment programs to transform distressed neighborhoods with public and/or HUD assisted housing into viable, mixed-income neighborhoods with access to high-performing schools, public assets, transportation, and employment opportunities. The three core goals of Choice Neighborhoods are Housing, People and Neighborhoods.

The People component of the Choice Neighborhood Implementation grant application will ensure that the final Transformation Plan addresses challenges faced by members of the community, which includes educational opportunities. HUD is encouraging the development of a strong continuum of developmental and educational supports for children beginning at birth to eliminate disparities and break the cycle of poverty. It is HUD's expectation that residents have a high level of access to quality early learning programs and services so children enter kindergarten ready to learn, significant improvement in the quality of schools in the target development that prepares students to graduate from high school college-and career ready and significant growth in existing individual resident educational outcomes over time. DCHA is in need of a qualified Education Consultant to provide the focused and professional services detailed within the Scope of Services.

SCOPE OF SERVICES

Provide support to DCHA in the development of the Transformation Plan and the pending FY 2014 Choice Neighborhoods Initiative Implementation grant application by working closely with the school system and educators to develop a strategy to ensure that the children have access to higher performing schools either within or outside of the targeted neighborhood by performing the tasks specified below:

- Construct DCHA's education strategic plan, including designing and managing a planning structure that ensures full participation from all education partners (e.g., early care providers, schools and other institutions of learning), Barry Farm/Wade Apartment residents, and an array of other partners external to the neighborhood.
- Identify and outreach to existing learning centers in the neighborhood to determine childcare resources (to include before and aftercare as well as mentoring opportunities) currently being utilized and determine which services need to be augmented and how.
- Create an Education Entity/Partner to develop the goals, monitor the key measureable outcomes of the Choice Education strategy.
- Draft a partnership agreement between DCHA and the Choice Education Entity/Partner.
- Utilize the comprehensive needs assessment and existing test scores to create metrics for short and long-term goals.
- Provide all data on the quality of the schools in the community along with issues that relate to safety and transportation to and from school.
- Identify early learning programs that use statewide standards; demonstrate high expectations of program excellence commensurate with nationally recognized standards and are linked to state licensing systems.
- Research and recommend activities that will be undertaken and programs that will be sustained during and after implementation of the Transformation Plan.
- Provide substantial input with regard to how grant funds will be accessed by and of primary benefit to public and assisted housing residents.

QUALIFICATIONS

Individuals/Firms responding to this Letter of Solicitation must provide evidence of the following:

- Thorough knowledge of the Promise Initiative and Choice Neighborhoods Initiative Programs – goals and objectives, requirements, processes, etc.
- Experience in education program planning for children and youth in socially challenged and distressed neighborhoods, inclusive of innovative out-of-school time and family learning strategies and programs.
- Thorough knowledge and experience with various techniques and practices that have demonstrated positive impacts on performance and achievement levels.
- Thorough knowledge of basic District of Columbia School System procedures, rules and regulations, specifically as related to standardized testing, metrics, and educational achievement.
- Experience working with education professionals, boards, and parents.
- Graduate work in education and related field with experience in child development, and program planning preferred.

SECTION 3 REQUIREMENTS

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 the 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. Our first priority will be to a DCHA resident or program participant. The minimum numerical goal for employment shall be equal to 10% of the total number of labor hours on this contract. A 2nd option for compliance under this act is to annually enroll Section 3 individuals totaling at minimum 30% to an Apprenticeship program. Another option is to subcontract to a Section 3 business concern. In accordance with the HUD regulations, 10% of the subcontract may be awarded to section 3 business concerns for construction and 3% of the subcontract may be awarded to section 3 business concerns for non-construction contracts. A 4th option for compliance is to propose a unique program that provides internships for residents or program participants or, provides pro bono services to DCHA program participants or Section 3 businesses. Cash donations to DCHA's Section 3 Fund are presented as a "last resort option" to Contractors who have exhausted all priority preferences and are unable to hire or train Section 3 individuals for the following reasons:

- The contract is immediate and the period is minimal; or
- The skill sets required by the staff are too technical or too advanced for the Section 3 individuals seeking employment.

Cash donations will be equivalent to the hourly wage rate of the lowest paid employee on the project, times 10% of the total labor hours for the task being performed. The funds support the removal of barriers for DCHA residents and program participants by providing resources such as training, or licenses.

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 evidence of past performance, an “Action Plan for Section 3 Commitment” and an “Estimated Project Workforce Breakdown” along with their bid proposal. These documents should include a brief narrative description of the contract, and training and/or job opportunities for Section 3 participants as a part of this contract. The respondent should describe, in detail, the type of commitment set forth and methods to be utilized to accomplish the Section 3 Commitment. Specifically, the details of this plan should address the following: (1) indicate whether the firm has a valid Section 3 Certificate (issued by the Department of Housing and Community Development); (2) Provide a detailed description of the hiring plan for DCHA program participants. Include the number and type of jobs to be provided; include the number and type of training plan for DCHA program participants, whether interns will be contracted or, if funding will be provided for training; (4) Outline the firm’s proposal, if any, to subcontract to Section 3 businesses; and (5) Is your firm willing to provide pro bono services to DCHA program participants, or Section 3 businesses? Describe in detail, the type of service to be provided. A template of the Action Plan for Section 3 Commitment and a copy of the Estimated Project Workforce Breakdown have been enclosed with this letter solicitation **(Attachments).**

DCHA recognizes that the Contractor seeks trainees and/or employees that meet certain requirements. In order to better facilitate this goal, all efforts to hire to meet the Contractor’s Section 3 goals must be coordinated through the DCHA Section 3 Compliance Coordinator. Each Section 3 Plan will be rated on the quantity of job opportunities and on the quality of the training and/or the development of skills that lead to economic self-sufficiency and careers.

Examples of Opportunities

| | |
|----------------------------|--|
| Administrative/ Management | accounting, payroll, research, bookkeeping, purchasing, word processing |
| Services | appliance repair, florists, marketing, carpet installation, janitorial, courier, photography, catering, landscaping, printing, computer/information, manufacturing, transportation. |
| Construction | architecture (intern), bricklaying, carpentry, cement/masonry, demolition, drywall, electrical, elevator construction (apprentice), fencing, heating, iron works, machine operation, painting, plastering, plumbing, tile setting. |

TERM OF CONTRACT

The term of this contract shall be for a period of up to one (1) year from the date of award.

