



SOLICITATION NO.

0002-2015

ISSUE DATE: October 23, 2014 CLOSING DATE: December 5, 2014

CAPTION: Operator of a Community Building at Capitol Quarter

SECTION A – GENERAL INTRODUCTION

A.1 OVERVIEW

The District of Columbia Housing Authority (DCHA) is dedicated to enhancing the quality of life in the District of Columbia by providing and effectively managing affordable housing, which is diverse, well maintained, and aesthetically pleasing for those whose circumstances prevent them from competing in the general marketplace. Besides operating over 8,000 rental units subsidized with public housing subsidy, 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-governmental sources of financing to promote HCVP homeownership assistance programs, project-based public housing subsidies, and implement more creative uses of its Moving to Work authority.

DCHA is an independent District agency, governed by an eleven-member Board of Commissioners. The Executive Director is Adrienne Todman, appointed by the Board to oversee staff and to carry out the public housing policies.

A.2 BACKGROUND

In 2001, the US Department of Housing and Urban Development awarded DCHA a HOPE VI grant to revitalize the former Capper and Carrollsburg public housing communities in the Southeast quadrant of the District. These funds have since been leveraged to produce 818 new rental and home ownership units within a mixed income community. When the revitalization project is complete over 700 public housing units will be constructed within a new mixed income community of over 1700 units located on the former 23-acre site. The new Capitol Quarter community will include rental and homeownership units affordable by a range of incomes from extremely low to market rate. The community includes a 162 unit senior only building with incomes generally between 0-30% of area medium income (AMI); a 138 unit building with the majority of residents with incomes between 30-60% of AMI; two town homes components (323 total units) with renters household income between 0-40% of AMI, affordable homeowners with incomes between 50-120% of AMI and market rate and workforce owners with home purchases in excess of \$800,000 per home. Currently under construction is a 195-unit rental building with 39 units affordable to households with incomes between 0-60% of AMI and 156 market rate rentals. In addition, there are two building currently in financing: 156-unit rental building with 31 units affordable to low income residents and the balance to market rate rentals; and a parcel that will include rental units affordable to public housing residents and market rate condominium units. This is a diverse community and the future parcels will contribute to this mixed income community in a similar manner.

DCHA seeks responses from qualified operators with a broad experience in providing programs, fundraising, property maintenance, asset management, and community outreach in a mixed income environment. In general, DCHA seeks proposals that provide the following:

- Highly qualified team that has a demonstrated track record of developing and delivering recreational and cultural programs;
- Strong record of accomplishment in building maintenance, management and asset management;
- Strong and demonstrated economic model that demonstrates building and program sustainability for the initial contract period;
- Proven ability to work with several stakeholders in a mixed income urban environment;
- Strong financial capacity to bear operating and capital costs associated with operation of the building and programs;
- Proven ability to implement creative community programs;
- Proven fundraising ability;
- Demonstrated experience in including successful community engagement programs as part of overall Program Plan and commitment to this process;
- Strong record of accomplishment of partnering with residents, neighborhood groups, local agencies in a diverse urban community;
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- Experience and knowledge of local service and community program networks;
- Demonstrated successful partnerships with service providers and/or community based organizations to deliver services and programs to residents across various incomes and ages.

A.3 SELECTION PROCESS

Request for Proposals

Proposals shall be reviewed by the evaluation panel in accordance with the evaluation factors set forth within this Request for Proposal (RFP). The evaluation panel reserves the right to consult with professionals, advisors and others for technical assistance.

Interviews

The evaluation panel reserves the right to interview one or more respondents to clarify information contained in the proposal, to meet the principal team members, and to request additional information as might be necessary to evaluate the proposal.

Evaluation Panel

The evaluation panel shall be comprised of DCHA representatives and one stakeholder that is part of the Capitol Quarter community. Utilizing the evaluation criteria listed below, the panel shall provide comments on each

proposal. The DCHA Board of Commissioners shall receive the recommendation from the Executive Director and shall make the final selection of the Community Building operator.

Post Selection

Following receipt of notification from DCHA of the selected respondent, DCHA expects to execute a negotiated agreement for a contract period of five (5) years. The agreement will include performance benchmarks .

SECTION B – SCOPE OF SERVICES

DCHA seeks proposals from nonprofit or for-profit entities to manage and operate a 28,000 square foot community building located at 1000 5th Street, SE, in the Near Southeast neighborhood of the District, and to develop and provide programs for the greater Capitol Quarter community.

The Community building is currently under construction and DCHA projects that the center will be ready to open to the community by the final quarter of calendar 2015. Among DCHA's goals for constructing the building and expectations of the selected operator is to create a focal point that stimulates community participation in the civic and economic life of this changing neighborhood, as well as to serve as a place for personal growth and enrichment for residents of all age groups and incomes. The selected operator will be expected to create a community recreational, educational and cultural center for the Capitol Quarter neighborhood. As this mixed-income community further develops, the community building has the potential of becoming a common ground and a hub for positive community interaction. The operator will be selected based on the ability to program, market and manage the property so that it achieves this potential.

The selected operator must develop an economic model to pay for overhead and programs that is sustainable over the life of the agreement. DCHA will not provide any funds to operate or maintain the building including short-term and long-term capital needs. In addition, DCHA will not contribute to the building operating budget, nor contribute to create or establish programs. The operator must be prepared to fund all operational costs and any operating gap and must create a capital reserve for the building. The operator shall establish an endowment if the operator foresees an opportunity for such. The operator will be responsible for generating from grants, contracts, donations and user fees the annual funds necessary to maintain and operate the facility, and to provide a menu of programs that meets the educational, social and recreational needs of the mixed income/multi-generational community of a rapidly developing area in the urban core. The operator must consult with neighborhood residents and groups to determine the programs that would be used by the residents and that are financially feasible to operate and include a plan for ongoing community engagement including performance monitoring. The operator must undertake such other activities that will ensure the long-term sustainability of the building and its programs including generating operating and capital reserves through fund raising and facility rentals. Moreover, the operator will be required to consult with the residents and stakeholders at least annually to determine the effectiveness of programs and the introduction of any new classes or programs in future years. DCHA will enter into a long-term contract with the operator.

The manner, terms, and conditions of the agreement will be determined and developed based upon the selected team's proposal at the time of the award.

PROJECT SUMMARY

Facility

Currently under construction is a 28,000 square foot community building. The building will serve as a focal point for community interaction and personal development. The facility will house a 7000 SF gymnasium, a 3600 SF space suitable for a licensed daycare center, and multipurpose rooms that can be used for fitness, classrooms, play areas, meeting space and other activities.

The building will meet LEED Gold standards including many energy efficient components. The operator will be required to sustain the LEED certification through a green operating plan. During the winter and spring of 2014, DCHA commissioned a team of consultants headed by Brailsford & Dunlavey (B&D) to assist the architects in conducting a planning study. See Exhibit 1. The report includes the input of residents within a half-mile radius of the building and other stakeholders and includes square foot recommendations for numerous activities recommended by survey participants. Also included in the B&D report was is an economic model based on a variety of building uses including rentals, activity fees and other income sources.

The B&D study was based on research using both primary and secondary sources that were deemed by the consultants to be reliable. The consultants used Internet-based surveys, focus groups and questionnaires to local service providers as a basis for making recommendations for program spaces, revenue projections and program alternatives that were highly recommended by survey and focus group participants. B&D also used national, regional and local economic trends to suggest a sustainable economic model for the building. DCHA recommends that the selected operator review the program recommendations contained in the report, conduct additional community outreach and develop an economic model that is sustainable. The information contained in the study is a valuable snapshot of the community needs at this time and should be used as a guide for the operator to develop programs that will have widespread appeal within the community.

When submitting the proposal, the respondent is not bound by the recommendations. The study is provided as an outline of the possible uses for the space within the community building.

Programs

DCHA will not fund the operating budget and as such will not prescribe the programs, including curriculum that the operator must implement. DCHA, however, may assist the operator to identify programs and resources that are both beneficial to the community residents and which meets the economic model developed by the operator, including assistance with intergovernmental agencies that may have contracts or other funds to meet their agency's programmatic focus for the residents of this neighborhood. In particular, the Capitol Quarter Community Building is adjacent to the Van Ness Elementary School, which has received capital funding from the Council of the District

of Columbia for the renovation of the school with a potential opening in School Year 2015-2016.

Given the available space at the community building, DCHA recommends that the operator develop a range of programs that contribute to the personal development of the individual, and are appealing to children, youth, teens, adults and the elderly of all incomes. The operator should offer programs that could address a range of activities including educational, recreational, social networking, and artistic enrichment. If economically feasible, the operator should develop programs that can be offered weekly and on weekends, including daytime, afterschool and evening. DCHA believes that the ultimate programmatic decisions will be based on a combination of factors including sustainability of the economic model and sensitivity to community needs.

Operating/Program Funds

DCHA will not fund the building's operating or capital budget. The operator will be responsible for generating all revenues from contracts, grants, fundraising and program fees. Capitol Quarter is a mixed income community and as such, the operator should develop a sliding scale program fee schedule that will permit the opportunity of all members of the community to participate in the programs offered at the community building. The operator will consult annually with DCHA to ensure that a funded budget is in place and that the operator has covered all their financial commitments. The operator must identify an amount to cover all operating deficits. Operating cash flow will be used first to pay off any loans incurred by the operator and to establish and replenish an operating and capital reserve that the operator is expected to maintain during the life of the contract. The District Government has also determined that they will not operate the building at Capitol Quarter. This decision, however, does not preclude the operator from seeking contracts with the District of Columbia to provide programs and/or program space they may need to deliver their programs and services. The B&D economic and program model, also suggests various approaches on how to generate income while ensuring maximum use of the building by all neighbors. The residents of the Capitol Quarter community have many talents and have voiced an interest in contributing back to their neighbors. During the B&D survey, a list of potential volunteers was assembled; the listing will be made available to the selected operator.

DCHA Responsibilities

DCHA will be responsible for overseeing the responsibilities outlined in the Lease Agreement with the operator. DCHA will assist the operator where necessary with community issues, zoning, and relationships with other District agencies. DCHA will review and comment on the operator's annual budget for the building and will receive a copy of the annual reviewed financials. DCHA will also assist the operator whenever there are community issues that require DCHA's intervention. If the operator creates an advisory board, DCHA will be a participant and a member of the body. DCHA will have an opportunity to review and approve programmatic offerings.

Operator Responsibilities

Operator will manage the Capitol Quarter community building as well as develop and provide programs for the Capitol Quarter community. Responsibilities include, but are not limited to the following:

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- Operate, manage and maintain the building, including all capital items;
- Raise all funds necessary to operate the building and provide a menu of programs;
- Consult with DCHA and the community annually to review progress and performance of programs and activities of the facility;
- Evaluate programs and develop necessary program materials and curriculum;
- Establish and sustain the efficient operation of the community building; and
- Ensure the delivery of quality community, recreational and cultural activities.

SECTION C - INSTRUCTIONS, CONDITIONS AND NOTICE TO RESPONDENTS

C.1 GENERAL

The instructions below provide guidance for the preparation and submission of proposals. Their purpose is to establish the requirements, format and content of proposals, so that proposals are, complete, contain all essential information, and can be easily evaluated.

C.2 SUBMISSION OF PROPOSAL INQUIRIES

Any Respondent desiring an explanation or interpretation of the RFP must submit a written request to the Issuing Office by **12:00 NOON on Thursday, November 13, 2014** to allow written responses to reach all Respondents before the date of submission of proposals. All inquiries regarding this RFP, and any correspondence relating thereto, must be submitted in writing either by mail to the following address or by email:

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

Email inquiries may be submitted to Darcelle Beaty, Contract Specialist at dbeaty@dchousing.org **with a copy** to Cheryl Moore at chmoore@dchousing.org.

Oral explanations will not be binding. Any information given to a Respondent concerning the solicitation will be furnished promptly to all other prospective Respondents.

RESPONDENTS ARE SPECIFICALLY INSTRUCTED TO CONTACT ONLY THE POINT OF CONTACT IN CONNECTION WITH ANY ASPECT OF THIS SOLICITATION PRIOR TO CONTRACT AWARD. PROPOSALS AND ALL CORRESPONDENCE RELATING TO THE SOLICITATION MUST BE SUBMITTED IN WRITING TO THE POINT OF CONTACT.

C.3 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at **2:00 PM on Thursday, November 6, 2014**. The location will be at the District of Columbia Housing Authority, Office of Administrative Services, 1133 North Capitol Street, N.E., Suite 300 Washington, D.C. 20002-7599. Street Parking is available, but very limited. Any respondent planning to attend the pre-proposal conference must present a valid identification to gain entrance into the government facility. The purpose of this conference is to discuss the proposed scope of work and respond to questions regarding the services required. Please understand that any responses tendered at the pre-proposal conference are for clarification purposes, and should not be construed as part of the solicitation. Should there be any inconsistencies between the verbal conference responses and the solicitation requirements; the solicitation language shall govern unless amended in writing.

C.4 SUBMISSION OF PROPOSALS

Proposals shall be submitted in sealed package marked "**RFP No. 0002-2015 DCHA RFP No. 0002-2015 Operator of a Community Building at Capitol Quarter**" addressed to the District of Columbia Housing Authority, Office of Administrative Services, 1133 North Capitol Street, N.E., Suite 300 Washington, D.C. 20002-7599.

All proposals must be received no later than 11:00 a.m. (ET) on Friday, December 5, 2014.

DCHA will accept electronic submission of proposals to Darcelle Beaty at the following email address: dbeaty@dchousing.org **with a copy** to Cheryl Moore at chmoore@dchousing.org at the time specified above.

C.5 CONTENT OF PROPOSALS

Proposals shall be submitted along with one (1) original and five (5) copies, prepared in the format and detail below to enable the DCHA to make a thorough evaluation thereof and to arrive at a sound determination as to whether the respondent can meet the requirements set forth in this RFP. Copies of the RFP are available online on the DCHA website (www.dchousing.org) or may be obtained from the DCHA Issuing Office between the hours of 9:00 a.m. and 4:00 p.m.

In order to be considered, proposals must be submitted by the deadline outlined in Section C.3. Proposals shall be paginated and organized as described below.

C.5.1 **Format of Proposals**

All responses must meet the following format requirements:

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documented evidence of financial capacity to include audits, spreadsheets, and pro forma.

8. References

Not less than three (3) recent professional references from clients for which similar work as, described in the Scope of Services has been provided. Include name, address, and telephone number, description of work performed and the date services/contract completed.

9. Experience with HUD Section 3 & Section 3 Plan

The goal of DCHA's Section 3 program is to provide employment and business opportunities for public housing and low-income residents in the broader neighborhood. The selected operator will be providing services in a DCHA facility and as such must commit to hiring public housing and other low-income residents, as well as to provide contract opportunities for entities certified as a Section 3 businesses (as evidenced by a certificate issued by the DC Department of Housing and Community Development).

Describe the Respondent's experience with compliance with HUD Section 3 requirements and the results achieved in hiring and training Section 3 residents and/or subcontracting to Section 3 business concerns. Include examples of successful engagements where low-income residents were provided employment and/or training opportunities. Review Section 3 requirements outlined in Section D.14 of this solicitation and complete the "Action Plan for Section 3 Commitment" and an "Estimated Project Workforce Breakdown" as outlined in that section. Minimally, include a plan for hiring and/or training low-income residents of Capitol Quarter and the former residents of Capper and Carrollsburg; how outreach will be conducted; a projected number of jobs and those positions that are projected to be hired from low-income neighborhood residents; identify potential contract opportunities for the building; and an outreach plan to reach the maximum number of low-income residents and Section 3 entities.

10. Minority/Women/Certified Business Enterprise (M/WBE/CBE) Equity Plan

Respondents should submit information about its policies, plans, activities and accomplishments in creating a diverse workforce. The narrative should also indicate any experience in hiring residents or utilizing M/WBE/CBEs and to what extent M/WBE/CBEs are included in the team.

11. Certifications and Affidavits

Attach the following completed certification forms:

- Response shall be prepared on 8 '12" x 11" letter-size paper, bound length-wise, with tabs to separate sections.
- Responses must include each item in the order outlined below.
- Each sub-section must be separated by tabs with sub-section headings.
- RFP responses shall be limited to no more than fifty (50) pages in total, excluding exhibits, and shall be paginated and organized as described below.
- RFP responses shall be submitted as a single package in accordance with submission deadlines stated below.

C.5.2 Content

1. Executive Summary
2. Statement of Qualification and Experience
3. Management Plan
4. Programs and Services Plan
5. Community Outreach Plan
6. Property Maintenance and Sustainability
7. Financial Model
8. References
9. Experience with Section 3/Resident Training and Hiring Plan-Reserved
10. Minority /Women/ Certified Business Enterprise (M/WBE/CBE) Equity Plan- Reserved
11. Certifications and Affidavits
 - a) Attachment A, General Conditions for Non-Construction Contracts
 - b) Attachment B, Tax Certification Affidavit
 - c) Attachment C, Non-Collusive Affidavit
 - d) Attachment D, Certification of Eligibility
 - e) Attachment E, Contract Compliance Requirements
 - f) Attachment F, Payment to Subcontractors and Suppliers Certification
 - g) Attachment G, Representations, Certification and Other Statements of Respondents
 - h) Attachment H, Statements of Respondent Qualifications
 - i) Attachment I, Certification of Adherence to Section 3 Clause
 - j) Attachment J, Section 3 Contractor Compliance Agreement
 - k) Attachment K, Action Plan for Section 3 Commitment Template
 - l) Attachment L, Conflict of Interest Certification
 - m) Attachment M, List of Certified Minority and Women-Owned Banks
 - n) Attachment N, Wage Determination

C.5.3 Proposal Requirements:

1. Executive Summary (3 pages)

Proposal shall provide the evaluation panel a synopsis of the proposal including mission/vision statement, team members and

experience/expertise, financial capability to undertake the requirements of this proposal, and community engagement plan.

2. Statement of Qualification and Experience (10 pages)

- a. Identification of respondent including corporate structure, team members if any, principals of the corporation, and key staff members and their responsibilities. If this is a consortium of partners, ensure that the each partner's qualifications is fully described, the services that each partner will provide, and the participation of each team member in the operation of the building and development and delivery of the services.
- b. Experience of the organization or team members in providing services and programs to a mixed income community.
- c. Experience with fundraising, proposal writing and obtaining government contracts.
- d. Experience in the District and with local service providers.
- e. List the web page (if any) of the respondent or of each team member.

3. Management Plan (6 pages)

The proposal shall identify the management structure of the organization or the team who will oversee both the programs and the management of building operations/asset management. Exhibit A should present resumes of each member of the management team or a job description of the anticipated position.

4. Programs and Services Plan (5 pages)

Provide a vision and mission statement for the Community Building and a proposed menu of activities/services/programs that the respondent anticipates could be offered. Provide a description of each program and the age groups of potential participants; how each program will be funded; will there be a user fee; and experience in delivering the service or program. In addition, provide a description of programs, participants, and funding source of programs that the organization or each team member currently provides in an urban community setting. Include the proposed strategy for community engagement and performance monitoring. Exhibit B should provide daily, weekly and monthly schedules of proposed events, programs, services or other activities that the respondent may offer at the building.

5. Community Outreach Plan (4 pages)

Expand on the community engagement strategy required to provide both a description of the respondent's vision for continued community engagement prior to the building opening and input and performance monitoring throughout the term of the contract. The respondent should discuss any community advisory structure, whether formal or informal, that engages the operator with the community on a regular basis. Provide a description of methods of community with the local community and other stakeholders. Provide a community outreach plan with a proposed

timeline. Exhibit C should provide examples of outreach plans and methods that the organization or each individual team member utilizes.

6. Property Maintenance and Sustainability Plan (3 pages)

The Community Building has been designed to meet LEED Gold standards. The respondent will be responsible for ensuring that the LEED designation is maintained by providing a description of experience is implementing sustainable green building designation. The description shall include past practices, maintenance and property management plans and in-house or contracted expertise that will be used at the site.

7. Financial Model (8 pages)

Proposal shall include:

- a. Reviewed or audited financial statements of the respondent or of each principal team member who will be financially responsible for the operating and maintenance budget of the center (attach as an exhibit).
- b. Discuss financing model and how the respondent will address any operating deficits and capital needs.
- c. Describe if an operating or capital reserve will be established and how the reserve will be funded (include any plans for establishing an endowment and past experience with such).
- d. Describe user fee policy for residents of Capitol Quarter, low-income and elderly residents, and others.
Provide a five-year operating pro forma including building maintenance, overhead, and programs. Attach Exhibit D to provide documented evidence of financial capacity to include audits, spreadsheets, and pro forma.
- e. Reviewed or audited financial statements of the respondent or of each principal team member who will be financially responsible for the operating and maintenance budget of the center.
- f. Discuss financing model and how the respondent will address any operating deficits and capital needs
- g. Describe if an operating or capital reserve will be established and how the reserve will be funded (include any plans for establishing an endowment and past experience with such)
- h. Describe user fee policy for residents of Capitol Quarter, low-income and elderly residents, and others

Provide a five-year operating pro forma including building maintenance, overhead, and programs. Exhibit D should provide

- Attachment A– General Conditions for Non-Construction – Section I (With or without Maintenance Work)
- Attachment B –Tax Certification Affidavit
- Attachment C –Non-Collusive Affidavit
- Attachment D – Certificate of Eligibility
- Attachment E– Contract Compliance Requirements
- Attachment F – Payment to Subcontractors and Suppliers Certification
- Attachment G – Representation, Certification, and Other Statements of Bidders
- Attachment H – Statements of Respondent Qualifications
- Attachment I – Certification of Adherence to Section 3 Clause
- Attachment J – Section 3 Contractor Compliance Agreement
- Attachment K – Action Plan for Section 3 Commitment Template
- Attachment L – Conflict of Interest Certification
- Attachment M– List of Certified Minority and Women-Owned Banks
- Attachment N – Wage Determination

C.6 COMPLETE PROPOSALS

Complete proposals will be evaluated based on established evaluation criteria. Proposals should set forth full and complete information as required by this RFP. Upon the completion of the review process, the Evaluation Panel will submit its recommendation(s) of Respondents that are deemed the most overall technically qualified. Proposals shall represent the best efforts of the Respondents and will be evaluated as such.

C.7 MANNER OF AWARDS

The Contracting Officer’s Technical Representative (“COTR”) shall review the Evaluation Panel’s recommendation and make the final selection from the finalist(s) recommended as determined to be in the best interests of DCHA. The DCHA may award a contract upon the basis of the initial Responses received, without discussion.

C.8 RETENTION

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

C.9 FAILURE TO SUBMIT PROPOSAL

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

C.10 UNNECESSARILY ELABORATE PROPOSALS

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

C.11 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

C.11.1 That the offer includes proprietary or confidential information that shall not be disclosed outside the DCHA and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the proposal;

C.11.2 That if a contract is awarded to the Respondent, DCHA shall have the right to duplicate, use or disclose the proprietary or confidential information to the extent provided in the contract;

C.11.3 That this restriction does not limit DCHA's right to use the proprietary or confidential information if it is obtained from another source without restriction;

C.11.4 That the Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction; and

C.11.5 The Respondent shall not designate as proprietary or confidential information the name of the Respondent, the proposal price, quantity, method of delivery or any information that is not deemed proprietary or confidential.

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

C.12 LATE PROPOSALS, MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

a) Proposals and modifications to proposals that are received in the designated DCHA office after the exact time specified in the RFP are “late” and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

1. The proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of Respondents;
2. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the RFP was caused by mishandling by the District after receipt; or
3. The proposal is the only proposal received.

b) The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification, or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown in the postmark, the proposal shall be considered late unless the Respondent can furnish evidence from the postal authority of timely mailing.

c) Any request for withdrawal or request for modification received after the time and date set for submission of offers at the place designated for submission shall be considered “late”.

d) A late proposal, late request for modification, or late request for withdrawal shall not be considered, except as provided by this section.

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

C.13 FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF A PROSPECTIVE RESPONDENT

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

C.14 SIGNING OF PROPOSAL

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

Proposals by a partnership must be signed with the partnership name by one of the partners of the partnership or by an authorized representative, followed by the signature and designation of the person signing. Proposals by a limited liability company shall be signed by a member or manager of the company, followed by the signature and designation of the person signing. Corporations must be signed with the name of the corporation, followed by the signature and designation of the President or Vice President and attested to by the Secretary of the Corporation or other persons authorized to bind the Corporation. The Corporate Seal must be affixed thereto. If the offer is signed by other than the President or Vice President, evidence of authority to so sign must be furnished by resolution of the Board of Directors meeting or extract of by-laws certified by the Corporate Secretary with Corporate Seal affixed thereto.

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

C.15 PROPOSAL GUARANTEE AND ACCEPTANCE PERIOD

Proposals must be accompanied by a written guarantee that the respondent will keep its initial offer open for at least one hundred and twenty (120) days and that, if a best and final offer is made, it will keep its best and final offer open for a period of at least Ninety days (90) days thereafter; and upon acceptance by DCHA of a best and final offer, that it will execute the contract and meet other requirements within the times specified in the RFP.

C.16 BEST AND FINAL OFFERS

C.16.1 DCHA may award a contract upon the basis of initial offers received, without discussion. Therefore, each initial offer should contain the respondent's best terms from a cost and technical standpoint. However, if discussions are held with respondents, all respondents within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written best and final offers ("BAFOs") at the designated date and time. If modification is submitted, it must be received by the date and time specified and is subject to the "Late Submission, Modifications and Withdrawals of Proposals" provisions of this solicitation.

C.16.2 After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in DCHA's best interest to do so. If discussions are opened, the Contracting Officer shall issue an additional request for best and final offers to all respondents still within the competitive range.

C.17 ACKNOWLEDGMENT OF ADDENDA/AMENDMENTS

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

SECTION D – CONTRACT TERMS

D.1 TIME

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

D.2 INSURANCE

The successful Respondent, at its own expense, shall obtain the minimum insurance coverage set forth below and keep such insurance in force throughout the contract period. All insurance provided by Respondent in this section shall set for DCHA as an additional insured (as applicable).

MINIMUM INSURANCE REQUIREMENTS
BASIC COVERAGE
Commercial General Liability (GL): Per Occurrence: \$2,000,000 Aggregate: \$4,000,000 Products and Completed Operations: \$2,000,000 Personal/Advertising Injury: \$1,000,000
Automobile Liability: \$1,000,000 per occurrence (if used in the performance of the contract)
Workers' Compensation: The contractor should contact its insurer for the appropriate liability limits.
Employer's Liability: This coverage is not available to employees if Worker's Compensation applies (see 32 DC Official Code § 1504). If and when Employer's Liability insurance applies, however, the minimum requirements are as follows: Each Accident: \$500,000 Employee Disease: \$500,000 Disease-Policy Limit: \$500,000
ADDITIONAL COVERAGE (Requirements to be determined depending on the contract.)
Umbrella or Excess Liability: \$ 4,000,000
3rd Party Crime Insurance: Per Occurrence for Each Wrongful Act: \$50,000 + (depending on contract)
Sexual Abuse & Molestation (GL): Per Occurrence : \$2,000,000+ (depending on contract) Aggregate: \$4,000,000+ (depending on contract)
Employment Practices Liability: Per Occurrence: \$1,000,000 Aggregate: \$1,000,000

With respect to CGL and Sexual Abuse above, these policies shall be endorsed to name DCHA as an additional insured and as loss payee.

With respect to the policies described above, these policies must:

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

In the event a claim arises out of this contract, the Respondent will promptly notify the DCHA Contracting Officer's Technical Assistance Representative (COTR) and the DCHA Office of Risk Management (ORM). In addition, the Respondent will investigate and furnish the DCHA COTR and ORM with reports of all incidents, accidents, claims and potential claims for damage or injury and will cooperate with its insurers and those of DCHA.

D.3 EMPLOYEE DISHONESTY INSURANCE

The Respondent shall provide evidence of employee dishonesty insurance for an amount not less than \$250,000, obtained at its own expense, for the purpose of protecting the DCHA against dishonest acts of the Prospective Respondent and its employees. The DCHA must be named as the loss payee. The insurance company, form, limits and content of such coverage will be subject to the approval of the DCHA. The Respondent shall indemnify, defend and hold harmless HUD and DCHA from any loss, cost damage, claim, demand, suit, liability, judgment and expense (including any attorney fees and other costs of litigation) arising out of or resulting from or in connection with any breach by the Respondent, its agents, employees and the Prospective Respondent of any provision of this contract or any negligent or bad faith act(s) or omission(s) or the negligent performance of this contract by the Respondent, its agents, employees and the Respondent or any other person or entity for which the Respondent may be responsible. The obligations, indemnities and liabilities assumed by the Respondent shall not extend to any liability caused by the negligence of HUD, DCHA or their employees or agents. Any provisions or limits of insurance set forth in this contract shall not limit the Respondent liability. DCHA shall notify the Respondent within a reasonable time of any claim for which the Respondent may be liable under this paragraph. At its own expense, the Respondent shall obtain the necessary insurance coverage acceptable to DCHA to comply with this indemnification requirement; provide evidence of such coverage to the DCHA,

and such coverage shall be in place prior to or upon execution of any contract and as a condition to it.

D.4 RESPONDENT'S KEY PERSONNEL

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

D.5

CONSENT TO SUBCONTRACT

Respondents must obtain the prior written consent of DCHA to subcontract any portion of the work not included in the original proposal and Lease all Respondents are required to include in their response a list of any proposed subcontractors and a list of tasks/items, if any, with respect to which the Respondent intends to subcontract all or any portion of the work.

D.6 FAIR HOUSING EQUAL OPPORTUNITY

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

D.7 THE AMERICAN WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of the contract, the Prospective Respondent and all of its sub-Contractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with disability. See 42 U.S. Code 2101 et.seq.

D.8 SECTION 504 OF THE REHABILITATION ACT OF 1973 (AS AMENDED)

During the performance of the contract, the Prospective Respondent and all of its sub-Contractors shall comply with the Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against persons with disabilities in federally funded programs and activities. DCHA has entered into a Voluntary Compliance Agreement that requires a minimum of 6 percent of the public housing units constructed will comply with Uniform Federal Accessibility Standards ("UFAS") as well as the additional specific requirements of HUD for

accessible public housing units. DCHA may require more than 6 percent in the revitalization plan. In addition, all other units constructed must comply, as applicable, with the Fair Housing Act guidelines on accessibility. See 29 U.S. Codes, Section 794

D.9 AFFIRMATIVE ACTION PROGRAM

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

D.10 NO WARRANTY

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

D.11 EXPENSE OF THE RFP SUBMISSION

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

D.12 MCNAMARA - O'HARA SERVICE CONTRACT ACT

Respondent shall be required to comply with the requirements of the McNamara-O'Hara Service Contract Act of 1965 (SCA), as amended, 41 U.S.C. 351, *et seq.*, and the implementing regulations found in 29 C.F.R. 4. The McNamara-O'Hara Service Contract Act requires Respondents and sub-Contractors performing services on prime contracts in excess of \$2,500 to pay service employees in various classes no less than the wage rates and fringe benefits found prevailing in the locality, or the rates (including prospective increases) contained in a predecessor Respondent's collective bargaining agreement for prime contracts in excess of \$100,000, Respondents and sub-Contractors must also, under the provisions of the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, pay laborers and mechanics, including guards and watchmen, at least one and one-half times their regular rate of pay for all hours worked over 40 in a workweek.

D.13 SECTION 3 REQUIREMENTS

All Respondents 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 Respondents 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 Respondents 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 is 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.

Respondents and sub-Contractors 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 Respondent 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 Respondent seeks trainees and/or employees that meet certain requirements. In order to better facilitate this goal, all efforts to hire to meet the Contactor'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.

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.

Non-Compliance Procedures

Any Contractor who fails to make a positive effort to meet the hiring and contracting goals described in the Section 3 Plan may be determined to be non-compliant. After a determination by DCHA that the Contractor has failed to comply with the Section 3 terms of their contract, DCHA shall serve notice of such non-compliance to the Contractor or its representative. The Contractor shall be responsible for notifying any subcontractor(s) who is not in compliance.

Upon request, the Contractor determined to be non-compliant shall meet with DCHA within three (3) working days of written notice in order to determine a method of correcting the deficiencies and determining the time period within such remedy shall be effective. If remedy is not agreed upon within three (3) days of the required notice, DCHA shall prescribe the remedy by which deficiencies shall be corrected and notify the Contractor in writing of such a determination. If the

Contractor does not correct the deficiencies in the manner as directed by DCHA within thirty (30) calendar days DCHA may impose any or all of the following sanctions:

- (a) Withholding payments;
- (b) Termination for default or suspension of contract; or
- (c) Placing the Contractor on a list of Contractors who fail to comply with DCHA Section 3 requirements.

Monitoring

DCHA will conduct unscheduled site visits to interview all Section 3 hires. DCHA will also review weekly payrolls and other supportive documentation.

Reporting

Contractor must submit monthly reports regarding their Section 3 activities as requested by the Section 3 Compliance Coordinator. If Contractors chose to contract with Section 3 business concerns, they must also submit proof of payment to those businesses.

Within five business days of project completion, Contractors are required to provide a narrative of their efforts and outcomes as it relates to Section 3 activity to the DCHA Section 3 Compliance Coordinator.

Contact

Please consult the DCHA Section 3 Compliance Coordinator at 202.535.1212 for additional information.

D.14 CANCELLATION

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

D.15 PROTESTS

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

DEFINITIONS

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

Executive Director. The Executive Director of the District of Columbia Housing Authority.

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

General Counsel. The General Counsel of the District of Columbia Housing Authority.

Protester. Any respondent to a solicitation made by DCHA who has submitted a bid, quotation, or proposal meeting all the material requirements of the solicitation, who has received an unfavorable decision concerning the results thereof, and who feels that said decision was reached in an unfair and/or biased manner.

PROCEDURES

1. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days of contract award by the Contracting Officer of the DCHA, or the protest will not be considered, unless a different time period has been established in the RFP or contract, if applicable. The formal complaint must be in writing, must identify the aggrieved party by name and address, and contain a clear and concise factual and legal grounds of the protest, including copies of relevant evidence or supporting documents, statutes, rules, regulations and/or policies violated, and the relief requested by Protester.
2. The Contracting Officer, upon receipt of the formal complaint, shall review the merits of the protest and render a decision, in writing, to the Protester. The response shall include a finding of facts based on information provided by the Protester and DCHA's knowledge of the circumstances, and shall include instructions for filing an appeal, if necessary. The Contracting Officer must respond to the formal complaint within fifteen (15) days of its receipt, except where the response time is otherwise stipulated in an agreement with the Protester directly related to the disputed issues.
3. If the Contracting Officer fails to respond to the formal complaint within the specified time period, or if the Protester disagrees with the decision rendered, then the Protester may submit an appeal to have the dispute resolved by the DCHA Executive Director. Such appeal must be in writing and made within fifteen (15) days of the date of the initial

decision rendered by the Contracting Officer, or within fifteen (15) days after the expiration of the response time allotted. The Executive Director, or any designee, shall respond to any appeal submitted in a timely manner within fifteen (15) days of receipt of said appeal, except where the response time is otherwise stipulated in a contract with the Protester and directly related to the disputed issues.

4. If the Executive Director or designee, fails to respond to a properly submitted protest within the allotted time, or the if Protester wishes to appeal the decision rendered, then the Protester may submit a formal request to have the dispute settled by the appropriate field office of the U.S. Department of Housing and Urban Development (HUD). Such request must be in writing and made within fifteen (15) days of receipt of the decision rendered by the Executive Director or designee, or within fifteen (15) days after the expiration of the response time allotted to the Executive Director whichever is earlier. The field office of HUD will only review protests that meet one of the following criteria:
 - I. Violation of Federal law or regulations and the standards of section 85.36, Code of Federal Regulations, title 24 (24 CFR, Part 85.36). Violations of local law will be under the jurisdiction of local authorities.
 - II. Violation of DCHA's protest procedures delineated herein based on the failure of DCHA to review a complaint or protest.
5. All protests, except those directed to HUD, or local authorities, shall be addressed to the administrative offices of DCHA. The address of the administrative offices of DCHA is as follows:

Attn: Cheryl Moore, Interim Contracting Officer
Office of Contracts and Procurement
District of Columbia Housing Authority
1133 North Capitol Street, N.E. Room 300
Washington, D.C. 20002

6. All protests directed to the field office of HUD shall be addressed to the following location:

Public Housing Division
U.S. Department of Housing and Urban Development
Washington, D.C. Field Office, Region III
Union Center Plaza
820 First Street, N.W.
Washington, D.C. 20002-4205

7. DCHA shall, in all instances, promptly disclose information to the HUD Field office related to any protests or complaints. However, failure to promptly notify HUD of such matters does not relieve the Protester of compliance with the administrative procedures presented herein.
8. In the event the Protester disagrees with the decision rendered by the HUD Field Office and exhausted all administrative remedies, Protester may pursue any and all legal remedies available at the Contract Appeals Board in the District of Columbia.