PAYMENT/INVOICES

Monthly Payment of Services:

DCHA shall pay for services on a monthly basis (Net 30).

Submission of Payment Requests

a. All payment requests must be addressed as follows and forwarded to:

District of Columbia Housing Authority
Attn: Accounts Payable
1133 North Capitol Street, NE, Suite 329
Washington, D.C. 20002-7599
Email: DCHApayments@dchousing.org

b. Proper invoices shall contain the following information:

- Contract Number
- Purchase Order Number
- Task Order Number
- Identification of matters/services performed consistent with the contract requirement and supporting documentation

c. Failure to provide all documentation as outlined in item “b” above may delay payment of invoices.

d. DCHA's Accounts Payable Division processes checks for payment every Thursday; except for when that date falls on a legal holiday. In the event the processing day falls on a legal holiday, checks will be processed on the next business day.

PROPOSAL FORMAT

All proposals submitted for consideration will be reviewed by DCHA and the Respondents receiving the highest rating, based on the criteria below, will be selected as being the most capable of providing the services in a manner that is most advantageous to DCHA, cost and other factors considered. **Please note the proposal format shall not exceed a maximum of thirty (30) pages.**

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 informalities or minor irregularities if it serves DCHA's best interests in doing so.

The DCHA reserves the right to interview any potential respondent to this solicitation utilizing the criteria outlined. The proposed respondent shall submit a completed proposal in accordance with the proposal format as outlined below:

PART I: Technical Proposal:

➤ Table of Contents

➤ Executive Summary/Introduction

Respondents shall provide an executive summary/introduction to include: name of entity, address, website and telephone number; name of contact individual, telephone number, email address, and a brief description of the understanding of the Scope of Work and entities ability to perform work.

➤ Documentation to Substantiate Experience and Capabilities:

- Experience with Promise and/or Choice Program planning Provide
- Knowledge and Experience in working with Housing Authority and/or similar clients
- Experience in Education Strategy Planning of "like" or "similar" scale to the CNI and/or Promise.

➤ Documentation to Substantiate Management Approach and Methodology

Provide an overview of the means, time, and intended approach complete the Scope of Services. Respondents are encouraged to be as specific in their submission as possible to demonstrate an understanding of the objectives of the DCHA.

➤ List & Documentation of Licenses, Certifications, Affiliations:

As evidence of entity and key individuals ability to provide services required to complete the Scope of Work. Offeror's should list Company Trade Affiliations and provide overview/resume of Management and Key Project Staff to include licenses and certifications as evidence of entity and key individuals ability to provide services required to complete the Scope of Services

➤ **References:**

Not less than three (3) recent professional references from clients demonstrating that your firm has performed similar work as described in the "Scope of Services". Include name, address, and telephone number, description of work performed and the date completed.

PART II: Fee Proposal

➤ **Fee Proposal:**

Provide a quotation that is consistent with the Scope of Services. All fees quoted will be inclusive time for meeting with DCHA. All fees quoted will be inclusive time for meeting with DCHA and its partners to develop the metrics, pre-work necessary to complete the Resident Retreat task, as well as post meetings to present findings.

PART III: Certifications

Attach the following completed certification forms:

- Attachment A, General Conditions for Non-Construction Contracts
- Attachment B, Tax Certification Affidavit
- Attachment C, Non-Collusive Affidavit
- Attachment D, Certificated of Eligibility
- Attachment E, Section 3 Compliance Agreements
- Attachment F, Wage Determination

TECHNICAL EVALUATION FACTORS

Responses will be evaluated to determine the extent to which the Respondent's capabilities and approach meet the needs of the DCHA. The following point value will be used for evaluation purposes with the points shown being the maximum number that can be awarded for each criterion:

1. CRITERIA

| CRITERIA | MAXIMUM POINTS |
|--|-----------------------|
| | |
| Experience with Promise and Choice Program planning: Entity's past experience in working with Promise and/ Choice Program planning. | 30 |
| Knowledge and Experience in working with Housing Authority and/or similar clients Respondents should identify key projects documenting past experience with Housing Authorities and Similar Clients to include Scope of Services, Stakeholders, Deliverables, and Outcomes | 15 |
| Experience in Redevelopment Planning, HUD Reporting, and Transformation Planning of "like" or "similar" scale to the CNI Respondents detail of experience in Education Strategy Planning and Transformation Planning of "like" or "similar" clients. | 25 |
| Service Approach: Provide an overview of the means, time, and intended approach complete the Scope of Services. | 15 |
| List & Documentation of Licenses, Certifications, Affiliations As evidence of entity and key individuals ability to provide services required to complete the Scope of Services. | 5 |
| COST (Maximum 30 Points) | |
| Proposed fee and breakdown. All fees quoted will be inclusive time for meeting with DCHA and its partners to develop the metrics, pre-work, and necessary tasks to complete the Education Strategy and Transformation Planning, as well as post meetings to present findings. | 30 |
| Section 3 | 20 |
| <ul style="list-style-type: none"> ❖ For non-construction contracts: Proposes to have DCHA residents or program participants as interns. For construction contracts: Proposes to have DCHA residents or program participants as *apprentices. (2 points) ❖ Demonstrated evidence of successful past performance with the fulfillment of Section 3 Commitments. (3 points) ❖ Will hire DCHA residents or program participants for appropriate employment opportunities within the firm or any of its affiliated subcontractors. (4 points) ❖ Proposes to provide funding for training for a DCHA resident or program participant. (3 points) ❖ Will provide pro bono services to resident controlled companies | |

| | |
|--|------------|
| or residents desiring to start a company either as a for-profit or non-profit entity.(2 points) ❖ Proposes to subcontract supportive services to Section 3 businesses. (2 points) ❖ Vendor submits a unique proposal that supports the requirement of Section 3 "to provide DCHA residents and program participants with training and/employment opportunities". (4 points) | |
| TOTAL POINTS TECHNICAL & COST | 140 |

* Approved apprenticeship and trainee programs include: an apprenticeship program approved by the Bureau of Apprenticeship and Training of the Department of Labor, or a State Apprenticeship Agency, or an on-the-job training program approved by the Bureau of Apprenticeship and Training, in accordance with the regulation at 29 CFR part 5; or a training program approved by HUD in accordance with HUD policies and guidelines, as applicable. Participation in an approved apprenticeship program does not, in and of itself, demonstrate compliance with the regulations of this part.