D.16 FREEDOM OF INFORMATION ACT

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

D.17 RESPONSIBLE RESPONDENTS

DCHA will award contracts only to responsible prospective Respondents who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of an offer, DCHA will consider such matters regarding the Respondent:

1. Integrity
2. Compliance with public policy
3. Record of past performance
4. Financial and technical resources

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

SECTION E – EVALUATION FACTORS FOR AWARD

E.1 EVALUATION OF PROPOSALS

- E.1.1 DCHA reserves the right to reject any and all proposals determined to be inadequate or unacceptable. DCHA may award a contract upon the basis of initial offers received without discussions. Therefore, each initial offer should contain the respondent's best terms from a price and technical standpoint.
- E.1.2 All proposals will be initially reviewed to determine compliance with the Proposal Format Requirements specified within this solicitation. Proposals, which do not comply with these requirements, may be rejected without further review.

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

- E.2.1 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.
- E.2.2 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.
- E.2.3 The DCHA may make multiple awards to ensure availability of a wide range of products or services.
- E.2.4 The combined relative merit of the technical evaluation factors listed below will be more significant than cost or price in the selection of the Respondent.

E.3 QUALIFICATION BIDDERS LISTING (QBL)-RESERVED

E.4 EVALUATION FACTORS

EVALUATION FACTORS & SELECTION CRITERIA

The District of Columbia Housing Authority will apply appropriate points as outlined below:

CRITERIA	MAXIMUM POINTS
TECHNICAL	
Qualifications and Experience of the Operator Experience of the organization in all aspects of developing and delivering a broad range of recreational and cultural activities for a diverse neighborhood market; operating and maintaining a building; experience with fundraising, grant writing and obtaining government contracts.	30
Key Individuals and Management Plan Quality of overall plan for managing the program development process, delivery of services and property management. The plan should identify key individuals who will be managing the center, reporting systems, monitoring, performance reviews and participant input in the evaluation process by residents and neighborhood groups.	30
Programs and Service Plan Quality and feasibility of the proposed programs and services, describe the proposed programs and the target age group of participants; funding and feasibility for the program. Quality and thoroughness of the approach to fully utilizing the facility to meet market demand, how feasibility will be/has been determined, thoughtfulness and quality of draft program plan.	30
Community Outreach Plan Quality of plans for continued community engagement, including methods for gathering community input on performance and adequacy of programming. Experience with community outreach plans.	30
Property Maintenance and Sustainability Plan Quality of overall plan for maintaining and operating a LEED designated building. Include past practices, maintenance and property management plans with in-house or contracted expertise.	20
Financial Capacity/Model Evidence of ability to execute the proposed financing plan, including financing model which addresses any operating deficits, capital reserves, establishment of endowment and past experience with such.	30
Section 3 Experience & Plan Describe plans for training and hiring low-income residents of Capitol Quarter, the former Capper/Carrollsborg development and residents in the immediate neighborhood. Describe commitments and indicate how Section 3 numeric hiring goals relate to residents of the immediate area. Provide evidence of the ability to execute resident training and hiring as	20

proposed.	
MAXIMUM TECHNICAL POINTS	
	190

SECTION 3

The District of Columbia Housing Authority will apply appropriate points as outlined below:

Section 3 Evaluation Criteria		(Maximum 20 Points)
1. <i>For non-construction contracts:</i> Proposes to have DCHA residents or program participants as interns. <i>For construction contracts:</i> Proposes to have DCHA residents or program participants as *apprentices.		2 points
2. Demonstrated evidence of successful past performance with the fulfillment of Section 3 Commitments.		3 points
3. Will hire DCHA residents or program participants for appropriate employment opportunities within the firm or any of its affiliated sub-Contractors.		4 points
4. Proposes to provide funding for training for a DCHA resident or program participant.		3 points
5. 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
6. Proposes to subcontract supportive services to Section 3 businesses.		2 points
7. 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

*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.

BONUS POINTS

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 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).

BUSINESS ENTERPRISE DESIGNATION – Bonus Factor 10 points

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 sub-Contractors.

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 – Bonus Factor 2.5 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. 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.

MAXIMUM RFP POINTS (to include Bonus Points)	202.5
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SECTION F-TIMETABLE (SELECTION PROCESS)

F.1. TIMETABLE()**

Advertisement	Sunday, October 19, 2014
Issue RFP	Wednesday, October 23, 2014
Pre-Proposal Conference	Thursday, November 6, 2014
Deadline for Submitting Questions	Thursday, November 13, 2014
DCHA Response to Questions	Thursday, November 20 , 2014
Proposal Submission Deadline	Friday, December 5, 2014
Interviews and Presentations	TBD
DCHA Board of Commissioners Review and Selection	TBD

() DATES IDENTIFIED ABOVE ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF THE DISTRICT OF COLUMBIA HOUSING AUTHORITY.**

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

EXHIBIT 1

CAPITOL QUARTER COMMUNITY BUILDING REPORT PREPARED FOR

DISTRICT OF COLUMBIA HOUSING AUTHORITY

AUGUST 2014

FINAL REPORT

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- H** Market Share and Capture Rate

1.0 – PREFACE

In February of 2014, Brailsford & Dunlavey, Inc. (“B&D”) was retained by the District of Columbia Housing Authority (“DCHA”) to conduct a planning study for the Capitol Quarter Community Building (“Study”). The community building was once part of the 23-acre Capper/Carrollsborg public housing project, but will become a key element of a new mixed-income community. According to JD Land, “DCHA sees the new community building being a multifaceted enrichment center, a hub for activities, and positive civic interaction, as well as serving the community-building process.”

The new building is intended to serve many functions such as fitness and cultural activities based upon an assessment of community needs detailed as part of this study. In addition to identifying the highest priority needs within the community, this study will be utilized to establish a recommended program and assist DCHA in the procurement of a private, 3rd party to operate the building.

The B&D project team (“Project Team”) that produced this Study included the following individuals:

- ◆ Jay Brinson, Regional Vice President
- ◆ Bryan Slater, Project Manager
- ◆ Nikkia Martin, Assistant Project Manager
- ◆ Abdul Kader Kabbani, Project Analyst
- ◆ Tyler Specht, Project Analyst

Throughout this Study, B&D coordinated its efforts with the Justice & Sustainability Associates (“JSA”). The Project Team would like to give special thanks to the members and officials of JSA who helped coordinate the public engagement process.

The findings of this Study constitute the professional opinions of B&D personnel based on the assumptions and conditions detailed throughout this report. B&D conducted research using both primary and secondary sources that are deemed reliable, but whose accuracy cannot be guaranteed. B&D developed revenue projections based on the project concept defined herein. Should any alteration be made to the recommended program of spaces, the revenue projections are likely to differ and would require updating the financial model with the revised program. Furthermore, due to variations in market and other external factors, actual expenses and revenues may vary from projections, and these variances may be material.

2.0 – EXECUTIVE SUMMARY

Introduction

In February 2014, Brailsford & Dunlavey, Inc. (“B&D”) was retained by the District of Columbia Housing Authority (“DCHA”) to conduct a planning study for the Capitol Quarter Community building (“Study”). The building will become part of a new mixed-income community that was once the 23-acre Capper/Carrollsborg public housing project. According to a quote provided on the JD Land blog, “DCHA sees the new Community building being a ‘multifaceted enrichment center,’ a ‘hub for activities and positive civic interaction,’ as well as ‘serving the community-building processes.”

Background

This report analyzes unmet market demands and programmatic options for a community building already planned for construction at 5th and L Streets in the southeast quadrant of Washington, D.C. Findings from market analyses and a community survey were used to establish utilization assumptions and corresponding projections for operating revenues and expenses. Various analyses are included in the Study’s sections and exhibits. Although the building has already been designed and permitted for construction, DCHA intends to utilize the Study to modify floor plans and assist with solicitation of a third-party operator.

SUMMARY OF FINDINGS

The primary findings and conclusions from the Study are provided below and in the following sections and exhibits of this report.

Project Vision

- ◆ DCHA strives to meet broad recreation and leisure interests and expects this building to serve as an enrichment center, a hub for neighborhood activities, and a place that facilitates positive civic interaction among all members of the local community.
- ◆ DCHA does not expect the building to receive operating subsidies from the District government and plans to procure a third party to operate the building. Therefore, programs and activities offered in the building should, to the greatest extent possible, be financially self-sustaining.

- ♦ The building should serve as a neighborhood gathering place and have spaces that support a variety of programs and services, including classes, meetings, group exercise, and child, youth, and adult programs.

MARKET ANALYSIS

Below are the key finding with respect to the market analysis. A detailed write-up can be found in Section 3.0 of this report.

- ♦ The facility is expected to service a half-mile target market area that includes 6,000 residents as of 2013, a figure that is conservatively expected to grow to 7,500 by 2018 with development of several new housing properties. The half-mile target market area contains exceptionally strong household incomes and has a very favorable proportion of residents between the ages of 25 to 34. Although the facility will service a small population, the residents possess ideal characteristics for driving membership and class revenue.
- ♦ B&D analyzed participation trends provided by the National Sporting Goods Manufacturers Association to understand market potential. Analysis of the data revealed that the vast majority of users will be in the 25 to 34 age group and B&D suggests any marketing strategy should be tailored to this age demographic. Further, almost all activities have participation levels that escalate with household income levels. In consideration of the local target market household income profile, B&D believes there is opportunity to drive market-rate membership and class registration fees to patrons who value convenience and proximity to their homes.
- ♦ Based on a review of the competitive marketplace, the existing community and fitness centers do not adequately satisfy market demand for fitness activities and enrichment classes. As a result, B&D believe the Project contemplated herein can fill a market gap.

COMMUNITY ENGAGEMENT

A significant effort was made to engage all neighbors living within the primary market area. DCHA utilized the services of Justice and Sustainability Associates (JSA) to direct the outreach activities. Over the four-month duration of the Study, Project team members from JSA, B&D, and DCHA conducted two large community meetings, met on three occasions with a working group, and engaged in numerous individual conversations with interested neighbors. Following is a summary of the feedback received:

- ◆ Facility programming should be responsive to the demands of persons in the primary market area (1/2-mile radius of the site) and include activities for all age groups.
- ◆ Spaces within the building should be designed with flexibility in mind to accommodate multiple types of community enrichment and fitness activities both now and in the future.
- ◆ The community supports a fee-based programming structure, but fees should be indexed based upon ability to pay and residency.
- ◆ Long-term funding for facility operations and maintenance is crucial to maintaining the building in good condition over time.

Survey Results

A total of 473 responses were received over the course of a three-week survey collection period, resulting in statistically-reliable results with a 95% confidence level and a 4.8% margin of error. Detailed survey findings are available in Section 5.0. A summary of key findings follows:

- ◆ Participation levels in fitness and enrichment activities are closely linked to household income and a person's age.
- ◆ Respondents from the primary market area living in lower income households are significantly older than those from higher income ones.
- ◆ The five most demanded adult programs, in order, are yoga, group fitness, dance, cooking, and gardening classes.
- ◆ The five most demanded youth programs, in order, are outdoor playground areas, indoor soft play areas, music classes, gymnastics classes, and crafts.
- ◆ Regardless of income level, over 75% of survey respondents indicated a willingness to pay a fee in order to participate in fitness and enrichment activities at the new community building.
- ◆ Parents in the primary market area expressed overwhelming willingness to enroll their child or children in a day care at the new community building.

PROGRAM RECOMMENDATIONS

B&D developed an outline program that reflects DCHA's vision, community input, survey results data, and market analysis findings. The outline program is a list of all revenue-generating elements that are recommended for the new community building, including recreation spaces, specialized activity spaces, and community spaces. Other spaces, such as offices, a kitchen, and locker rooms, which are not contained in the table, are also included in the final recommendations.

Activity	Quantity	Total NASF	Typical Uses
Gym	2	7000	Sports leagues, camps, free play
Day Care	1	3600	Day Care
Multipurpose Fitness	3	3300	Aerobics, Yoga, Dance, Martial Arts
Multipurpose Classrooms	2	2200	Performing Arts, Music, Education, Tutoring
Fitness Individual	1	1200	Cardio machines or convert to multipurpose
Indoor Soft Play Area	1	700	Indoor soft play or convert to multipurpose

Figure 2.1: Program recommendation summary

PROJECT ECONOMICS

In B&D's experience, most publicly-operated community buildings like the one contemplated herein are seldom able to cover operating costs with facility revenues. They are viewed as public assets so market-rate memberships and fees are not charged. Cost recovery percentages typically range from 60% to 90%. B&D expects this Project to be on the high end of this range with revenues covering ninety-one percent (91%) of the building's operating expenses.

Enrichment and fitness class admissions are the primary revenue source for the new community building, accounting for about fifty-six percent (56%) of the total revenue. Despite a cost-recovery assessment that does not break even, there is a strong opportunity for an experienced operator with a reputable set of programs to be successful in this location, particularly if it is able to draw members from the secondary market area, which is nearly five times larger than the primary one.

Revenues	2018
Pass Revenue	\$ 85,707
Multi Purpose Classes: fitness	\$ 341,760
Multi Purpose Classes: enrichment	\$ 230,421
Gym Rental	\$ 88,511
Indoor Soft Play Area	\$ 80,634
Other Revenue	\$ 16,154
Day Care	\$ 103,700
Total Revenue	\$ 946,886
Expenses	
Full-time salaries and benefits	\$ 255,100
part-time personnel	\$ 92,200
Multi Purpose Instructors: fitness	\$ 205,056
Multi Purpose Instructors: enrichment	\$ 162,603
Utilities	\$ 65,000
General administrative	\$ 111,000
Repairs and Maintenance	\$ 54,000
Contracted Services	\$ 75,000
Insurance	\$ 21,000
Total Expenses	\$ 1,040,959
NOI	\$ (94,073)
Cost Recovery	91%

3.0 – MARKET ANALYSIS

INTRODUCTION

The market analysis is an in-depth examination of demographic and socioeconomic characteristics unique to the Washington D.C. marketplace with a particular emphasis on the southeast quadrant, the project site's location. Findings from this analysis are utilized for making programmatic recommendations and developing corresponding financial projections. Specific tasks in the market analysis included:

- ♦ A demographic analysis of the local and regional marketplaces to understand socioeconomic makeup;
- ♦ A participation analysis using data from the National Sporting Goods Manufacturers Association to inform a conceptual number of participants within a defined target market area; and
- ♦ An analysis of competitive facilities to understand potential market niches not being accommodated by the current supply of facilities.

DEMOGRAPHIC ANALYSIS

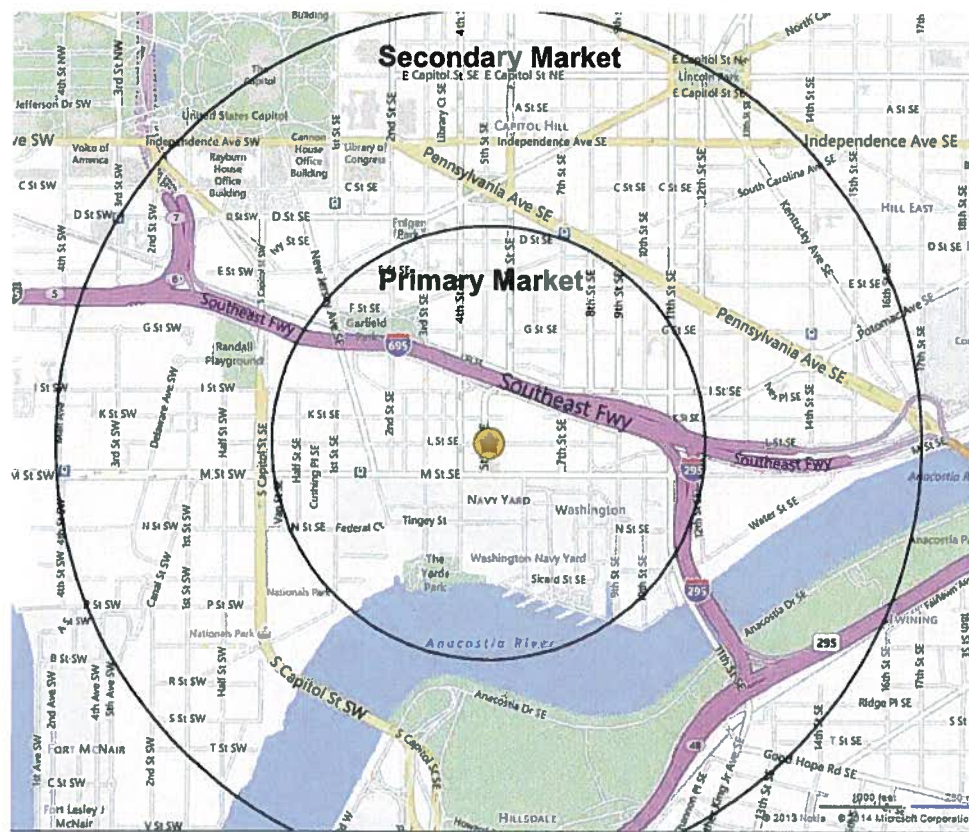
Introduction & Methodology

Brailsford & Dunlavy utilized both primary and secondary sources to gain a thorough understanding of the demographic and socioeconomic conditions of the Navy Yard area in the southeast quadrant of Washington, D.C. While many community-focused recreation projects serve a greater market area, D.C.'s dense urban makeup and high saturation of public and private facilities suggest that the primary market area will be no greater than one-half (.5) mile from the site, while the secondary market area is assumed to be one mile. The selection of a half-mile as the primary market area was also attributable to a lack of parking at the facility and programming directed at the neighbors of the project. These two factors limit the primary market to a reasonable walking distance of no greater than nine blocks, which is about one-half mile.

Site Context

The project site is three blocks east of Nationals Park, two blocks north of the Navy Yard government complex, and south of I-495. The primary market's radius surrounding the site

provides access to the area commonly known as the Navy Yard neighborhood while also encompassing a small portion of the Capitol Hill neighborhood, which is just to the north of the I-695 Southeast Freeway. The secondary market area has been established at a 1-mile radius from the project site and encompasses most of the Capitol Hill neighborhood and a small portion of the southwest quadrant of Washington D.C, which is west of South Capitol Street.



Population Overview

The primary market area has slightly over 6,000 residents as of 2013, while the secondary market area is nearly five times larger at slightly over 30,000 people. According to US Census projections, the primary market area will add 450 residents over the next five years while the secondary marketplace will add an estimated 2,400 during the same time. These growth projections do not take into account planned developments in the Navy Yard neighborhood, an area that has seen a significant increase in investment and development since the completion of nearby Nationals Park. After review of planned developments, B&D believes the population growth may actually

be closer to 11,000 by 2018. This growth is reflected in the table below under “Modified Projection.”