2. BONUS POINTS

Business Enterprise Designation Points for Local Small Minority/Woman-Owned Business

The DCHA will add additional points for Business Enterprise Designations after the technical evaluations have been completed and the competitive range has been established by the Contracting Officer.

Upon the determination of the competitive range, each Respondent who has been deemed technically qualified and is within the competitive range can receive additional points if the Respondent is determined to be a Local, Small, Minority or Woman-Owned Business Enterprise (LSM/WBE).

The following definitions apply for the DCHA Business Enterprise Designation Points:

"Local" means within the Metropolitan Business Area;
"Small" means a firm with 500 employees or less;
"Minority" means 51% ownership; and
"Woman-Owned" means 51% ownership.

The points shall be awarded to the Respondents based on a review of the Respondent, either party of a joint-venture, or a Respondent's subcontractors.

The points will be awarded in the following manner:

| | |
|-------------|--------------|
| Local | = 2.5 points |
| Small | = 2.5 points |
| Minority | = 2.5 points |
| Woman-Owned | = 2.5 points |

A maximum of 10 points can be added to the score of a technically qualified Respondent who is in the competitive range.

(Weighted Factor 10 points)

CBE Participation

(Weighted Factor 12 points)

In recognition of the District's CBE certification, DCHA will use the District's CBE point system to determine the number of preference points awarded to businesses with CBE certification. To that end, the Respondent should indicate whether it holds the District's CBE designation. Reliable certification from other CBE programs will be considered and Respondents may utilize any other CBE firms that qualify under the definitions set forth herein. Please be advised that if one or more development or joint venture team members is a CBE, DCHA will only award points for one CBE team member. The point award will be based on the CBE team member with the highest number of preference points awarded by the District.

Total Maximum Points 162

Each response will be ranked using the above criteria based upon the information presented in the statements, the references provided by the Respondent, the DCHA's knowledge from prior engagements, if applicable, independent background checks and other factual information available to the DCHA. Respondents are advised to provide sufficient information and references to demonstrate their approach, experience and capabilities.

RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

The DCHA will make an award to the most responsible and responsive Respondent whose offer 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. The proposed cost must be considered reasonable and must reflect the proposed technical approach. The combined relative merit of the technical evaluation factors listed will be more significant than cost or price in the selection of the Contractor.

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

The DCHA may make multiple awards to ensure availability of a wide range of products or services.

SUBMISSION DEADLINE

Respond as outlined and submit ONE (1) original and THREE (3) copies of the response, typed and prepared on standard 8.5 x 11 letter size paper with material printed on one side only. All responses to this request for proposals must be RECEIVED no later than Tuesday, January 21, 2014 at 4:00 P.M. (ET) at the address listed below. DCHA will accept an electronic version of your proposal submission to contract specialist Mrs. LaShawn Mizzell-McLeod at lmcleod@dchousing.org.

Please label the proposal:
District of Columbia Housing Authority
Office of Administrative Services
1133 North Capitol Street, NE, Suite 300
Washington, D.C. 20002-7599
Attn: Cheryl Moore, Interim Contracting Officer
Letter Solicitation Number: 0022-2014
"Choice Neighborhood Initiative Grant Education Consultant"

PROPOSALS RECEIVED AFTER THE DEADLINE MAY NOT BE CONSIDERED.

If you have any questions concerning this matter, contact the issuing office by telephone at (202) 535-1212, or by facsimile at (202) 535-1111 or by e-mail to contract specialist Mrs. LaShawn Mizzell-McLeod at lmcleod@dchousing.org



Cheryl Moore
Interim Contracting Officer



ATTACHMENT "A"
GENERAL CONDITIONS FOR
NON-CONSTRUCTION CONTRACTS
SECTION I
(With or Without Maintenance Work)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 01/31/2014)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts (without maintenance) greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and**
- 3) **Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) 'Authority or Housing Authority (HA)' means the Housing Authority.
- (b) 'Contract' means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) 'Contractor' means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) 'Day' means calendar days, unless otherwise stated.
- (e) 'HUD' means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

proposal submitted before final payment of the contract.

- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(i)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.



ATTACHMENT “B” TAX CREDIT AFFIDAVIT



**DEPARTMENT OF FINANCE AND REVENUE
TAX CERTIFICATION AFFIDAVIT**

Name of Organization _____

Address _____

Principal Officers: _____

Business Telephone # _____

Finance & Revenue Registration # _____

Federal Identification # _____

DUNS # _____ Contract # _____

Un-employment Insurance Account # _____

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning tax compliance for the following taxed for the past five (5) years.

| | Current | Not Current |
|--------------------------|---------|-------------|
| District: Sales and Use | () | () |
| Employer Withholding | () | () |
| Hotel Occupancy | () | () |
| Corporation Franchise | () | () |
| Unincorporated Franchise | () | () |
| Personal Property | () | () |
| Professional License | () | () |
| Arena/Public Safety Fee | () | () |
| Vendor Fee | () | () |

3. If not current as checked, in item 2, I am in compliance with a payment agreement with the Department of Finance and Revenue ☐ YES ☐ NO

Attach copy of Agreement

If an outstanding liability exists, and no agreement has been made, please attach a listing of all such liabilities.

The Department of Finance and Revenue also requires:

- (a) Copies of Form FR-532 (Notice of Registration) or a copy of an FR-500 (Combined Registration Form)
- (b) Copies of Canceled checks for the tax period(s) filed for each tax liability; i.e., sales and use, employer withholding, etc.

The District of Columbia Housing Authority is hereby authorized to verify the above information with appropriate Government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Code Sec. 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three years, or both, as prescribed in D.C. Code sec. 22-2513.

Signature of Person Authorized

Title

Print Name

Notary: DISTRICT OF COLUMBIA, as:

Subscribe and sworn before me this _____ Day of _____
Month and Year

Notary Public
My Commission Expires



ATTACHMENT "C"

NON-COLLUSIVE AFFIDAVIT



NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says:

That bidder is _____
The party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, to fix overhead, profit or cost element of said bid price, or that of any other or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statement in said proposal or bid are true.

Signature of:

(Bidder, if the bidder is an Individual)

(Partner, if the bidder is a Partnership)

(Officer, if the bidder is a Corporation)

Subscribe and sworn to before me
This _____ day of
_____, 20____.

My Commission Expires: _____

(Notary Public)



ATTACHMENT “D” SECTION 3 CONTRACTOR COMPLIANCE AGREEMENTS

Attention all Contractors

In addition to signing the Section 3 Contractor Compliance Agreement and the Certification of Adherence to Section 3 Clause, the Contractor must include in the proposal, a signed action plan. This action plan will outline:

- a brief description of the Contract (disclosing the awarded dollar amount of the contract);
- the Contract period;
- the agreed upon Section 3 Commitment;
- the frequency of the commitment i.e. for cash donations - the number of cash donations and the schedule, if any, for submitting said donations.
- the duration of the commitment i.e. for training/apprenticeship programs.

(A template of the Section 3 Action Plan has been attached)

During the commitment period of the contract, the Contractor must provide the Section 3 Compliance Coordinator with copies of the weekly/biweekly payroll for each Section 3 hire or apprentice.

ABC COMPANY, INC.
123 Anytown Road, In a City, XY 90210
office 202. 555.0000/ fax 202.555.9999
******TEMPLATE******

Simone Garcia
Section 3 Compliance Coordinator
District of Columbia Housing Authority
1133 North Capitol Street NE, Suite 300
Washington DC 20002-7599
<<Today's Date>>

Re: ABC Company, Inc. – Action Plan for Section 3 Commitment

Dear Ms. Garcia:

Set forth below is ABC Company, Inc.'s proposed Action Plan to meet our Section 3 requirements, as required by our contract.

Contract Description

The contract that ABC Company, Inc. has been awarded by the DCHA is for the repair of bathrooms at Horizon House located at 5201 Connecticut Avenue, N.W., Washington DC. We estimate a total of <<state number of labor hours here>> labor hours will be utilized under this contract.

Contract Value

This contract is valued at <<state dollar amount here>>. (If the value of the contract is unknown at this time state "To be determined upon contract award")

Period of Performance

The work under this contract will begin on <<state start date here>> and end on or about <<state proposed end date here>>. (If exact dates are unknown at this time state "The period of performance will be determined upon contract award")

ABC Company, Inc.'s Section 3 Commitment

ABC proposes to DCHA to hire <<state number of hires & position titles here>> in addition to the Resident Construction Liaison (*Resident Construction Liaison is only mandated for Construction contracts*) that is required. It is anticipated that the Section 3 hire will be utilized for the life of the contract however, should the individual be deemed an asset to our company, they may be retained as a full time employee. (NOTE: On a separate page, please describe the methods to be used to achieve your Section 3 Commitment. This narrative must include your (1) plan for hiring Section 3 Residents, (2) plan for enrolling apprentices, or (3) plan for contracting with Section 3 Business Concerns and the date to start your plan.)

Your review and approval of the above action plan is respectfully requested. Should you have any questions, or require additional information, I may be contacted at 202.555.0000 ext. 1 or via email at jdoe@abc.com

Regards,

John Doe
President
ABC Company, Inc.



*The District of Columbia Housing Authority
1133 North Capitol Street NE, Washington DC 20002-7599*

Section 3 Contractor Compliance Agreement

This Section 3 Contractor Compliance Agreement is entered into between the District of Columbia Housing Authority (DCHA), located at 1133 North Capitol Street NE, Washington DC

20002-7599; and (name of contractor) _____ located at

(address of contractor) _____.

- 24 C.F.R. Section 135.1 provides that the purpose of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons; and
- "Section 3 covered activities" are training, employment, contracting, and other economic opportunities arising from development, operating and modernization assistance funded by HUD notwithstanding the amount of the contract or subcontract, and regardless of whether the activity is fully or partially funded by HUD funds; and
- "Section 3 Resident" means:
 - a. A public housing resident;
 - b. Other DCHA Voucher Program participant; or
 - c. An individual who resides in the District of Columbia and who is a low or very low-income person; and,
- "Section 3 Business" means a business concern that:
 - a. Is a business concern that is 51% or more owned by Section 3 residents; or
 - b. A business whose permanent, full-time employees include at least 30% current Section 3 residents (or are within three years of the date of first employment as a Section 3 resident); or
 - c. A business which provides evidence of a commitment to subcontract in excess of 25% or the dollar award of all subcontracts to businesses that meet the tests in (3)(a) or (3)(b) above; and



*The District of Columbia Housing Authority
1133 North Capitol Street NE, Washington DC 20002-7599*

- The purpose of the Section 3 program is to ensure that employment and other economic opportunities generated by certain types of activities undertaken by DCHA with HUD funding are, to “the greatest extent feasible,” directed to:
 - a. Low and very-low income persons, particularly public housing residents and other DCHA Voucher Program participants; and
 - b. Business concerns which provide economic opportunities to such persons; and,
- It is the policy of DCHA to continue to expand the mechanisms through which public housing residents, residents of surrounding communities, and Housing Choice Voucher Program participants can develop careers and generate income that can permanently sustain economic independence; and
- DCHA’s implementation of the Section 3 Program provides a mechanism that will enable DCHA to require and help its contractors, subcontractors, vendors and suppliers to provide employment, training, and business opportunities for public housing residents, residents or surrounding communities, and Housing Choice Voucher Program participants; and
- The Section 3 Program promotes economic development through entrepreneurial, self-sufficiency and community reinvestment opportunities; and
- 24 C.F.R. § 135.30 (a) creates a “safe harbor” whereby recipients and covered contractors may demonstrate compliance with the “greatest extent feasible” requirement of Section 3 by meeting the listed numerical requirements.

The undersigned parties agree to comply with the following provisions:

1. **Section 3 Hiring Requirements.** Contractor agrees at least 30% of its aggregate new hires over a one year period shall be “Section 3 residents.” The 30% minimum represents a safe harbor for hiring that meets the “greatest extent feasible” statutory requirement.
 - a. In the event that Contractor fails to reach the 30% requirement, Contractor must provide a written justification of the impediments encountered and what actions or other economic opportunities, such as joint venturing, Contractor attempted in efforts to reach the requirement.
 - b. Contractor must complete and record exit evaluations of “Section 3 Resident” employees for each job assignment completed.
 - c. New hires are subject to contractor’s standard employment policies. Moreover, Contractor can hire an applicant to work on the job site or within Contractor’s office/plant, etc. The work does not have to be directly related to the contract in question.