	[1] Census Projection			[2] Modified Projection			Percent Owner Occupied
	Population (2013)	Population (2018)	Annual Growth	Households (2018)	Population (2018)	Average HH Size	
Half-Mile Primary Market	6,157	6,622	1.51%	6,500	11,050	1.7	33.1%
One-Mile Secondary Market	30,411	32,831	1.59%	15,615	30,411	1.9	42.0%
Washington, DC Proper	631,516	680,026	1.54%	281,891	680,026	2.1	42.7%
Washington, DC MSA	5,803,606	6,128,795	1.12%	2,172,952	6,128,795	2.6	64.7%
United States	314,419,291	328,556,267	0.90%	118,845,620	328,556,267	2.6	65.1%

Source: SitesUSA 2013, US Census Bureau

[1] Census projections from SitesUSA 2013 data

[2] Modified projections based upon housing start data provided by DCHA and the Capitol Riverfront

Average household size provides a broad understanding of the extent to which a market contains households with children. The average household sizes within the primary and secondary markets are 1.7 and 1.9 people, respectively. These sizes are smaller than averages seen in D.C. proper (2.1) and both the MSA and national averages, each with 2.6 people per household. The market also contains comparatively fewer owner-occupied households, suggesting the project will be in direct competition with rental properties that offer significant on-site amenities such as weight and fitness areas, conferencing space, and other amenities.

Age

The median age for the half-mile primary market is 31.7 years and nearly 34 for the one-mile secondary market. Each measurement is significantly lower than both the MSA and national averages. The percent of the primary market population that is nine years or younger is 7% and 10% for the two target markets, while the MSA and national average are at roughly 13%. The youth population, ages 10 to 19, is also much smaller than the national and metropolitan averages. Conversely, early adults aged 20 to 29 represent nearly 30% of the population in the half-mile target market, a figure nearly double both the national and MSA averages. In B&D’s experience, age is perhaps the most reliable indicator for predicting participation in certain activities while income is more important for understanding membership and class revenue potential

	Population	Median Age	Age: Percent of Total				
			Children (Infant to 9)	Youth (10 to 19)	Early Adult (20 to 29)	Adult (30 to 64)	Senior (65+)
Half-Mile Primary Market	6,157	31.7	6.7%	4.8%	29.8%	49.8%	8.9%
One-Mile Secondary Market	30,411	33.8	10.2%	7.1%	21.0%	51.3%	10.4%
Washington, DC Proper	631,516	33.3	11.2%	9.9%	19.8%	47.3%	11.8%
Washington, DC MSA	5,803,606	35.7	13.2%	12.7%	13.8%	49.0%	11.3%
United States	314,419,291	36.5	13.0%	13.5%	13.8%	46.0%	13.7%

Source: SitesUSA 2013

Market Wealth

Market wealth is a critical measurement for determining spending on fitness memberships and classes. Typically, the more wealth in a market area, the more discretionary income there is for luxury items such as fitness center memberships. As seen in the table below, each of the target market income levels is comparable to the level seen in the MSA but significantly elevated over Washington D.C. proper and the national average. However, the each of the local market jurisdiction's cost of living index is 140, meaning that the area is 40% more expensive to live in than the average United States city. After adjusting for this difference, the two target markets and the D.C. MSA still have adjusted household incomes significantly higher than the national average of \$52,000.

The most notable measurement in this analysis is per capita income. The half-mile target market area has a per capita income of \$65,000, which is 240% higher than the national average of

	Population	Per Capita Income	Median HH Income	Adjusted HH Income	HH Net Worth
Half-Mile Primary Market	6,157	\$65,067	\$95,416	\$68,154	\$669,759
One-Mile Secondary Market	30,411	\$58,688	\$88,989	\$63,564	\$680,700
Washington, DC Proper	631,516	\$43,885	\$62,955	\$44,968	\$597,843
Washington, DC MSA	5,803,606	\$47,980	\$92,608	\$66,149	\$793,135
United States	314,419,291	\$27,068	\$51,803	\$51,803	\$502,529

Source: SitesUSA 2013

\$27,068. High per capita income and favorable age demographics in the target market are two important drivers for a successful project at the proposed site.

B&D also analyzed household wealth within the two target market areas and found an incredibly high percentage of households in upper income brackets. In B&D's experience, it is exceedingly rare for target market areas in the middle of a region's "urban core" to have income levels higher than those in the entire MSA.

	Household Wealth: Percent of Total						
	Under \$49,999	\$50,000 to \$74,999	\$75,000 to \$99,999	\$100,000 to \$149,999	\$150,000 to \$199,999	\$200,000 and Up	Percent over \$100,000
Half-Mile Primary Market	29.1%	9.6%	12.4%	19.3%	14.3%	15.3%	48.9%
One-Mile Secondary Market	34.3%	13.0%	9.6%	16.2%	11.5%	15.5%	43.2%
Washington, DC Proper	41.8%	15.2%	10.0%	12.8%	8.3%	12.0%	33.1%
Washington, DC MSA	25.9%	15.7%	11.9%	10.5%	20.7%	15.3%	46.5%
United States	48.7%	17.8%	11.9%	11.8%	3.1%	6.7%	21.6%

Source: SitesUSA 2013

PARTICIPATION TABLES

B&D obtained recreation and sports participation data from the National Sporting Goods Association (NSGA) to inform demand levels for the project. This data was reconciled with local demographics to understand demand for the following activities: aerobics, exercising with equipment, weight lifting, working out at a club, yoga, basketball, and volleyball, as well as those with no interest in participating. There are several limitations to the data, which are listed below:

- ◆ There will be significant cross-participation that is not taken into account in this analysis.
- ◆ This analysis quantifies conceptual gross participation levels and does not take into account either the competitive marketplace or the extent to which the project is able to capture the participants.
- ◆ Participation data for activities analyzed as part of this report is not available for those younger than seven years of age.

- ◆ The participation levels gauged in this analysis are for all activities within the NSGA report that are able to be reasonably accommodated by the anticipated program. The report does not take into account individual fitness activities except for a select few, such as yoga. B&D assumes that actives such as Zumba, body pump, etc. all fall under the “aerobics” participation category.
- ◆ Furthermore, this section only analyzes participation for recreation- and sport-oriented activities. A significant portion of the project’s programming and class revenue will be derived from educational and enrichment offerings, for which there is no reliable and credible national participation data available.

Despite these limitations, the data is insightful with regard to quantifying anticipated participation levels, particularly by various age groups.

National Participation by Gender and Age

Age and gender are perhaps the two greatest characteristics that determine participation in an activity type. The table below assigns a unique participation rate for each activity by gender and age. For instance, nearly 16% of all people over age seven are aerobics participants, suggesting there are approximately 45 million participants nationwide (the national population over age seven is 285 million.) The aerobics participants are divided further by gender with 73% (33 million) being female and 27% (12 million) being male. Gross participation is also quantified across various age groups. Participation for aerobics is greatest in the 25 to 34 year-old bracket, as 21% of all participants are within this group. A similar exercise was completed for all other activities.

Population		Gender		Ages								
285533		M	F	7-11	12-17	18-24	25-34	35-44	45-54	55-64	65-74	75+
Aerobics	44,816	12,192	32,624	1,342	2,705	5,456	9,465	7,500	6,885	6,080	3,497	1,886
	15.7%	27.2%	72.8%	3.0%	6.0%	12.2%	21.1%	16.7%	15.4%	13.6%	7.8%	4.2%
Basketball	25,579	17,508	8,071	4,037	5,436	4,635	4,656	3,615	2,212	748	229	10
	9.0%	68.4%	31.6%	15.8%	21.3%	18.1%	18.2%	14.1%	8.6%	2.9%	0.9%	0.0%
Exercise Walking	102,142	37,026	65,116	2,403	4,322	7,593	14,423	16,079	19,066	19,106	11,710	7,439
	35.8%	36.2%	63.8%	2.4%	4.2%	7.4%	14.1%	15.7%	18.7%	18.7%	11.5%	7.3%
Exercising w/ Equipment	57,738	24,678	33,061	384	3,025	6,941	10,348	9,647	10,282	8,356	5,590	3,165
	20.2%	42.7%	57.3%	0.7%	5.2%	12.0%	17.9%	16.7%	17.8%	14.5%	9.7%	5.5%
Weight lifting	31,083	19,169	11,913	158	2,580	5,648	6,030	5,725	4,909	3,413	1,743	878
	10.9%	61.7%	38.3%	0.5%	8.3%	18.2%	19.4%	18.4%	15.8%	11.0%	5.6%	2.8%
Working Out at a Club	35,241	14,922	20,319	196	1,628	5,258	5,802	5,855	6,125	4,255	3,750	2,371
	12.3%	42.3%	57.7%	0.6%	4.6%	14.9%	16.5%	16.6%	17.4%	12.1%	10.6%	6.7%
Volleyball	10,250	3,423	6,827	1,180	2,554	1,857	1,958	1,004	1,044	521	81	50
	3.6%	33.4%	66.6%	11.5%	24.9%	18.1%	19.1%	9.8%	10.2%	5.1%	0.8%	0.5%
Yoga	22,917	3,843	19,074	485	863	3,345	5,429	4,335	3,824	2,466	1,336	833
	8.0%	16.8%	83.2%	2.1%	3.8%	14.6%	23.7%	18.9%	16.7%	10.8%	5.8%	3.6%
Not Participating	55,361	25,705	29,656	3,163	3,944	6,263	7,720	6,722	8,269	7,321	5,300	6,659
	19.4%	46.4%	53.6%	5.7%	7.1%	11.3%	13.9%	12.1%	14.9%	13.2%	9.6%	12.0%

The green shading symbolizes the greatest participation in an age group for an activity while red signifies the lowest degree of participation. Unsurprisingly, high impact activities, such as volleyball and basketball, are dominated by younger participants and have low rates of participation by older age groups.

National Participation by Income

Income is also an indicator of potential participation in various activities since those with more discretionary income have a greater propensity to participate in fee-based activities at a community building. The table below analyzes activity participation by income bracket.

	Population		Income Bracket						
	285533	Under \$15,000	\$15,000 to \$24,999	\$25,000 to \$34,999	\$35,000 to \$49,999	\$50,000 to \$74,999	\$75,000 to \$99,999	\$100,00 to \$149,99	\$150,00 0 and Up
Aerobics	44,816 15.7%	4,056	3,552	3,848	5,591	7,834	5,950	7,411	6,574
		9.1%	7.9%	8.6%	12.5%	17.5%	13.3%	16.5%	14.7%
Basketball	25,579 9.0%	3,652	2,068	2,218	3,265	4,316	3,305	3,564	3,191
		14.3%	8.1%	8.7%	12.8%	16.9%	12.9%	6.4%	5.8%
Exercise Walking	102,142 35.8%	4,870	4,844	4,897	7,210	10,632	8,020	9,163	8,103
		10.9%	10.8%	10.9%	16.1%	23.7%	17.9%	20.4%	18.1%
Exercising w/ Equipment	57,738 20.2%	4,870	4,844	4,897	7,210	10,632	8,020	9,163	8,103
		8.4%	8.4%	8.5%	12.5%	18.4%	13.9%	15.9%	14.0%
Weight lifting	31,083 10.9%	2,788	2,283	2,163	3,748	5,607	4,165	5,347	4,982
		9.0%	7.3%	7.0%	12.1%	18.0%	13.4%	17.2%	16.0%
Working Out at a Club	35,241 12.3%	2,419	2,387	2,528	4,098	6,408	5,257	6,340	5,805
		6.9%	6.8%	7.2%	11.6%	18.2%	14.9%	18.0%	16.5%
Volleyball	10,250 3.6%	1,515	974	896	1,195	1,596	1,018	1,524	1,534
		14.8%	9.5%	8.7%	11.7%	15.6%	9.9%	14.9%	15.0%
Yoga	22,917 8.0%	2,368	2,113	1,884	3,164	3,871	2,614	3,710	3,193
		10.3%	9.2%	8.2%	13.8%	16.9%	11.4%	16.2%	13.9%
Not Participating	55,361 19.4%	11,775	8,665	7,983	7,516	8,141	4,483	4,167	2,630
		21.3%	15.7%	14.4%	13.6%	14.7%	8.1%	7.5%	4.8%

Households with the greatest income levels have the lowest “not participating” rate, shown by the red shading, while the lowest income households have the highest “not participating” rate of 21%. The “not participating” segment quantifies those choosing not to participate in any of the activities considered in the NSGA report. Otherwise, participation is consistent across income levels with higher income households showing a significantly greater propensity to participate in various activities. The lone exception is for basketball and volleyball, where lower income households have a strong participation rate.

Primary Target Market Area Participation

The half-mile target market area is projected to have roughly 11,000 people by 2018. However, given that some of the proposed development is both speculative and still subject to approvals, B&D has conservatively utilized 7,500 as the half-mile target market population for both demand-based programming and participation analyses. The following table details the number of conceptual participants by activity and age group. The greatest number of participants for every activity analyzed is in the 25 to 34 year-old age group, which is a direct result of the population distribution. Due to the local market's unique age distribution, the greatest number of participants by activity is for yoga (1,205), aerobics (1,112), and weight lifting (1,105).

Population	Ages									Total Users
	7-11	12-17	18-24	25-34	35-44	45-54	55-64	65-74	75+	
7,500	185	180	804	2722	1162	644	637	434	232	
Aerobics	6	11	98	574	194	99	87	34	10	1,112
	3.0%	6.0%	12.2%	21.1%	16.7%	15.4%	13.6%	7.8%	4.2%	
Basketball	29	38	145	493	163	55	19	4	0	947
	16%	21%	18%	18%	14%	9%	3%	1%	0%	
Exercise Walking	4	8	60	384	183	120	119	50	17	944
	2.4%	4.2%	7.4%	14.1%	15.7%	18.7%	18.7%	11.5%	7.3%	
Exercising w/ Equipment	1	9	97	488	194	115	92	42	13	1,052
	1%	5%	12%	18%	17%	18%	14%	10%	5%	
Weight lifting	1	15	146	527	214	102	70	24	7	1,105
	1%	8%	18%	19%	18%	16%	11%	6%	3%	
Working Out at a Club	1	8	120	450	194	112	77	46	16	1,025
	1%	5%	15%	17%	17%	17%	12%	11%	7%	
Volleyball	21	45	145	518	113	65	32	3	1	945
	11%	25%	18%	19%	10%	10%	5%	1%	0%	
Yoga	4	7	118	647	221	108	69	25	8	1,206
	2%	4%	15%	24%	19%	17%	11%	6%	4%	
Not Participating	11	13	91	380	141	96	84	42	28	885
	6%	7%	11%	14%	12%	15%	13%	10%	12%	

B&D further divided the anticipated participation levels by age group into frequent, occasional, infrequent users. For the purpose of driving membership and programming revenue, the most likely targets are frequent and occasional users; infrequent users are typically more passive

participants and, consequently, are considerably less likely to make measurable expenditures on such activities. Annual participation frequency is logically greatest in the frequent category and lower for both the occasional and infrequent groups. Interestingly, a comparatively greater percent of both basketball and volleyball participants are occasional and infrequent users, suggesting revenue generated out of non-league play in the gymnasium may be a challenge.

	Participant Type	Participation Frequency	Male	Female	Total Users	Type Distribution
Aerobics	Frequent	110+	38	271	308	32%
	Occasional	25 to 109	41	280	321	33%
	Infrequent	6 to 24	50	290	340	35%
Exercise Walking	Frequent	110+	57	163	220	30%
	Occasional	25 to 109	60	194	254	34%
	Infrequent	6 to 24	77	194	271	36%
Exercising w/ Equipment	Frequent	110+	104	147	251	32%
	Occasional	25 to 109	98	170	267	34%
	Infrequent	6 to 24	97	174	271	34%
Weight Lifting	Frequent	110+	251	66	316	35%
	Occasional	25 to 109	213	82	295	33%
	Infrequent	6 to 24	198	87	285	32%
Working out at a Club	Frequent	110+	105	125	229	34%
	Occasional	25 to 109	91	108	199	30%
	Infrequent	6 to 24	109	130	240	36%
Yoga	Frequent	50+	73	412	485	33%
	Occasional	10 to 49	129	382	510	34%
	Infrequent	2 to 9	125	361	486	33%
Basketball	Frequent	50+	188	14	202	25%
	Occasional	10 to 49	244	39	283	35%
	Infrequent	2 to 9	257	70	326	40%
Volleyball	Frequent	20+	40	152	192	25%
	Occasional	5 to 19	69	159	228	29%
	Infrequent	2 to 4	87	270	357	46%

Source: NSGA Sports Participation in the U.S. 2013

Note: Numbers may vary as result of rounding errors

The participation analyses are most instructive for markets with unique demographics characteristics – in this instance, it shows that the 25 to 34 age demographic will ultimately represent the vast majority of users and the marketing and programming strategy should be

tailored accordingly. The participation analysis also suggests yoga constitute a major portion of facility programming due to the high composition of frequent and occasional users. Lastly, the high percentage of passive involvement in basketball and volleyball suggest extracting annual and drop-in pass revenue could be a challenge as constituents may choose to patronize nearby school gymnasiums, community centers, or black top areas where usage may be free of charge.

COMPETITIVE CONTEXT

Introduction & Methodology

The competitive context analysis evaluated whether a community building at the project's proposed site can be competitive in the existing environment. B&D collected information on various recreational, community, fitness, educational, and daycare facilities in the area, including their locations in relation to the site, facility program elements, and on-site amenities. This analysis is restricted to municipal and private facilities and does not include any outdoor or seasonal spaces.

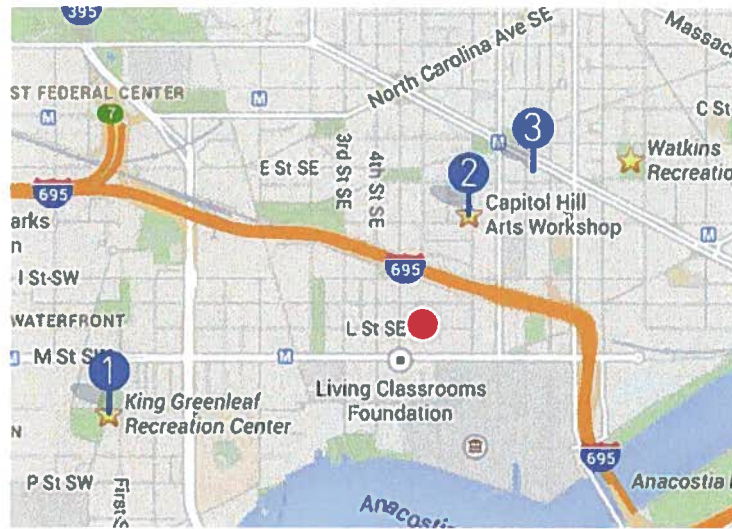
Competitive Set

There are 18 facilities within a one-mile radius of the project site that will offer some form of competition. The facilities are comprised of three publicly-operated community and recreation centers, nine private fitness centers, and six daycare facilities. Each type of facility has different orientations, target markets, and operating structures. A review of each type of facility by category and composition is provided below.