*The District of Columbia Housing Authority
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2. **Section 3 Contracting Requirements.** Contractor agrees to meet the minimum Section 3 contracting requirements as a safe harbor that meets the “greatest extent feasible” statutory requirement as follows:
 - a. For contracts for building trades work for maintenance, repair, modernization or development, Contractor agrees to award contracts of at least 10% of the total dollar amount of contracts or subcontracts to “Section 3 Businesses”.
 - b. For all other covered contracts, Contractor agrees to award contracts of at least 3% of the total dollar amount of contracts or subcontracts to “Section 3 Businesses”.
 - c. In the event that the Contractor fails to meet these minimum numerical requirements, Contractor must demonstrate in writing why it was not feasible to meet the numerical requirements, including actions taken and any impediments encountered as well as other economic opportunities that were provided in the absence of meeting the requirement.
 - d. Contractors must differentiate between labor and non-labor (materials and supplies) dollars so that the amount of Section 3 dollars to be expended can be determined. This must be completed within five (5) days after the execution of the contract. Service contractors’ total contract amount will be used as their labor dollars in determining the Section 3 dollar amount to be expended unless supplies/materials must also be purchased for this contract; in such case that amount is deducted.
 - e. Contractors must complete the forms included in the bid packets and are further required to submit monthly reports of all payments made to Section 3 subcontractors. If no payment is made in a given month, it must be noted and discussed with the Section 3 Coordinator.
3. **Eligible Section 3 Subcontractors.** A database of eligible “Section 3 Businesses” and suppliers will be developed and maintained by the DCHA Office of Administrative Services. This database will be continually updated and made available upon request to Contractor. The database contains the names, addresses and telephone numbers of “Section 3 Businesses” and suppliers, basic firm descriptions, lists of projects completed, references, bonding capacity, union affiliation and certification.
4. **Joint Ventures.** DCHA encourages joint ventures with “Section 3 Businesses” as a means of complying with the requirements of Section 3. In addition to performing the work, joint ventures will help Section 3 businesses strengthen their internal



*The District of Columbia Housing Authority
1133 North Capitol Street NE, Washington DC 20002-7599*

management structures, enhance them to learn from the technical expertise and experience of established contractors.

- a. Section 3 joint venture is an association of business concerns, one of which is a "Section 3 Business". The joint venture must be formed by a written joint venture agreement that must be submitted to the Office of Administrative Services and the Section 3 Coordinator for confirmation that it meets Section 3 requirements.
 - b. Under the terms of the joint venture agreement, the "Section 3 Business" must be responsible for a clearly defined portion of the work and hold management responsibilities. The "Section 3 Business" must perform at least 25% of the work and be contractually entitled to a proportionate share of the compensation.
5. **Section 3 Compliance Procedures.** If Contractor fails to meet the Section 3 hiring and/or contracting requirements, DCHA may determine it to be non-compliant. If DCHA determines that Contractor is non-compliant, DCHA shall serve written notice of its determination of non-compliance on Contractor or its representatives. Contractor shall be responsible for notifying any subcontractor or supplier who is not in compliance.
 - a. **Corrective Plans** – Upon request of DCHA, Contractor agrees to meet with the Section 3 Compliance Coordinator and any other appropriate representative from DCHA within three (3) working days of the written notice in order to determine a Plan for correcting the deficiencies and determining the time period within which such remedy shall be effected.
 - b. If a remedy is not agreed upon within three (3) days of the required notice, the Section 3 Compliance Coordinator shall prescribe the remedy by which deficiencies shall be corrected and notify Contractor in writing of such determination.
6. **Sanctions.** If Contractor does not correct the deficiencies in the manner prescribed within thirty (30) calendar days, the Contracting Officer may impose the following sanctions:
 - a. Withholding payments on contracts; and/or
 - b. Canceling and suspending contracts; and/or
 - c. Placing Contractor on list of contractors who fail to comply with the DCHA's Section 3 requirements.
7. **Section 3 Reporting Procedures.** Contractor agrees to submit monthly Section 3 Status Reports to the Office of Administrative Services.



The District of Columbia Housing Authority
1133 North Capitol Street NE, Washington DC 20002-7599

8. **Section 3 Clauses.** Attachment A to this Contract contains the "Section 3 Clauses". Contractor agrees to include these clauses in all subcontracts related to its contract with DCHA.
9. The parties further certify that the persons executing this Agreement have the authority to so bind the parties to this Agreement.

IN WITNESS THEREOF, the undersigned parties execute this Agreement, intending to be bound, this _____ day of _____, 20____ in Washington, D.C.

CONTRACTOR: _____

By: _____
(name)
(title)

DISTRICT OF COLUMBIA HOUSING AUTHORITY

By: _____
Cheryl Moore
Interim Contracting Officer



The District of Columbia Housing Authority
1133 North Capitol Street NE, Washington DC 20002-7599

Certification of Adherence to Section 3 Clause

As a recipient of a Section 3 covered contract you, the Contractor understand the obligations of a Section 3 covered contract and certify to the following:

(Please read each clause carefully, and initial on the line next to each clause, then complete and sign at the bottom)

- _____ A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- _____ B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- _____ C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- _____ D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any



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subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

_____ E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

_____ F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

_____ G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

I/We (name of Contracting Business) _____ located at

(address of Contracting Business) _____
Street City State Zip

agree to adhere to the aforementioned Section 3 clause.

Signature

Date

Title of Signatory

**SECTION 3 COMMITMENT
ESTIMATED PROJECT WORKFORCE BREAKDOWN**

SOLICITATION # _____

| Job Category | Total Estimated Number of Positions Needed For This Project | Number of Positions Occupied by Permanent Employees | Number of Positions Not Occupied | Number of Positions To Be Filled With Employees From Section 3 Program | Time Table For Filling Section 3 Positions |
|--------------------------------|--|--|---|---|---|
| Machine Operators & Inspectors | | | | | |
| Professional | | | | | |
| Technicians | | | | | |
| Office/ Clerical | | | | | |
| Skilled Craft | | | | | |
| Journey person | | | | | |
| Laborers | | | | | |
| Service Workers | | | | | |
| Sales | | | | | |
| Officials and Managers | | | | | |
| Resident Construction Liaison | | | | | |
| Apprentices | | | | | |
| Other: | | | | | |

Please check the Option(s) that describe your contracting efforts:

- ☐ Option 1: Proposes to have DCHA program participants as interns. # of interns _____.
- ☐ Option 2: Agrees to hire DCHA program participants. # of hires _____, % of existing workforce _____.
- ☐ Option 3: Proposes to provide funding for training for DCHA program participants. Amount of funding _____.
- ☐ Option 4: Proposes to subcontract supportive services to Section 3 businesses. Percentage of Contract that will be subcontracted _____.
- ☐ Option 5: Will provide pro bono services. # of hours allotted to service _____; % in relation to total hours projected for contract services _____.

The failure of the contractor to comply with the above-approved plan shall be a material breach of the contract.

Company

Name of Authorized Signatory

Signature

Date



ATTACHMENT “E” WAGE DETERMINATION

WD 05-2103 (Rev.-13) was first posted on www.wdol.gov on 06/25/2013

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2103
Revision No.: 13
Date Of Revision: 06/19/2013

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince
George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
King George, Loudoun, Prince William, Stafford

****Fringe Benefits Required Follow the Occupational Listing****

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 15.08 |
| 01012 - Accounting Clerk II | | 16.92 |
| 01013 - Accounting Clerk III | | 22.30 |
| 01020 - Administrative Assistant | | 31.41 |
| 01040 - Court Reporter | | 21.84 |
| 01051 - Data Entry Operator I | | 14.38 |
| 01052 - Data Entry Operator II | | 15.69 |
| 01060 - Dispatcher, Motor Vehicle | | 17.87 |
| 01070 - Document Preparation Clerk | | 14.21 |
| 01090 - Duplicating Machine Operator | | 14.21 |
| 01111 - General Clerk I | | 14.88 |
| 01112 - General Clerk II | | 16.24 |
| 01113 - General Clerk III | | 18.74 |
| 01120 - Housing Referral Assistant | | 25.29 |
| 01141 - Messenger Courier | | 13.62 |
| 01191 - Order Clerk I | | 15.12 |
| 01192 - Order Clerk II | | 16.50 |
| 01261 - Personnel Assistant (Employment) I | | 18.15 |
| 01262 - Personnel Assistant (Employment) II | | 20.32 |
| 01263 - Personnel Assistant (Employment) III | | 22.65 |
| 01270 - Production Control Clerk | | 22.03 |
| 01280 - Receptionist | | 14.43 |
| 01290 - Rental Clerk | | 16.55 |
| 01300 - Scheduler, Maintenance | | 18.07 |
| 01311 - Secretary I | | 18.07 |
| 01312 - Secretary II | | 20.18 |
| 01313 - Secretary III | | 25.29 |
| 01320 - Service Order Dispatcher | | 16.98 |
| 01410 - Supply Technician | | 28.55 |
| 01420 - Survey Worker | | 20.03 |
| 01531 - Travel Clerk I | | 13.29 |
| 01532 - Travel Clerk II | | 14.36 |
| 01533 - Travel Clerk III | | 15.49 |
| 01611 - Word Processor I | | 15.63 |
| 01612 - Word Processor II | | 17.67 |
| 01613 - Word Processor III | | 19.95 |
| 05000 - Automotive Service Occupations | | |

| | |
|--|-------|
| 05005 - Automobile Body Repairer, Fiberglass | 25.26 |
| 05010 - Automotive Electrician | 23.51 |
| 05040 - Automotive Glass Installer | 22.15 |
| 05070 - Automotive Worker | 22.15 |
| 05110 - Mobile Equipment Servicer | 19.04 |
| 05130 - Motor Equipment Metal Mechanic | 24.78 |
| 05160 - Motor Equipment Metal Worker | 22.15 |
| 05190 - Motor Vehicle Mechanic | 24.78 |
| 05220 - Motor Vehicle Mechanic Helper | 18.49 |
| 05250 - Motor Vehicle Upholstery Worker | 21.63 |
| 05280 - Motor Vehicle Wrecker | 22.15 |
| 05310 - Painter, Automotive | 23.51 |
| 05340 - Radiator Repair Specialist | 22.15 |
| 05370 - Tire Repairer | 14.44 |
| 05400 - Transmission Repair Specialist | 24.78 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 13.85 |
| 07041 - Cook I | 12.55 |
| 07042 - Cook II | 14.60 |
| 07070 - Dishwasher | 10.11 |
| 07130 - Food Service Worker | 10.66 |
| 07210 - Meat Cutter | 18.08 |
| 07260 - Waiter/Waitress | 9.70 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 19.86 |
| 09040 - Furniture Handler | 14.06 |
| 09080 - Furniture Refinisher | 20.23 |
| 09090 - Furniture Refinisher Helper | 15.52 |
| 09110 - Furniture Repairer, Minor | 17.94 |
| 09130 - Upholsterer | 19.86 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 10.54 |
| 11060 - Elevator Operator | 10.54 |
| 11090 - Gardener | 17.52 |
| 11122 - Housekeeping Aide | 11.83 |
| 11150 - Janitor | 11.83 |
| 11210 - Laborer, Grounds Maintenance | 13.07 |
| 11240 - Maid or Houseman | 11.26 |
| 11260 - Pruner | 11.58 |
| 11270 - Tractor Operator | 16.04 |
| 11330 - Trail Maintenance Worker | 13.07 |
| 11360 - Window Cleaner | 12.85 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 20.41 |
| 12011 - Breath Alcohol Technician | 20.27 |
| 12012 - Certified Occupational Therapist Assistant | 23.11 |
| 12015 - Certified Physical Therapist Assistant | 21.43 |
| 12020 - Dental Assistant | 17.18 |
| 12025 - Dental Hygienist | 44.75 |
| 12030 - EKG Technician | 27.67 |
| 12035 - Electroneurodiagnostic Technologist | 27.67 |
| 12040 - Emergency Medical Technician | 20.41 |
| 12071 - Licensed Practical Nurse I | 19.07 |
| 12072 - Licensed Practical Nurse II | 21.35 |
| 12073 - Licensed Practical Nurse III | 24.13 |
| 12100 - Medical Assistant | 15.01 |
| 12130 - Medical Laboratory Technician | 18.04 |
| 12160 - Medical Record Clerk | 17.42 |
| 12190 - Medical Record Technician | 19.50 |
| 12195 - Medical Transcriptionist | 18.77 |
| 12210 - Nuclear Medicine Technologist | 37.60 |