Recreation/Community Centers

B&D identified three public recreation or community centers within a one-mile radius of the project site. King Greenleaf Center is operated by the District of Columbia Parks and Recreation Department and is positioned as "public assets." Facilities that are positioned as public assets are most often subsidized and viewed as community amenities. In this instance, this public facility offers little programming, but has a low monthly membership fee that allow easy access. An individual monthly pass is 25 dollars, 16 dollars for a family, or 12 dollars for seniors. Programming is limited to cardio and weight training, gymnasium activities, and multi-purpose room use.

Facility	Distance From Site miles	Address
Recreation/Community Center		
1 King Greenleaf Center	1	201 N Street, SW
2 Capitol Hill Arts Workshop	0.4	545 7th Street, SE
3 The Hill Center	0.9	921 Pennsylvania Ave, SE



There are two similar, privately-operated facilities located within the primary market radius – Capitol Hill Arts Workshop and The Hill Center. The Capitol Hill Arts Workshop is primarily an education center offering a variety of art, music, dance, and leadership courses to all ages and experience levels. Courses are typically packaged in sessions with each session ranging between 1 and 10 classes. On average, the hourly rate to attend a Capitol Hill Arts Workshop is between 17 and 28 dollars. Additionally, the facility offers camps throughout the year at a rate of 450 dollars per week.

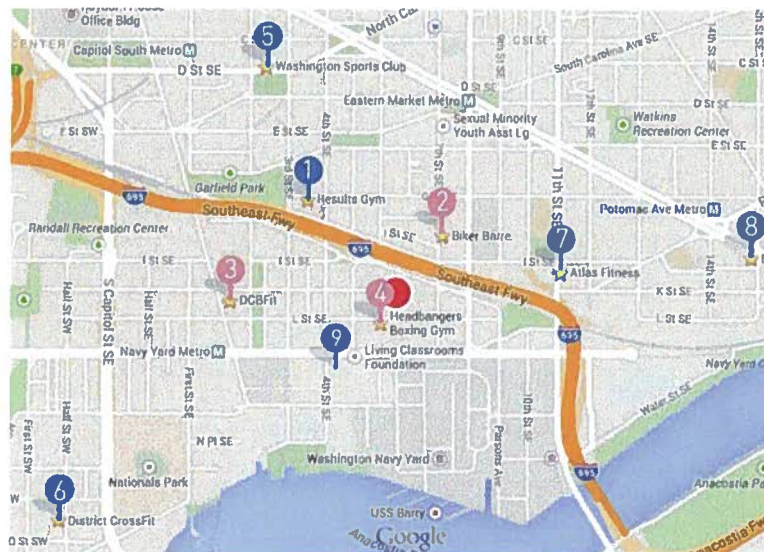
The Hill Center, a 501 3C non-profit facility, partners with various independent for profit and non-profit groups to offer educational courses in performing arts, language studies, health and fitness. Other courses include computer, math, and science training for all age groups. On average, courses are typically packaged in sessions of five classes at an hourly rate of 20 dollars. The facility also offers a robust, free lecture series of authors, musicians, and guest speakers. Occasionally musicians will host small audience concerts at a cost of 10 to 20 dollars a ticket. Additionally, the facility is available for full and partial rental every day of the week.

A complete listing of program offerings and facility fees is included in Exhibit A.

Fitness Centers

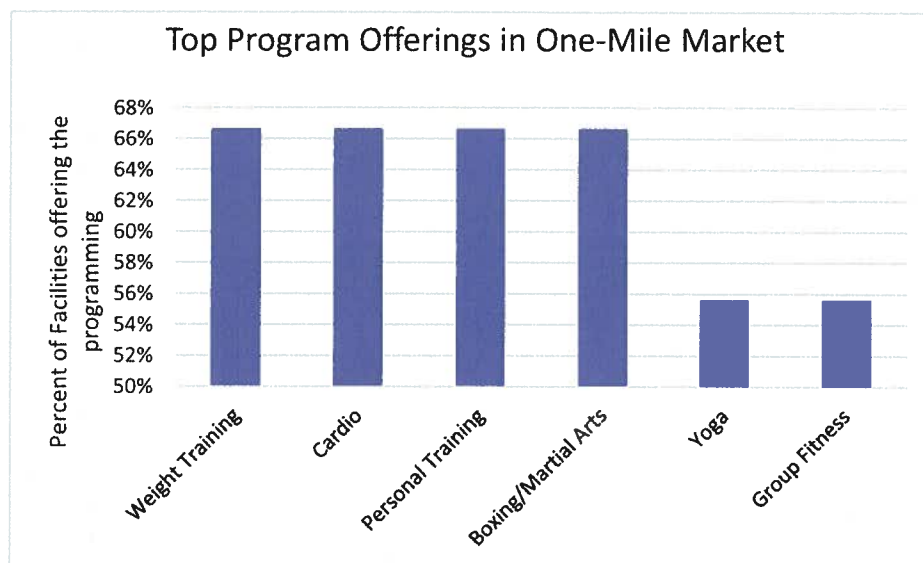
B&D identified nine fitness centers within a one-mile radius of the Capitol Quarter Community building. In contrast to publicly operated community centers, these facilities are profit-driven enterprises that will compete aggressively with the project for market rate memberships and class patrons. Based on B&D's review of the programs and services offered at each facility, Results Gym, Washington Sports Club, and Vida Fitness will likely offer the greatest amount of competition to the project.

Facility	Distance From Site miles	Address
Fitness Center		
1 Results Gym	0.4	315 G Street, SE
2 Biker Barre	0.3	738 7th Street, SE
3 DC Boxing and Fitness	0.4	1000 New Jersey Ave, SE
4 Headbangers Boxing Gym	0	555 L Street, SE
5 Washington Sports Club	0.8	214 D Street, SE
6 District Crossfit	1.1	1525 Half Street, SW
7 Atlas Fitness	0.5	920 11th Street, SE
8 Bmarchai Studios	1.1	1451 Pennsylvania Ave, SE
9 Vida Fitness	0.2	1212 4th St SE,



Adult membership rates range from a low of \$70 per month at Washington Sports Club to a high of \$250 per month at Bmarchai Studios. The average adult membership for the facilities studied is \$120 per month. One-time enrollment fees range from \$39 to \$180. Most of these facilities offer a youth/teen membership option, while only one, Results Gym, offers a “couples” membership option. In consideration of the local target market demographics, B&D believes a slightly discounted “couples” membership could have strong appeal in the marketplace.

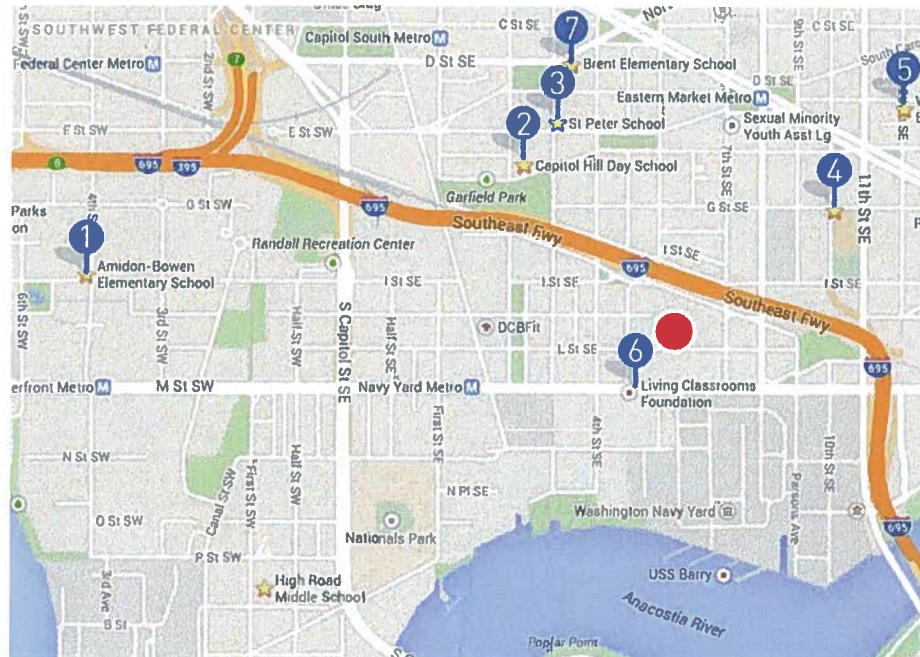
B&D conducted a detailed analysis of amenities and programs offered at each facility. The findings reveal that the most common program offerings are weight training, cardio fitness, personal training, boxing, martial arts, yoga, and group fitness. Within these nine centers, B&D identified three as specialized facilities that do not offer the breadth of programming of other primary competitors. DC Boxing and Fitness and Headbangers Boxing Gym specialize in martial arts and boxing training, while Biker Barre is a barre and cycling-oriented fitness center. The average adult membership at the specialized facilities is \$175 per month. A complete list of competitive facilities, along with their pricing and program offerings, is provided in Exhibit A.



Educational Facilities

B&D identified seven educational facilities within a one-mile radius of the project site. Excluding Van Ness Elementary School, which is set to re-open in the fall of 2015, the facilities identified are a half mile or more away from the project site.

Facility	Distance From Site miles	Address	Gym Yes/No
Educational Facilities			
1 Amidon-Bowen Elementary	1.1	401 I Street, SW	yes
2 Capitol Hill Day School	0.6	210 South Carolina Ave, SE	
3 St. Peter School	0.6	422 3rd Street, SE	
4 Tyler Elementary School	0.6	1001 G Street, SE	yes
5 Watkins Elementary School	0.9	420 12th Street, SE	
6 Van Ness Elementary School	0.1	1150 5th Street, SE	
7 Brent Elementary School	0.7	301 North Carolina Ave, SE	

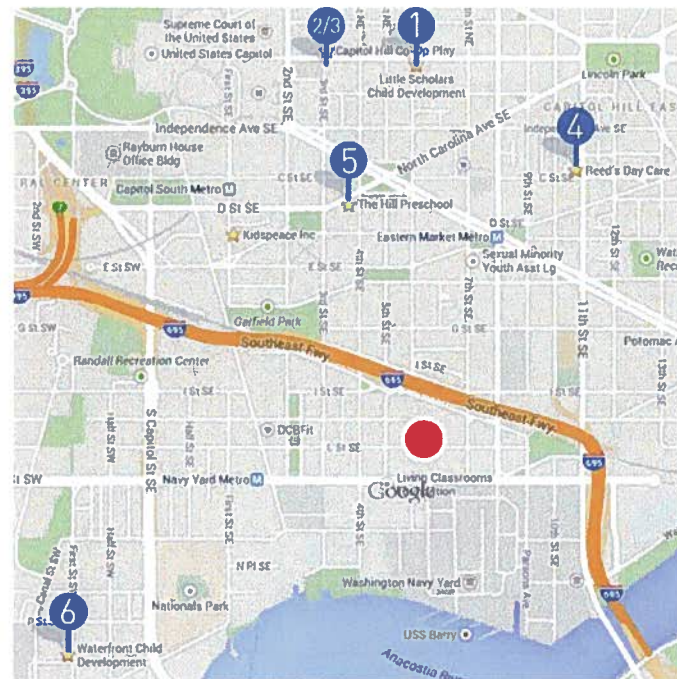


While educational facilities do not represent competition per se, the number of gymnasiums within the competitive marketplace must be known to evaluate the extent to which potential users may value the space within the target market area. Only two educational facilities, Amidon-Bown and Tyler Elementary schools, in this market area have gymnasiums and both offer them as rental spaces after school hours. Additionally, B&D believes some schools without gymnasiums may represent potential partners for the purpose of leasing gymnasium time.

Child Care Facilities

B&D identified six child care facilities within a 1.2 mile radius of the project site.

Facility	Distance From Site miles	Address
Child Care		
1 Little Scholars Child Development	1.1	601 6th Street, SE
2 Capitol Hill Co-Op Play	1	222 East Capitol Street, SE
3 River Park Nursery	1	212 East Capitol Street, SE
4 Reed's Daycare	1	251 11th Street, SE
5 The Hill Preschool	0.7	337 N. Carolina Ave, SE
6 HHS/ED Children's Center	1.2	1547 1st Street, SW



Operators interviewed by B&D indicated that their current programs are full and most often had active waitlists. The average cost per child per month, age three to four, is \$1,082, while the median cost per child per month is \$1,302. The large variation is attributable to Capitol Hill Co-Op Play and River Park Nursery, each of which offers below-market fees.

Daycare		3-4 Year Olds
1	Little Scholars Child Development	\$ 1,420.00
2	Capitol Hill Co-Op Play	\$ 600.00
3	River Park Nursery	\$ 700.00
4	Reed's Daycare	N/A
5	The Hill Preschool	\$ 1,302.00
6	HHS/ED Children's Center	\$ 1,390.00
Competing Facility Average		\$ 1,082.40

Summary of Key Findings:

- ◆ The facility is expected to service a half-mile target market area with 6,000 residents as of 2013, a figure that is conservatively expected to grow to 7,500 by 2018 with development of several new housing properties. The half-mile target market area contains exceptionally strong household income measurements and contains a comparatively greater portion of residents between the ages of 25 to 34. Although the facility will service a small population, the population exhibits ideal characteristics for driving membership and class revenue.
- ◆ B&D analyzed participation trends provided by the National Sporting Goods Manufacturers Association to understand market potential. Analysis of the data revealed that the vast majority of users will be in the 25 to 34 age group and B&D suggests any marketing strategy should be tailored to the age demographic accordingly. Further, almost all activities have participation levels that escalate with household income levels. In consideration of the local target market household income profile, B&D believes there is opportunity to drive market-rate membership and class registration fees to patrons that value convenience and proximity to their household.
- ◆ Based on a review of the competitive marketplace, the existing allotment of community and fitness center is insufficient to satisfy market demand for activities such as fitness and enrichment classes. As a result, B&D believe there is a small market niche the project could fill.

4.0 – COMMUNITY ENGAGEMENT

PROCESS OVERVIEW

Justice and Sustainability Associates (JSA) directed all community engagement activities between March and June, 2014, for the purpose of ensuring that all outreach activities and project communications were well coordinated among the Project Team (B&D, JSA, and DCHA). In addition to leading all communication and outreach activities, JSA also organized three working group meetings and two large community meetings. Both the working group and community meetings were attended by representatives from each of the Project Team organizations.

Working group meetings were conducted to engage community members and ensure appropriate information exchange between all parties. Working group members also facilitated the community survey process and improved attendance at community meetings by volunteering their time to conduct outreach efforts.

In addition to the community and working group meetings, B&D conducted a community survey, which is described in detail in section 5.0 of this report. The survey provided respondents with the opportunity to offer comments about the community center project. A summary of the feedback is included below.

SUMMARY OF FINDINGS

DCHA's stated goal for the community building project is to provide residents of Capitol Quarter with a facility that encourages and supports neighborhood activities that enrich the community environment. The building should become a center of civic interaction for the area. DCHA does not expect to receive operating subsidies from the District government so the facility must be financially self-sustaining. B&D found throughout this process that residents of the Capitol Quarter want this facility to function as a neighborhood asset that will build community and serve their local needs. The residents desire a space that will provide a safe location for their children to play that can also support adult education and enrichment.

Based upon feedback received during community meetings it is clear that residents support fee-based programming although they do not believe any patron should be turned away due to an inability to pay. The facility should support a variety of programs for all ages and be flexible to accommodate various uses, both now and in the future. There is strong community interest in the long-term success of this building but there are significant fears that the building will be programmed in a manner that excludes portions of this economically diverse neighborhood.

Detailed findings of the community engagement process are provided in the following sections and exhibits.

DETAILED FINDINGS

Community Meeting 1: April 21, 2014

The first community meeting was attended by approximately 65 participants and, based upon the polling exercise conducted, the majority of whom live within a three-block radius of the project site and were over age 60. During the meeting, participants engaged in a visioning exercise designed to help the Project Team align programming recommendations with community expectations related to issues such as revenue generation, equitable access, and demand for particular activities. Following the visioning exercise, B&D divided the group into tables of 8-10 attendees and moderated roundtable discussions to solicit opinions about the new building. The results of these two exercises are summarized below.

Community Visioning

Brailsford & Dunlavey developed a short visioning session that asked six demographic and nine program-related questions to the 65 community and stakeholder participants in attendance. Participants responded to the questions utilizing electronic key pads. The key findings from the exercise are summarized below.

- ◆ The majority of participants indicated that on-site programs should predominantly accommodate the residents living within two or three blocks of the building site.
- ◆ No person should be turned away because of his/her inability to pay.
- ◆ Popular programs that can serve large numbers should be offered, but the facility should also support a variety of unique programs and serve as a gathering place for residents in the neighborhood.
- ◆ The longer a participant had lived in the area, the more likely he or she was to be in favor of the building acting primarily as a community center designed to encourage communication and collaboration within the neighborhood rather than as a recreation center focused on athletic and fitness activities.
- ◆ Flexibility is important so spaces should be designed to accommodate a variety of program offerings.

Detailed results are included as Exhibit B.

Roundtable Discussions

Moderators from B&D and JSA orchestrated the discussions through a series of questions, intentionally open-ended in nature, and permitted individuals to discuss tangential issues and

engage in dynamic conversation. While the moderators were predisposed to obtaining answers to the questions asked, they also paid close attention to other issues raised during the interviews.

Overall, most participants had similar opinions about how and by whom the new community building should be used. While most attendees stated the facility should support the needs of the immediate community, some voiced interest in welcoming users from other neighborhoods. Paying facility usage fees was an important topic in all groups. Community members felt the facility should be free, but if fees are needed, residents in the immediate neighborhood should pay less than other users. In terms of programs and offerings, community members indicated a desire for activities they cannot currently access within the neighborhood or their own homes. The community building was described as an extension of the home by many.

Detailed findings from the April 21st roundtable discussions are included as Exhibit C.

Community Meeting 2: June 11, 2014.