| | |
|--|---------------|
| 12221 - Nursing Assistant I | 10.80 |
| 12222 - Nursing Assistant II | 12.14 |
| 12223 - Nursing Assistant III | 13.98 |
| 12224 - Nursing Assistant IV | 15.69 |
| 12235 - Optical Dispenser | 20.17 |
| 12236 - Optical Technician | 15.80 |
| 12250 - Pharmacy Technician | 18.12 |
| 12280 - Phlebotomist | 15.69 |
| 12305 - Radiologic Technologist | 31.11 |
| 12311 - Registered Nurse I | 27.64 |
| 12312 - Registered Nurse II | 33.44 |
| 12313 - Registered Nurse II, Specialist | 33.44 |
| 12314 - Registered Nurse III | 40.13 |
| 12315 - Registered Nurse III, Anesthetist | 40.13 |
| 12316 - Registered Nurse IV | 48.10 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 21.73 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 19.86 |
| 13012 - Exhibits Specialist II | 24.61 |
| 13013 - Exhibits Specialist III | 30.09 |
| 13041 - Illustrator I | 20.48 |
| 13042 - Illustrator II | 25.38 |
| 13043 - Illustrator III | 31.03 |
| 13047 - Librarian | 33.88 |
| 13050 - Library Aide/Clerk | 14.21 |
| 13054 - Library Information Technology Systems Administrator | 30.60 |
| 13058 - Library Technician | 19.89 |
| 13061 - Media Specialist I | 18.73 |
| 13062 - Media Specialist II | 20.95 |
| 13063 - Media Specialist III | 23.36 |
| 13071 - Photographer I | 16.65 |
| 13072 - Photographer II | 18.90 |
| 13073 - Photographer III | 23.67 |
| 13074 - Photographer IV | 28.65 |
| 13075 - Photographer V | 33.76 |
| 13110 - Video Teleconference Technician | 20.39 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 18.92 |
| 14042 - Computer Operator II | 21.18 |
| 14043 - Computer Operator III | 23.60 |
| 14044 - Computer Operator IV | 26.22 |
| 14045 - Computer Operator V | 29.05 |
| 14071 - Computer Programmer I | (see 1) 26.36 |
| 14072 - Computer Programmer II | (see 1) |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 18.92 |
| 14160 - Personal Computer Support Technician | 26.22 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 36.47 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 44.06 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 52.81 |
| 15050 - Computer Based Training Specialist / Instructor | 36.47 |
| 15060 - Educational Technologist | 35.31 |
| 15070 - Flight Instructor (Pilot) | 52.81 |
| 15080 - Graphic Artist | 26.80 |
| 15090 - Technical Instructor | 25.08 |

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|---|-------|
| 15095 - Technical Instructor/Course Developer | 30.67 |
| 15110 - Test Proctor | 20.20 |
| 15120 - Tutor | 20.20 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 9.88 |
| 16030 - Counter Attendant | 9.88 |
| 16040 - Dry Cleaner | 12.94 |
| 16070 - Finisher, Flatwork, Machine | 9.88 |
| 16090 - Presser, Hand | 9.88 |
| 16110 - Presser, Machine, Drycleaning | 9.88 |
| 16130 - Presser, Machine, Shirts | 9.88 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 9.88 |
| 16190 - Sewing Machine Operator | 13.78 |
| 16220 - Tailor | 14.66 |
| 16250 - Washer, Machine | 10.88 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 21.14 |
| 19040 - Tool And Die Maker | 23.38 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 18.02 |
| 21030 - Material Coordinator | 22.03 |
| 21040 - Material Expediter | 22.03 |
| 21050 - Material Handling Laborer | 13.83 |
| 21071 - Order Filler | 15.09 |
| 21080 - Production Line Worker (Food Processing) | 18.02 |
| 21110 - Shipping Packer | 15.09 |
| 21130 - Shipping/Receiving Clerk | 15.09 |
| 21140 - Store Worker I | 11.72 |
| 21150 - Stock Clerk | 16.86 |
| 21210 - Tools And Parts Attendant | 18.02 |
| 21410 - Warehouse Specialist | 18.02 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 27.21 |
| 23021 - Aircraft Mechanic I | 25.83 |
| 23022 - Aircraft Mechanic II | 27.21 |
| 23023 - Aircraft Mechanic III | 28.53 |
| 23040 - Aircraft Mechanic Helper | 17.54 |
| 23050 - Aircraft, Painter | 24.73 |
| 23060 - Aircraft Servicer | 19.76 |
| 23080 - Aircraft Worker | 21.01 |
| 23110 - Appliance Mechanic | 21.75 |
| 23120 - Bicycle Repairer | 14.43 |
| 23125 - Cable Splicer | 26.02 |
| 23130 - Carpenter, Maintenance | 21.40 |
| 23140 - Carpet Layer | 20.49 |
| 23160 - Electrician, Maintenance | 27.98 |
| 23181 - Electronics Technician Maintenance I | 24.94 |
| 23182 - Electronics Technician Maintenance II | 26.47 |
| 23183 - Electronics Technician Maintenance III | 27.89 |
| 23260 - Fabric Worker | 19.13 |
| 23290 - Fire Alarm System Mechanic | 22.91 |
| 23310 - Fire Extinguisher Repairer | 17.62 |
| 23311 - Fuel Distribution System Mechanic | 22.81 |
| 23312 - Fuel Distribution System Operator | 19.38 |
| 23370 - General Maintenance Worker | 21.43 |
| 23380 - Ground Support Equipment Mechanic | 25.83 |
| 23381 - Ground Support Equipment Servicer | 19.76 |
| 23382 - Ground Support Equipment Worker | 21.01 |
| 23391 - Gunsmith I | 17.62 |
| 23392 - Gunsmith II | 20.49 |
| 23393 - Gunsmith III | 22.91 |