During the second community meeting, B&D presented results from the community survey and its preliminary recommendations for a building program. There was an extensive Q&A period and participants were encouraged to make comments in response to the proposed program. Below is a summary of the comments collected. A complete list of the feedback received is provided as Exhibit D.

Summary of Meeting 2 Feedback:

- ◆ Participants were concerned about the lack of activity space for older children. There were multiple comments expressing a lack of programming for this age group.
- ◆ Participants would like two kitchens, one for the daycare and one for cooking classes.
- ◆ Participants were concerned about the quality of the designed spaces. Many comments mentioned the column obstructions and the desire for appropriate flooring for activities.
- ◆ Many participants mentioned the desire for more outdoor spaces, including a playground dedicated to the community and not simply the daycare, and a green roof.

A complete list of the feedback received is provided in Exhibit D.

Summary of Open Comments from the Community Survey:

Below are the most common themes presented in the survey comments:

- ◆ There is a lack of available amenities and activities for neighborhood children.
- ◆ Safety in and around the facility is a major concern. Respondents would like the building monitored by a security officer.
- ◆ The facility must be welcoming to all persons, regardless of age, gender, economic status, orientation, or ability.
- ◆ Ground floor retail to create a small neighborhood main street and an aquatics addition would be desired elements.
- ◆ After school and full-day childcare programs that accepting DC vouchers would be important to many of residents.
- ◆ Long-term funding for maintenance and operations of the facility is important, not just money for construction.

A complete list of responses is included in Exhibit E.

Summary of Key Findings:

- ◆ Facility programming should be responsive to the demands of persons in the primary market area (1/2-mile radius of the site) and include activities for all age groups.
- ◆ Spaces within the building should be designed with flexibility in mind to accommodate multiple types of community enrichment and fitness activities both now and in the future.
- ◆ The community supports a fee-based programming structure but fees should be indexed based upon ability to pay and residency.
- ◆ Long-term funding for facility operations and maintenance is crucial to maintaining the building in good condition over time.

5.0 – SURVEY ANALYSIS

OBJECTIVES

B&D developed a web-based survey to quantitatively test the primary market area's demand for specific program options. Response options were structured to maximize information about facility usage patterns, inform economic model assumptions, and better understand community members' desires for the new building.

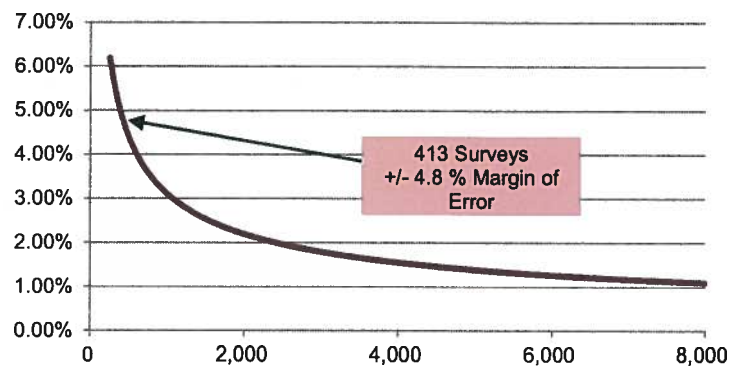
METHODOLOGY

B&D distributed the electronic version of the survey to community members via e-mail, list-serves, and various website postings. Additionally, volunteers and DCHA employees hand delivered over 1,000 paper surveys to residents of DCHA buildings. A total of 473 responses were received during the May 1-18, 2014, collection period. Electronic responses outnumbered paper ones by a 3 to 1 margin.

To ensure a reliable sample and credible data, B&D made every attempt to reduce non-response bias and minimize margin of error by developing a consistent survey methodology that encouraged participants to respond to the survey. Upon completion of the survey collection process, results and projections were sorted by various demographics characteristics to make refinements to the demand results. Detailed survey results can be found in Exhibit F of this report.

MARGIN OF ERROR

Based upon the 413 responses received from within the primary market area, which is about seven percent of the primary market area population, the margin of error for the survey is +/- 4.8 percent based on a 95% confidence level.



DEMOGRAPHIC COMPARISON

B&D compared the demographics of the survey respondents living within the primary market area to the 2010 Census information to identify any variances between the two populations. Survey response demographics were generally consistent with the Census data with three notable exceptions. As shown in Figure 5.0, below, the average household size in the survey sample was .5 persons larger than the Census size. This difference is driven predominantly by an overrepresentation of households with children under age seven. Additionally, owner-occupied households responded to the survey at a rate 12% higher than the Census average.

Category	Census	Survey
Avg Household Size	1.70	2.20
Owner Occupancy	33.1%	45.2%

Figure 5.0: Survey sample characteristics compared to census data

Households earning less than \$15,000 annually are overrepresented by nearly 10%; however, it is important to note that nearly 15% of respondents elected not to disclose household income.

Household Income Distribution	Census	Survey
Under \$15,000	11.9%	21.0%
\$15,000 - \$24,999	3.5%	6.7%
\$25,000 to \$34,999	3.3%	3.3%
\$35,000 to \$49,999	10.4%	1.8%
\$50,000 to \$74,999	9.6%	2.8%
\$75,000 to \$99,999	12.4%	5.4%
\$100,000 to \$149,999	19.3%	15.9%
Over \$150,000	29.6%	27.9%

Figure 5.1: Survey sample characteristics compared to census data

Slight skewing of survey data is not unusual. To ensure that no single group was grossly over- or under-represented, however, B&D isolates demographic subgroups to determine their responses to any single question.

SUMMARY OF FINDINGS

Similar to the qualitative data gleaned from focus groups, the community survey results reveal strong interest in various fitness-related activities, such as yoga or aerobics, and enrichment programs, such as cooking classes and gardening. The data also demonstrates the growing need in the primary market area for youth-based programs and activities. Much of the area's population is willing to pay for such activities and has the discretionary income to do so.

The vast majority of respondents expressed a willingness to volunteer their time to help make the new community building a success. The civic spirit demonstrated by this response validates many of the comments received and strong participation witnessed throughout the community engagement process.

DETAILED FINDINGS

Survey respondents were asked questions about current and projected participation levels by all adult and youth household members in a variety of fitness activities, educational classes, and other enrichment activities. Questions were designed to determine the overall breadth of demand for the activities listed and establish programmatic prioritizations based upon the relative strength, or depth, of demand for each.

In addition to the program demand and demographic questions, the survey also requested information to help clarify market sensitivity to program fees and the potential impact of respondents' housing type on demand for particular activities. Respondents were also given an

opportunity to expand the list of program offerings and offer opinions on elements not directly asked in the survey via a series of open-ended questions.

Survey respondents were asked to indicate the fitness activities they or members of their household currently participate in on a regular basis. Walking/jogging overwhelmingly received the greatest number of responses followed by exercising with equipment (treadmills, etc.), yoga or Pilates, and weightlifting. Responses were significantly lower for the other five categories tested. Swimming was the most common write-in response at just under two percent of the total responses.

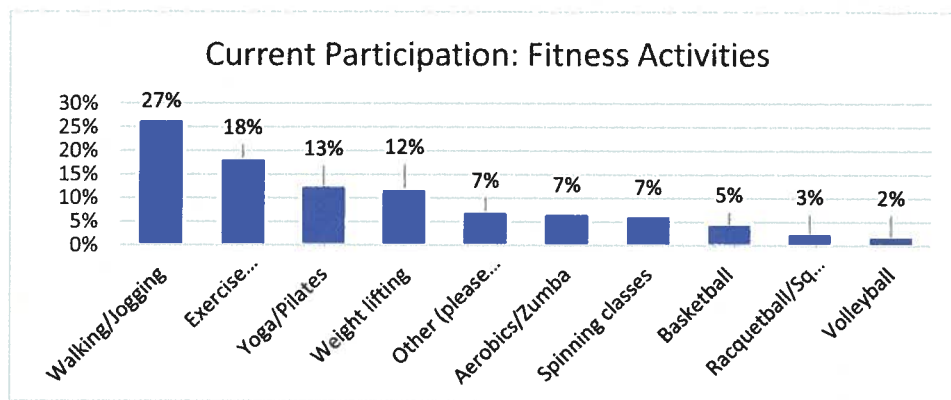


Figure 5.2: Percentage of total responses to Current Participation in Fitness Activities

The survey also asked about participation in enrichment activities. Respondents chose educational classes, performing arts, and dance as their top interests; however, there was also support for bingo and crafts. Nearly 30 write-in answers were received, ranging from Ikebana to needlepoint, but no activity received even a one percent (1%) response.

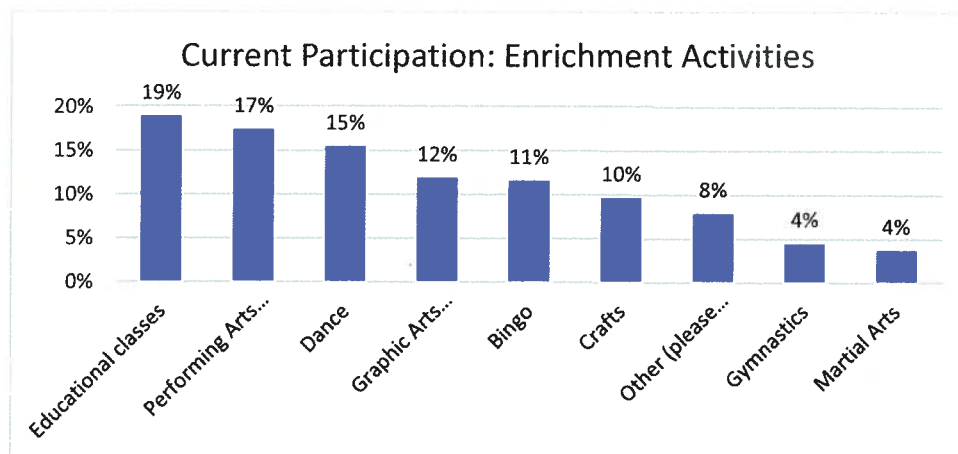


Figure 5.3: Percentage of total responses to Current Participation in Enrichment Activities

B&D's analysis of participation in fitness activities based upon annual household income reveals that respondents earning under \$50,000 annually significantly favor walking/jogging to any other activity type. Respondents earning over \$100,000 have generally higher participation

levels in a wide variety of fitness activities. The survey reveals that overall participation levels increase in correlation with annual household earnings. It is important to point out that just under 50% of persons living in surveyed households earning under \$50,000 are age 65 or older and that nearly 40% of persons living in households earning over \$100,000 are between the ages of 25 and 44.

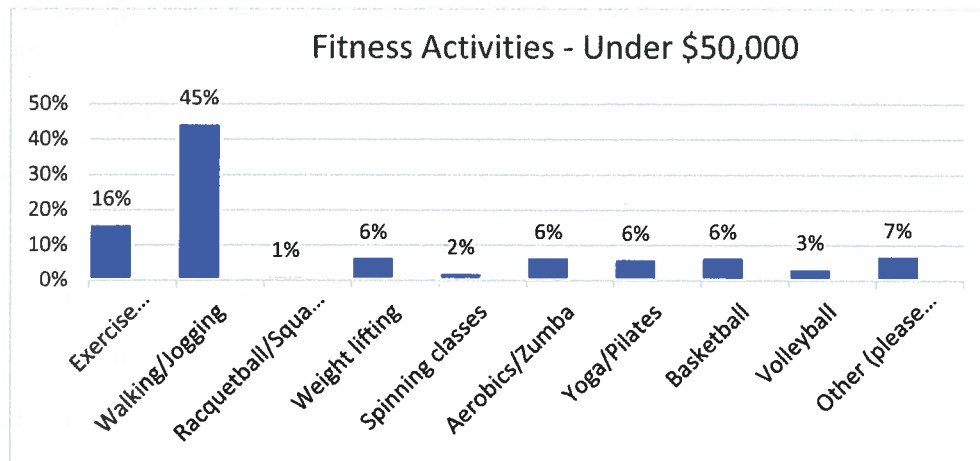


Figure 5.4: Participation in fitness activities by households earning under \$50,000 annually

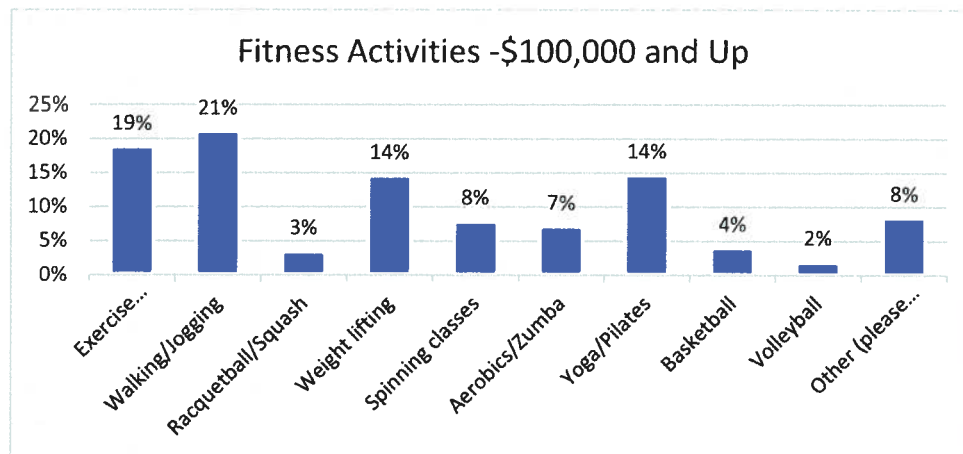


Figure 5.5: Participation in fitness activities by households earning over \$100,000 annually

A comparison of participation in enrichment activities based upon earnings reveals a slightly higher level of overlap between the highest and lowest income categories as both groups indicate significant participation in educational classes and dance. Bingo is by far the most popular activity among households in the lower income level while the higher income households demonstrate a more even distribution of participation across activities, with performing arts exhibiting the strongest response.

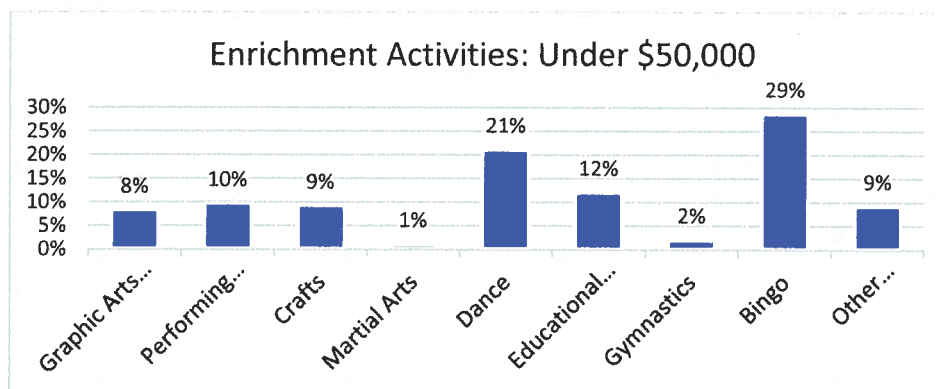


Figure 5.6: Participation in enrichment activities by households earning under \$50,000 annually

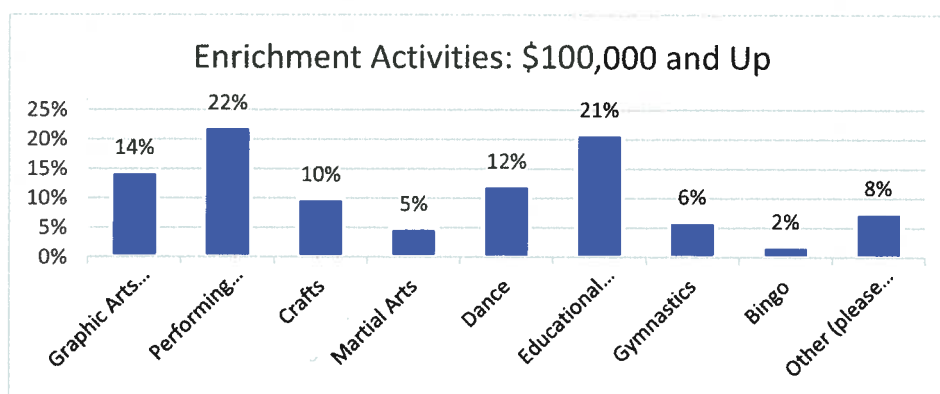


Figure 5.7: Participation in fitness activities by households earning over \$100,000 annually

Survey participants were then asked to indicate the frequency with which they would participate in specific fitness and enrichment activities if offered at the new community building. Results from these questions are utilized to establish programmatic prioritizations for spaces based upon projected frequency of use. Activities with the greatest expressed demand should be given priority when programming the center.

The top five adult and youth activities based upon the percentage of regular users are shown in Figures 5.9 and 5.10 below. Tables with the complete results of all activities included in the survey are provided in Exhibit G.

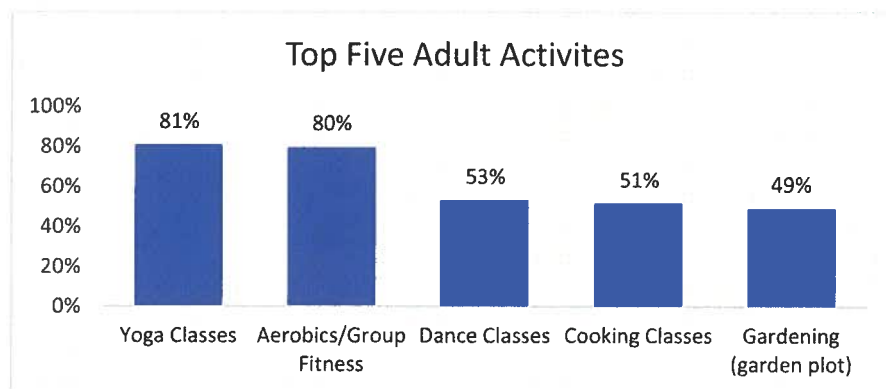


Figure 5.8: Top 5 Adult Activities based upon percentage of regular users (1-2/month or more)

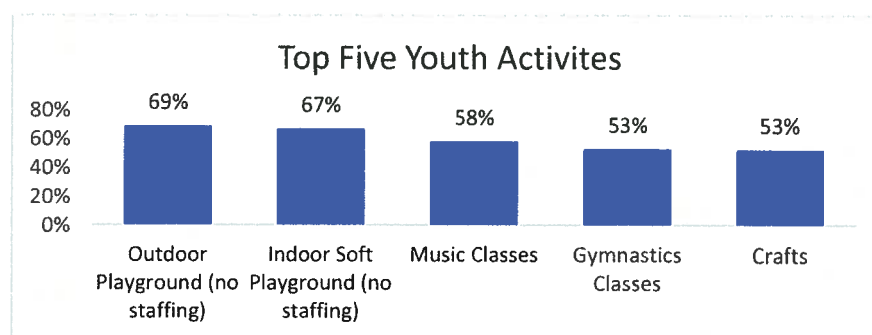


Figure 5.9: Top 5 Youth Activities based upon percentage of regular users (1-2/month or more)

Although the regular use of space for meetings or party rentals ranks at or near the bottom of the lists, over 50% of people responding to those questions indicated that they would rent space at least one time per year. This is an important consideration for the design and programming of spaces because it demonstrates demand for room rentals.

Over 75% of survey respondents indicated a willingness to pay a fee in order to participate in fitness and enrichment activities at the new community building. There is no substantial difference in responses to this question when income levels are taken into account. Although willingness to pay levels are high, only about 40% of survey respondents in the primary market area currently have memberships to private fitness clubs and over 30% indicate that they have never belonged to a club.

Income is a significant factor in fitness club membership as respondents earning over \$100,000 annually are nearly six times as likely to have a membership as those earning less than \$50,000. Furthermore, the vast majority of people who have never belonged to a club are age 65 or older and have a household income of \$50,000 or less.

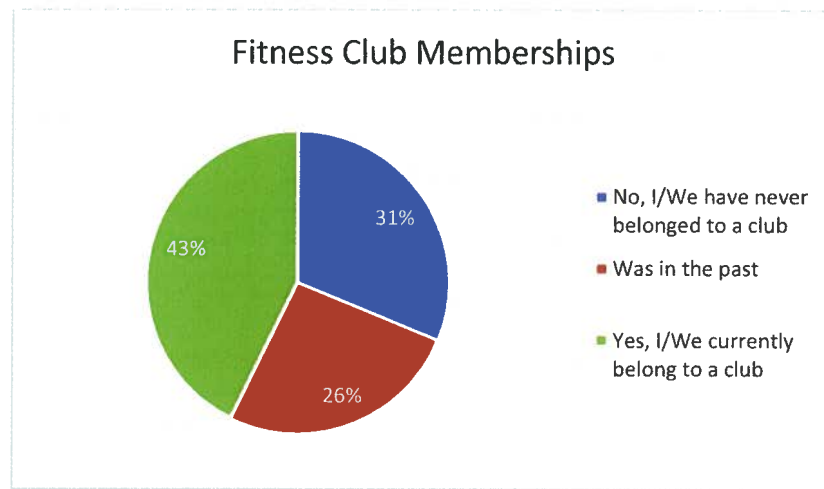


Figure 5.10: Percentage of Fitness Club Memberships

Respondents were asked if they currently have or within the next five years plan to have children enrolled in a private day care facility. If respondents answered yes, they were then asked if they would consider enrolling their children in a licensed, competitively-priced day care program in the new community building. Results show that over 30% of survey respondents have children enrolled in a private day care facility and of that group nearly 90% are willing to consider enrollment of their child(ren) in a licensed program at the new community building. Although over two-thirds (2/3) of the surveyed population do not have children enrolled in private day care, nearly 70% of the children enrolled in such care come from households earning \$100,000 or more annually.

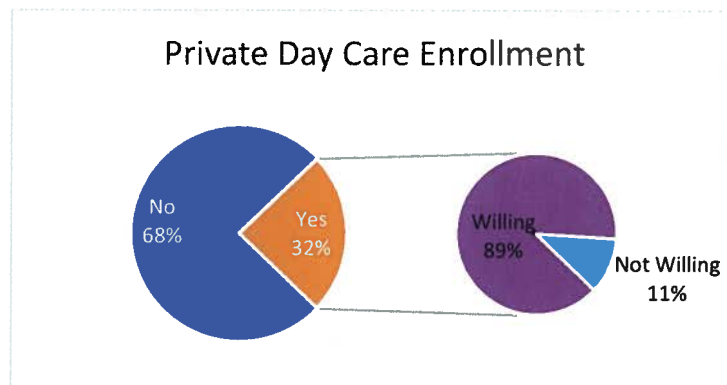


Figure 5.11: Percentage of respondents with children enrolled in private day care

Summary of Key Findings:

- ◆ Participation levels in fitness and enrichment activities are closely linked to household income and a person's age.
- ◆ Respondents from the primary market area living in lower income households are significantly older than those from higher income households.
- ◆ The five most demanded adult programs, in order, are yoga, group fitness, dance, cooking, and gardening classes.
- ◆ The five most demanded youth programs, in order, are outdoor playground areas, indoor soft play areas, music classes, gymnastics classes, and crafts.
- ◆ Regardless of income level, over 75% of survey respondents indicated a willingness to pay a fee in order to participate in fitness and enrichment activities at the new community building.
- ◆ Parents in the primary market area expressed overwhelming willingness to enroll their child or children in a day care at the new community building.

6.0–PROGRAMMATIC RECOMMENDATIONS

OBJECTIVE

B&D developed an outline program to respond to market analysis findings, survey data, and community input, while also addressing the project's vision of finding a broad range of recreation and community interests to fill an already planned and approved community building.

METHODOLOGY

B&D conducted a demand-based programming analysis (DBP) from the survey results to determine the amount of space required to satisfy peak demand for specific program activities. The analysis is used to define which activities should have adequate space for frequent, regular use by a large number of participants, and which should be provided in small quantities to allow for occasional use for unique or "variety" elements. The DBP process determines the following:

- ◆ Specific square footage recommendations and space prioritizations based on projected utilization rates,
- ◆ Total demand for space during peak hours, and
- ◆ Activities that can utilize the same type of space.

The analysis was further refined by considering the existing supply of spaces in the primary market area and input from community members to ensure that each program element reflects user preferences. Finally, B&D's recommendations were carefully evaluated to ensure flexibility, thus allowing an operator to maximize programming and revenue opportunities.

Because certain building permit approvals were in place prior to the commissioning of this Study, the overall building footprint was already defined. Consequently, certain physical elements, such as the gymnasium and core building systems, could not be adjusted.

SUMMARY OF FINDINGS

Based upon survey data, community feedback, and its market analysis, B&D identified yoga classes, aerobic/group fitness, and dance classes as the most desired indoor program elements. B&D also recommends a full-service, market-rate day care facility, a child soft play area, and an individual fitness room with exercise equipment. The provision of a regulation-sized gymnasium is included in the outline program because it is the most cost-effective way to utilize the building's defined footprint and create a space that can be utilized by multiple activities concurrently. A summary of the key recommended program elements is included in Figure 6.1 below.

Activity	Units	Quantity	Unit NASF	Total NASF
Gym	Court	2	3500	7000
Day Care	Square Feet	1	3600	3600
Multipurpose Fitness	Square Feet	3	1100	3300
Multipurpose Classrooms	Square Feet	2	1100	2200
Fitness Individual	Square Feet	1	1200	1200
Indoor Soft Play Area	Square Feet	1	700	700

Figure 6.1: Program Outline

PROGRAM ELEMENTS

Multipurpose Fitness

B&D recommends that the base building program include three multipurpose fitness rooms of at least 1,100 square feet, each of which can accommodate up to 24 users. At least two of the rooms should be conjoined with an operable partition separating them to create one larger room capable of accommodating peak demand for any single activity.



This recommended space allocation will accommodate the adult and youth-based fitness activities listed in Figure 6.2, which were among the highest-demanded elements based upon survey results. The architect should be careful to incorporate appropriate flooring, finishes, and equipment to accommodate these multiple uses.

Group Fitness
Aerobics/Group Fitness
Adult Yoga
Adult Dance Classes
Adult Martial Arts
Youth Fitness
Youth Martial Arts
Youth Dance

Figure 6.2: Group Fitness Activities

Multipurpose Classrooms

The base program recommendation includes two multipurpose class rooms of 1,100 square feet each, with each accommodating up to 24 users at one time. These spaces are sized to accommodate the activities listed in Figure 6.3 below, which were the enrichment components that received the highest demand response in the survey. The architect should include finishes and equipment to accommodate the activities noted below. B&D recommends that the rooms be separated by an operable partition wall to create a larger room for meetings, parties, or receptions.

Given the lack of similar space in the primary market, the facility could benefit from more than 2,200 square feet, but the pre-defined building footprint and even stronger demand for fitness activities limit justification for further expansion.

The ultimate operator may wish to expand enrichment class offerings, particularly if they benefit from grant funding, and it is recommended that all spaces be designed multiple uses in mind. It is recommended that at least one of the multipurpose classrooms be outfitted with a kitchenette to support meetings, parties, class activities that may utilize a sink.

Enrichment Classes
Adult Education Classes
Wellness Classes
Youth Wellness
Youth Tutoring
Youth Theater
Youth Graphic Arts
Adult Music Class
Adult Performing Arts

Figure 6.3: Enrichment Classes List

Individual Fitness

Provided mostly as an amenity/ancillary use to the building for pass holders, the base program recommendation includes 1,200 square feet of weight and fitness equipment to be used for self-directed fitness activities. The space must be large enough so participants do not feel crowded since that might detract from the experience. Flooring and finishes should be designed for programmatic flexibility in order to support the possibility that a future operator may wish to utilize this space for enrichment classes.



Gym

A gymnasium is a required element in the community building. The gym, totaling 7,000 square feet, includes one regulation high school basketball court that can be divided into two smaller courts with the capacity to serve several sports, including basketball, volleyball, and indoor soccer. A mobile partition or curtain should be provided to separate the spaces and maximize scheduling flexibility. As a large-volume space, the gymnasium may also function as a space to host various community events and youth summer camp activities, in addition to multiple youth and adult sports leagues. The building operator may also decide to utilize the gymnasium to support overflow demand for group fitness and enrichment activities, such as Zumba or performing arts.

Gym
Day Care
Free Play
Youth Leagues
Adult League

Figure 6.4: Gymnasium Activities



Indoor Soft Play

The indoor soft play area was not included in the DBP analysis, but survey responses indicate high demand for this type of youth-oriented space. B&D recommends 700 square feet of soft

play area, which should accommodate about 15-20 children. This space is justified for two reasons: 1.) survey results that indicated over 50% of households with children under age seven would utilize the area at least once per week, and 2.) the absence of similar spaces in the primary market area.

The soft play area should be viewed as an amenity for adult pass holders whose children will utilize the space while they engage in fitness activities on site. As mentioned earlier in this Study, the vast majority of households in the primary market with children under age seven are comprised of persons between the ages of 25-44 earning over \$100,000 annually. This age group is also the most likely to participate regularly in fitness activities. Usage fees and party rentals are potential revenue sources for this area.



As with the other spaces, building designers should be careful to incorporate flooring, finishes, and equipment that allow for maximum flexibility in the event a future building operator elects to utilize the room for other programs.

Day Care

On-site day care is strongly supported by survey results and the lack of similar care in the primary market. The 3,600 SF program recommendation will accommodate approximately 60 children between the ages of 0 and 4 years of age, which constitutes an approximate 15% capture rate of children in this age group in the primary market area.

B&D recommends that DCHA lease the space to a licensed provider. The area should be on the ground floor and provide access to an office, kitchen, and storage. The day care must be designed in compliance with all local licensing and building code requirements, including the provision of age-appropriate bathroom spaces. DCHA should also strongly consider providing the day care operator with access to other spaces within the building, particularly the gym and soft play area.

Other Considerations

Support spaces will be needed for office staff and management. Based upon the program recommendations and the assumptions contained within the financial analysis it is recommended that the building include at least two offices of at least 150 square feet to support three full-time staff, two of whom can share one office. A front desk or check-in area should also be provided in addition to locker rooms and storage areas for each of the assigned spaces.

The day care area should be located on the ground floor and incorporate office, restroom, and kitchen facilities as needed to support a licensed program. Significant community feedback was received regarding access to kitchen facilities and it is recommended that the kitchen area provided to the day care program be made available for use by other building occupants when not being utilized by the day care.

7.0 – FINANCIAL ANALYSIS

INTRODUCTION

The objective of the financial analysis is to model the financial performance for the proposed community building based upon programmatic recommendations made by B&D and the market analyses contained herein. The financial analysis includes a 10-year operational pro forma that estimates the center's likely financial performance. The pro forma is also presented in three scenarios to project a range of financial outcomes.

METHODOLOGY

The financial model developed by B&D integrates the facility program and program schedules, revenue calculations, and operating expense calculations to generate an annual net operating income. All of the underlying calculations are dependent on established assumptions so that any change in one condition automatically triggers an adjustment to all other affected financial elements. Changes to the Project can be analyzed quickly while maintaining the internal balance of the model.

REVENUE ASSUMPTIONS

Revenues from a facility of this type are typically derived from several sources that correlate to the scope and capacity of the program elements. Typical revenue opportunities include pass revenue, a share of program registration fees, facility rentals, long-term leases, and other associated opportunities (i.e., locker rental, retail, etc.). The model assumes 2016 as the first full year of operation and incorporates a two-year ramp-up period with 2018 being the first year of stabilized operations. Each of the revenue categories is explored in further detail below.

Pass Revenue

A significant revenue source for recreation facilities is captured through a menu of admission opportunities. A pass will grant users access to basic building amenities, including the individual fitness area and gymnasium, as well as discounts on fitness classes, enrichment classes, and admissions to the soft play area.

Admission structures are developed to maximize pass revenue by offering various price points. For the purpose of this analysis, B&D assumes that a standard pass is offered at a rate of \$15 per month and a discount pass is offered at \$5 per month.

The financial model assumes the sale of approximately 200 standard passes every month resulting in stabilized annual revenues of about \$38,000. The 200 standard passes represent a 10 percent (10%) share of residents in the primary market area who, based upon survey data, currently belong to a private fitness club and have expressed a willingness to pay for activities at the new community building. The \$15 monthly fee is far lower than other fitness facilities in either the primary or secondary market areas primarily because of the limited offerings provided.

B&D projects the sale of approximately 600 discounted passes on a monthly basis, which represents a 40% share of the primary market residents who have never belonged to a private fitness club, but have expressed a willingness to pay for activities at the new community building. The discounted passes are designed to capture the low-income senior residents who primarily reside within a 3-block radius of the proposed site, as well as the households with the lowest incomes. Discounted pass sales account for an additional \$38,000 in stabilized annual revenues.

Class Revenue

Classes offered are divided into two categories: group fitness and enrichment classes. Participation assumptions are based on data taken from the survey and analyzed through B&D's demand-based programming model. Pricing and market share are based on data from the market analysis.

Group Fitness

The model assumes that all group fitness classes will require the additional fees shown below. The following is an average blended rate for group fitness and specialty classes such as martial arts and dance:

◆ Group Fitness Drop-in Rate:	\$12 per class
◆ Group Fitness Youth Drop-in:	\$ 8 per class
◆ Group Fitness Pass Holder Rate:	\$ 6 per class
◆ Group Fitness Discounted Pass Holder Rate:	\$ 2.50 per class

Revenue generated from group fitness accounts for approximately \$248,000 annually, or 33%, of the building's total revenue. About 60% of group fitness revenue comes from the 200 standard pass holders and just under 40% is generated by participation in youth-based activities.

The model assumes the 200 standard pass holders will participate in fitness classes three times per week on average. According to survey data, this represents a capture rate of less than 10% of primary market area residents who currently have a fitness club membership and are willing to pay for activities at the new building. Based on the \$6 per class rate, the standard pass holder

who participates in three classes per week will pay a total of about \$87 per month, which is in line with similar offerings provided at nearby fitness facilities, such as those described in Exhibit A. Importantly, the participation levels in the model are aligned with survey demand for classes, such as yoga and dance, which the competitive context data show to be lacking in the primary market area.

Youth-based fitness class revenues are based upon 45 percent of all children ages 4 to 19 in the primary market area coming from households expressing a willingness to pay for activities in the new building will take at least one fitness-oriented class per week throughout the year. The \$8 per class average rate is well below similar offerings provided at nearby facilities, such as the Hill center, as shown in Exhibit A. Participation levels are further justified by the absence of similar offerings in the primary market area and the fact that the majority of children in the primary market area come from households earning over \$100,000 annually. Youth participation levels in the model are aligned with survey demand for activities, such as dance, gymnastics, and martial arts.

Enrichment Classes

A variety of enrichment classes will be offered in the two (2) multipurpose rooms. The model assumes that all enrichment classes will require an additional fee based on the nature and complexity of the course; however, discounted rates will be offered to seniors, DCHA residents, and standard pass holders.

- ◆ Enrichment Class Drop-in Rate: \$12 per class
- ◆ Enrichment Class Youth Drop-in: \$ 8 per class
- ◆ Enrichment Class Pass Holder Rate: \$ 8 per class
- ◆ Enrichment Class Discounted Pass Holder Rate: \$ 2.50 per class

Revenue generated from multipurpose enrichment classes accounts for about \$167,000 annually, or 22%, of the total revenue. Approximately 50% of enrichment class revenues are generated by adult drop-in (non-pass holder) users and just over 30% is from youth-based activities. The remaining 20% of revenues is the result of participation by discounted pass holders.

Revenues from adult drop-in participants is dependent on a five percent (5%) capture of residents in the primary market area who are not currently members at another fitness facility, but who have expressed a willingness to pay for activities in the new building. Importantly, this capture rate does not include any overlap with the 200 standard pass holders. The model assumes this group will participate in at least one class per week throughout the year and is aligned with survey

demand for music, education, performing arts, craft, and cooking classes that are not offered in facilities south of I-695.

Revenues from youth-based participants are based upon the assumption that just under 25 percent (25%) of all children ages 4 to 19 in the primary market area coming from households willing to pay for activities in the new building will take at least one enrichment-oriented class per week throughout the year. Participation assumptions are aligned with survey demand for youth arts and music classes, and are further justified by the lack of similar offerings within walking distance of the primary market area. The \$8 per class average rate is well below similar offerings provided at nearby facilities, such as the Hill center, as shown in Exhibit A.