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| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 23.89 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 25.17 |
| 23430 - Heavy Equipment Mechanic | 22.91 |
| 23440 - Heavy Equipment Operator | 22.91 |
| 23460 - Instrument Mechanic | 22.59 |
| 23465 - Laboratory/Shelter Mechanic | 21.75 |
| 23470 - Laborer | 14.98 |
| 23510 - Locksmith | 21.90 |
| 23530 - Machinery Maintenance Mechanic | 23.12 |
| 23550 - Machinist, Maintenance | 22.91 |
| 23580 - Maintenance Trades Helper . | 18.27 |
| 23591 - Metrology Technician I | 22.59 |
| 23592 - Metrology Technician II | 23.80 |
| 23593 - Metrology Technician III | 24.96 |
| 23640 - Millwright | 28.19 |
| 23710 - Office Appliance Repairer | 22.96 |
| 23760 - Painter, Maintenance | 21.75 |
| 23790 - Pipefitter, Maintenance | 24.63 |
| 23810 - Plumber, Maintenance | 22.29 |
| 23820 - Pneudraulic Systems Mechanic | 22.91 |
| 23850 - Rigger | 22.91 |
| 23870 - Scale Mechanic | 20.49 |
| 23890 - Sheet-Metal Worker, Maintenance | 22.91 |
| 23910 - Small Engine Mechanic | 20.49 |
| 23931 - Telecommunications Mechanic I | 29.95 |
| 23932 - Telecommunications Mechanic II | 31.55 |
| 23950 - Telephone Lineman | 27.41 |
| 23960 - Welder, Combination, Maintenance | 22.91 |
| 23965 - Well Driller | 22.91 |
| 23970 - Woodcraft Worker | 22.91 |
| 23980 - Woodworker | 17.62 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 12.79 |
| 24580 - Child Care Center Clerk | 17.77 |
| 24610 - Chore Aide | 10.57 |
| 24620 - Family Readiness And Support Services Coordinator | 16.90 |
| 24630 - Homemaker | 18.43 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 27.30 |
| 25040 - Sewage Plant Operator | 20.84 |
| 25070 - Stationary Engineer | 27.30 |
| 25190 - Ventilation Equipment Tender | 19.49 |
| 25210 - Water Treatment Plant Operator | 20.84 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 20.57 |
| 27007 - Baggage Inspector | 12.71 |
| 27008 - Corrections Officer | 22.80 |
| 27010 - Court Security Officer | 24.72 |
| 27030 - Detection Dog Handler | 20.57 |
| 27040 - Detention Officer | 22.80 |
| 27070 - Firefighter | 24.63 |
| 27101 - Guard I | 12.71 |
| 27102 - Guard II | 20.57 |
| 27131 - Police Officer I | 26.52 |
| 27132 - Police Officer II | 29.67 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 13.59 |
| 28042 - Carnival Equipment Repairer | 14.63 |

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|--|-------|
| 28043 - Carnival Equipment Worker | 9.24 |
| 28210 - Gate Attendant/Gate Tender | 13.01 |
| 28310 - Lifeguard | 11.59 |
| 28350 - Park Attendant (Aide) | 14.56 |
| 28510 - Recreation Aide/Health Facility Attendant | 10.62 |
| 28515 - Recreation Specialist | 18.04 |
| 28630 - Sports Official | 11.59 |
| 28690 - Swimming Pool Operator | 18.21 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 23.13 |
| 29020 - Hatch Tender | 23.13 |
| 29030 - Line Handler | 23.13 |
| 29041 - Stevedore I | 21.31 |
| 29042 - Stevedore II | 24.24 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 39.92 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 26.84 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 29.56 |
| 30021 - Archeological Technician I | 20.19 |
| 30022 - Archeological Technician II | 22.60 |
| 30023 - Archeological Technician III | 27.98 |
| 30030 - Cartographic Technician | 27.98 |
| 30040 - Civil Engineering Technician | 26.41 |
| 30061 - Drafter/CAD Operator I | 20.19 |
| 30062 - Drafter/CAD Operator II | 22.60 |
| 30063 - Drafter/CAD Operator III | 25.19 |
| 30064 - Drafter/CAD Operator IV | 31.00 |
| 30081 - Engineering Technician I | 22.92 |
| 30082 - Engineering Technician II | 25.72 |
| 30083 - Engineering Technician III | 28.79 |
| 30084 - Engineering Technician IV | 35.64 |
| 30085 - Engineering Technician V | 43.61 |
| 30086 - Engineering Technician VI | 52.76 |
| 30090 - Environmental Technician | 27.41 |
| 30210 - Laboratory Technician | 23.38 |
| 30240 - Mathematical Technician | 28.94 |
| 30361 - Paralegal/Legal Assistant I | 21.36 |
| 30362 - Paralegal/Legal Assistant II | 26.47 |
| 30363 - Paralegal/Legal Assistant III | 32.36 |
| 30364 - Paralegal/Legal Assistant IV | 39.16 |
| 30390 - Photo-Optics Technician | 27.98 |
| 30461 - Technical Writer I | 21.93 |
| 30462 - Technical Writer II | 26.84 |
| 30463 - Technical Writer III | 32.47 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 24.74 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 29.93 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 35.88 |
| 30494 - Unexploded (UXO) Safety Escort | 24.74 |
| 30495 - Unexploded (UXO) Sweep Personnel | 24.74 |
| 30620 - Weather Observer, Combined Upper Air Or (see 2) | 25.19 |
| Surface Programs | |
| 30621 - Weather Observer, Senior (see 2) | 27.98 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 14.32 |
| 31030 - Bus Driver | 20.85 |
| 31043 - Driver Courier | 13.98 |
| 31260 - Parking and Lot Attendant | 10.07 |
| 31290 - Shuttle Bus Driver | 15.66 |
| 31310 - Taxi Driver | 13.98 |
| 31361 - Truckdriver, Light | 15.66 |
| 31362 - Truckdriver, Medium | 17.90 |

| | |
|---|-------|
| 31363 - Truckdriver, Heavy | 19.18 |
| 31364 - Truckdriver, Tractor-Trailer | 19.18 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 10.03 |
| 99050 - Desk Clerk | 11.58 |
| 99095 - Embalmer | 23.05 |
| 99251 - Laboratory Animal Caretaker I | 11.30 |
| 99252 - Laboratory Animal Caretaker II | 12.35 |
| 99310 - Mortician | 31.73 |
| 99410 - Pest Controller | 17.69 |
| 99510 - Photofinishing Worker | 13.20 |
| 99710 - Recycling Laborer | 18.50 |
| 99711 - Recycling Specialist | 22.71 |
| 99730 - Refuse Collector | 16.40 |
| 99810 - Sales Clerk | 12.09 |
| 99820 - School Crossing Guard | 13.43 |
| 99830 - Survey Party Chief | 21.94 |
| 99831 - Surveying Aide | 13.63 |
| 99832 - Surveying Technician | 20.85 |
| 99840 - Vending Machine Attendant | 14.43 |
| 99841 - Vending Machine Repairer | 18.73 |
| 99842 - Vending Machine Repairer Helper | 14.43 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer

occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.