Gymnasium Rental

The gymnasium is divided into two courts that are available for rent throughout the day to nearby schools, the day care provider located in the building, or adult and youth sports leagues. The number of courts available for rent, as well as the rental rates, varies throughout the day based on demand during a specific time period. Stabilized annual gross revenues from gymnasium rentals are \$80,000 and are based on the following assumptions:

- ◆ One court will be rented to the on-site day care provider or a nearby school at a rate of \$25 per hour from 8 a.m. to 12 p.m. and again from 1 p.m. to 4 p.m. five days per week. As shown in the market analysis, there are several schools within the primary and secondary market areas that do not have gymnasiums. During summer months, the assumption is that a youth-based summer camp program will account for at least one of the rental slots.
- ◆ One court will be rented to youth-based after-school programs between the hours of 4 p.m. and 6 p.m. at a rate of \$50 per hour. Conversations with the director of Sports on the Hill, a provider of youth and adult sports leagues, revealed a lack of available space in the primary and secondary market areas to operate these types of programs.
- ◆ Free play for open pass holders will take place on at least one court between the hours of 6 a.m. and 9 p.m.
- ◆ One court will be rented to adult leagues for a prime rate of \$50 per court per hour between the hours of 6 p.m. and 9 p.m. four nights a week. As mentioned above, there is a lack of available space in the primary and secondary market areas to operate these types of programs. There is also the ability to fill gym space after 9 p.m. Monday through Thursday and on weekends if late operating hours are acceptable to the neighbors and DCHA. In addition, participation table references, demographic data, and survey results

all point to the ability to run adult leagues at least four nights per week throughout the year.

Indoor Soft Play

Indoor soft play will be offered to pass holders at a rate of \$2.50 per child for each half hour and at \$5 per half hour for non-pass holders. The soft play area will be supervised during prime hours in order to allow pass holders to drop off their children while they are using the facility. The stabilized annual gross revenue generated from the indoor soft play room is just over \$80,000, which is just over eight percent of total revenues.

The revenue calculations detailed above are based on census data, which indicates that 6.7% of the population is between the ages of 0 and 9, (502 children). Forty-eight percent (48%) of respondents with children indicated they would use the soft play facility at least once per week, which is just under 250 users. The model expects about 25%, about 60, to be children of standard pass holders who will use the room about three times per week and the remaining 75% to be children of non-pass holders who will utilize it about once per week.

Other Revenue

The facility will have the capacity to derive roughly \$12,000 in the first stabilized year in "other revenue" from activities such as meeting space rentals, birthday parties, locker rentals, and vending.

Day Care Rental Income

The Capitol Quarter Community building will include a day care component, which will be leased and operated by a third-party day care operator at an annual rate of just over \$100,000. This income is based upon a lease rate of \$25 per square foot in addition to roughly \$2 per square foot for utility costs. The \$25/sf rental rate is comparable to the NNN (triple net) lease rates for similar retail spaces in the local business improvement district.

Daycare lease revenue is justified by the lack of available daycare options in the primary market areas as noted in the market analysis, combined with the strong demand for this option noted in the survey results. Because of these favorable demand indicators, B&D's model assumes 100% occupancy in the first operating year and throughout the life of the building. B&D recommends that DCHA reach out to local daycare providers to ensure the building design incorporates all necessary elements to mitigate the risk of the building not being attractive to a provider.

OPERATING EXPENSES

The facility will incur significant operating expenses. The expense assumptions utilized in the model are based, where appropriate, on the market analysis portion of this study, comparisons to similar projects, the use of industry standards, and B&D's industry expertise. All expenses are normalized and represented on an annual basis. Each expense category is discussed in greater depth below.

Full-Time Salaries & Benefits

Based on the building program and the significant amount of anticipated programming, B&D assumes the Project will require five full-time positions to operate the facility. These positions will include a facility manager, two recreation coordinators, a maintenance position, and an administrative assistant. Collectively, wages for these positions amount to \$241,000 in 2016, inclusive of a 30% benefit rate.

Part-Time Salaries & Benefits

The facility will require a limited number of part-time positions to supplement the full-time staff. B&D assumes that a front desk attendant, building attendant, and an additional person who oversees the soft play area will be required. Fitness and class instructors are not included in this line item and are assumed to be independent contractors who receive the majority of revenue from incoming classes. Based on these assumptions, part-time salary and benefit obligations are \$101,000 in 2016, inclusive of a 10% benefit rate.

Instructor Wages

Given the relatively small full-time facility staff, B&D recommends contracting with class instructors in place of retaining a roster of part-time fitness and enrichment instructors. Under this model, class instructors are independent contractors who provide services to the building in return for a share of registration proceeds. The instructors are responsible for coordinating with building management to schedule classes and are solely responsible for determining the appropriate curriculum. Instructors are also expected to assist with marketing their programs. Under a typical arrangement, the instructor retains anywhere from 60% to 70% of gross program registration revenues while the building receives the remainder. Accordingly, instructor wages vary in direct proportion with registration and class revenue, detailed in the revenue assumptions above. The anticipated instructor wages utilizing a 60%/40% split is \$167,000 in 2016.

Utilities

Utility expenses include electricity, water, gas, and sewer. For this analysis, B&D relied on client input and information from the utilities company to arrive at a utilities expense assumption of \$2.20 per square foot, equating to \$62,000 in year one of operation (2016).

General and Administrative Costs

General and administrative costs are incurred from daily operation of the facility and its administrative office. Several expense categories included under this line item include supplies, marketing, communications, and other miscellaneous items. Security and janitorial/custodial are not included under the general administrative line item and instead are included below under "contracted services." Based on comparable facility benchmarks, B&D assumes general and administrative costs of \$2.35 per square foot, equating to slightly over \$70,000 in expenses for 2016, the first year of operation.

Repairs and Maintenance

Repairs and maintenance expenditures will be required to maintain the functionality and appearance of the building. This category encompasses both supplies and labor and is estimated at slightly over \$50,000 in year one of operations. The estimate is subject to significant variation depending upon the extent of utilization and the overall quality of materials selected up front.

Contracted Services

Contracted services include expenditures on technology services, miscellaneous building systems, security, and janitorial/custodial, among others. Contracted services are required to maintain the safety, cleanliness, and functionality of the building. Based on comparable facility operating budgets, B&D assumes \$2.70 per square foot in contracted service expenditures for 2016.

Insurance

Insurance expenses are for annual property and liability premiums. B&D assumes insurance premiums will be \$.70 per square foot, generating a first-year premium of nearly \$20,000.

OPERATING PROFORMA

The pro forma shown below incorporates revenues and expenses for the facility on an annual basis. The cost recovery percentage, 64% in year one, measures the extent to which operating revenues can meet anticipated expenses. In the first stabilized year, annual operations are projected to yield a net operating loss of about \$94,000 before interest, taxes, depreciation, amortization, and capital reserve contributions. Annual capital reserves in the amount of approximately \$30,000 are recommended as a set aside for major equipment replacements and building improvements. The annual amount is based upon reserving a full building replacement value of approximately \$10 million over a 30-year period.

Revenues	2016	2017	2018	2019	2020	2025
Pass Revenue	\$ 43,200	\$ 62,300	\$ 85,707	\$ 88,300	\$ 90,900	\$ 105,400
Multipurpose Classes: Fitness	\$ 172,339	\$ 248,500	\$ 341,760	\$ 352,000	\$ 362,600	\$ 420,300
Multipurpose Classes: Enrichment	\$ 116,203	\$ 167,580	\$ 230,421	\$ 237,300	\$ 244,400	\$ 283,400
Gym Rental	\$ 44,700	\$ 64,400	\$ 88,511	\$ 91,200	\$ 93,900	\$ 108,900
Indoor Soft Play Area	\$ 40,650	\$ 58,660	\$ 80,634	\$ 83,100	\$ 85,600	\$ 99,200
Other Revenue	\$ 8,160	\$ 11,760	\$ 16,154	\$ 16,600	\$ 17,100	\$ 19,800
Day Care	\$ 97,800	\$ 100,700	\$ 103,700	\$ 106,800	\$ 110,000	\$ 127,500
Total Revenue	\$ 523,052	\$ 713,900	\$ 946,886	\$ 975,300	\$ 1,004,500	\$ 1,164,500
Expenses						
Full-time Salaries and Benefits	\$ 240,500	\$ 247,700	\$ 255,100	\$ 262,800	\$ 270,700	\$ 313,800
Part-time Personnel	\$ 86,900	\$ 89,500	\$ 92,200	\$ 95,000	\$ 97,900	\$ 113,400
Multipurpose Instructors: Fitness	\$ 103,380	\$ 149,100	\$ 205,056	\$ 211,200	\$ 217,500	\$ 252,000
Multipurpose Instructors: Enrichment	\$ 82,024	\$ 118,300	\$ 162,603	\$ 167,500	\$ 172,500	\$ 200,000
Utilities	\$ 61,300	\$ 63,100	\$ 65,000	\$ 67,000	\$ 69,000	\$ 80,000
General Administrative	\$ 104,700	\$ 107,800	\$ 111,000	\$ 114,300	\$ 117,700	\$ 136,400
Repairs and Maintenance	\$ 50,900	\$ 52,400	\$ 54,000	\$ 55,600	\$ 57,300	\$ 66,400
Contracted Services	\$ 70,700	\$ 72,800	\$ 75,000	\$ 77,300	\$ 79,600	\$ 92,300
Insurance	\$ 19,800	\$ 20,400	\$ 21,000	\$ 21,600	\$ 22,200	\$ 25,800
Total Expenses	\$ 820,204	\$ 921,100	\$ 1,040,959	\$ 1,072,300	\$ 1,104,400	\$ 1,280,100
NOI	\$ (297,152)	\$ (207,200)	\$ (94,073)	\$ (97,000)	\$ (99,900)	\$ (115,600)
Cost Recovery	64%	78%	91%	91%	91%	91%
Capital Reserves ¹	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000	\$ 30,000
Cumulative Capital Reserves	\$ 30,000	\$ 60,000	\$ 90,000	\$ 120,000	\$ 150,000	\$ 300,000

1) The capital reserve fund correlates to a percentage of available funds after expenses, however since the Community building has a negative net operating income capital reserve funds, roughly \$30,000 per year, will have to be paid through another source.

SENSITIVITY ANALYSIS AND SUMMARY OF FINDINGS

In B&D's experience, most publicly-operated community buildings seldom cover their operating costs with facility revenues. Since most community centers do not aggressively pursue market-rate memberships, they typically recover between 60% and 90% of their operating costs. These

facilities are instead operated as public assets that have less emphasis on financial performance. The projected stabilized cost recovery for this building is 91 percent.

Enrichment and fitness class admissions are the primary revenue source for the new community building, accounting for about 56 percent (56%) of the total revenue. Fluctuations in the assumed participation rates for the various classroom activities represent the biggest potential risk to Project revenue.

B&D presents the Project's likely financial scenarios in figure 7.2 below. . The model assumes that approximately 25 percent (25%) of the primary market area population is willing to pay a fee to take at least one class per week throughout the year. The table also shows that as market share increases the cost recovery ratio improves at an accelerated rate. This is the result of an increase in the ratio of participation by drop-in users to that of participation by pass holders, which will not increase as quickly. As a reminder, drop-in users pay a higher fee for classes than do pass holders.

	Worst Case	Likely Case	Best Case
Total Weekly Participants	1097	1386	1700
Market Share¹	20%	25%	30%
Revenues	\$ 842,489	\$ 946,886	\$ 1,136,723
Expenses	\$ 978,214	\$ 1,040,959	\$ 1,154,835
NOI	\$ (135,725)	\$ (94,073)	\$ (18,112)
Cost Recovery	86%	91%	98%
1. % of primary market residents expressing willingness to pay participating in a class at least once per week			

Figure 7.2: Cost Recovery Sensitivity to Changes in % Market Share of all Fitness and Enrichment Classes

The ability to capture more drop-in users at the higher fee rates will be largely dependent upon the quality of programs and instructors made available by the operator. Despite the conservative cost-recovery assessment, there is a strong opportunity for an experienced operator with a reputable set of programs to be successful in this location – particularly if the operator is able to draw from the population in the secondary market area, which is nearly five times larger than that of the primary market area.

EXHIBIT A

Competitive Context Analysis

Competitive Context Analysis

Program offerings by facility : Hill Center

Program	Cost	Term	Number of classes	Class length	Cost per hour	Enrolment Fee
Arts and Performance						
Concerts	\$ -	Event	1	1.5	\$ -	
Concert	\$ 15.00	Event	1	2	\$ 7.50	
Concert	\$ 20.00	Event	1	2	\$ 10.00	
Concert	\$ 10.00	Event	1	1.5	\$ 6.67	
Concert	\$ 15.00	Event	1	1.5	\$ 10.00	
Photography	\$ 95.00	Class	1	3	\$ 31.67	
Jazz Lessons	\$ 12.00	Class	1	1.5	\$ 8.00	
Jazz Lessons	\$ 40.00	Series	4	1.5	\$ 6.67	
Music Lessons	Not Listed					
Cartoon Art	\$ 30.00	Class	1	5	\$ 6.00	
Drawing/Painting	\$ 35.00	Class	1	5	\$ 7.00	
Guest Speakers	Free	Class	1	2	\$ -	
Average without free events					\$ 10.39	

Children, Teen, and Families	Cost	Term	Number of classes	Class length	Cost per hour	Enrolment Fee
Baby Yoga	\$ 84.00	Series	6	1	\$ 14.00	
Java/Computer Coding	\$ 149.00	Series	6	1	\$ 24.83	
Java/Computer Coding	\$ 275.00	Series	6	3	\$ 15.28	
Java/Computer Coding	\$ 275.00	Series	6	2	\$ 22.92	
Child Martial Arts	\$ 460.00	Series	23	2	\$ 10.00	
Science Camp	\$ 315.00	Camp	1	7	\$ 45.00	
Science Class	\$ 129.00	Series	5	0.75	\$ 34.40	
Math Camp	\$ 420.00	Camp	10	3.5	\$ 12.00	
Math Camp	\$ 465.00	Camp	10	3.5	\$ 13.29	
P.A.C.E. Program	\$ 300.00	Series	7	2	\$ 21.43	
Adult Yoga	\$ 112.00	Series	8	1.25	\$ 11.20	
Adult Yoga	\$ 20.00	Class	1	1.25	\$ 16.00	
Ballet/Tap/Jazz	\$ 75.00	Monthly	4	0.75	\$ 25.00	\$ 30.00
Ballet/Tap/Jazz	\$ 187.50	Series	10	0.75	\$ 25.00	
Dance Camp	\$ 275.00	Series	5	3	\$ 18.33	
Average without free events					\$ 20.74	\$ 30.00

Computers and Technology	Cost	Term	Number of classes	Class length	Cost per hour	Enrolment Fee
PC for beginners	Free to low income	Series	36	2		

Food and Garden	Cost	Term	Number of classes	Class length	Cost per hour	Enrolment Fee
Beer Appreciation	0	Class	1	2	\$ -	
Cooking	85	Class	1	3	\$ 28.33	
Guest Speakers	0	Event	1	2	\$ -	
Cooking	85	Class	1	1.5	\$ 56.67	
Beer Class	25	Class	1	2	\$ 12.50	
Cooking	40	Class	1	2	\$ 20.00	
Baking	65	Class	1	2.5	\$ 26.00	
Baking	85	Class	2	1.5	\$ 28.33	
Cooking	65	Class	1	2	\$ 32.50	
Food Training	75	Class	1	4	\$ 18.75	
Cooking	85	Class	1	2.5	\$ 34.00	
Average without Free events					\$ 25.71	

Competitive Context Analysis

Program offerings by facility : Hill Center

Language and Humanities	Cost	Term	Number of classes	Class length	Cost per hour	Enrolment Fee
French	270	Series	8	2	\$ 16.88	
Sign Language	0	Class	1	1	\$ -	
Spanish	330	Series	11	2	\$ 15.00	
Speech	575	Series	5	2	\$ 57.50	
Writing Class	195	Series	4	2.5	\$ 19.50	
Writing Class	50	Class	1	3	\$ 16.67	
Writing Class	80	Class	1	4	\$ 20.00	
Writing Class	100	Class	1	2.5	\$ 40.00	
Average			4	3	\$ 26.51	

Mindful Motion and Health	Cost	Term	Number of classes	Class length	Cost per hour	Enrolment Fee
Movement Awareness	120	Series	8	2	\$ 7.50	
Movement Awareness	100	Series	6	2	\$ 8.33	
Movement Awareness	20	Class	1	2	\$ 10.00	
Fitness Boot Camp + Personal Trainer	175	Series	16	1	\$ 10.94	
Boot Camp Only	145	Series	16	1	\$ 9.06	
8 Boot Camp Classes	100	Series	8	1	\$ 12.50	
Yoga	98	Series	7	1	\$ 14.00	
Swing Class (Dance)	110	Series	8	1	\$ 13.75	
Yoga Preview	18	Class	1	1.25	\$ 14.40	
Tai Chi Chuan	150	Month	3	1.5	\$ 33.33	
Average			5	2	\$ 13.38	

Summer Camps offered off site through Corcoran Gallery of Art

BRAILSFORD & DUNLAVEY
CAPITOL QUARTER COMMUNITY BUILDING
Competitive Context Analysis

Space Rental by facility : Hill Center

Saturday Evenings - Individual rooms on the Second Floor may only be booked two weeks out

Special Events (Second Floor)

Entire Second Floor (includes all spaces listed below)						M-F-W
				Half	Day	\$1,400.00
				Full	Day	\$1,800.00
				Evening	Only	\$1,800.00
Abraham Lincoln Hall						
				Half	Day	\$900.00
				Full	Day	\$1,400.00
				Evening	Only	\$1,400.00
John Philip Sousa Hall						
				Half	Day	\$650.00
				Full	Day	\$900.00
				Evening	Only	\$900.00
Mathew Brady Gallery						
				Half	Day	\$400.00
				Full	Day	\$500.00
				Evening	Only	\$500.00
Sister Beatrice Hall & Constantino Brumidi Gallery						
				Half	Day	\$550.00
				Full	Day	\$750.00
				Evening	Only	\$750.00
COMBINED SPACES						
Entire Building						
				Evening	Only	
Entire Campus						
				Evening	Only	
Indoor Spaces						
Ground Floor						
Annie Etheridge Hook Demonstration Kitchen (4 hours)						300
Michael Weiler Computer Lab (4 Hours)						300
Music Room (4 Hours)						200
First Floor						
				Half Day		1000
				Full Day		1500
				Evening only		1500
East Wing						
				Half Day		750
				Full Day		1200
				Evening Only		1200
Benjamin Drummond Hall						
				Half Day		650
				Full Day		900
				Evening Only		900
Elizabeth Haines Room						
				Half Day		450
				Full Day		550
				Evening Only		550
Harriet Jacobs Room (4 hour)						200
Benjamin Henry Latrobe Board Room (4 hours)						300

Competitive Context Analysis

Program offerings by facility : Capitol Hill Arts Workshop

Program	Cost	Term	Number of classes	Class length	Cost per hour	Enrolment Fee
Jazzercise 12 month	\$ 40.00	Monthly	8	1 hour	\$ 5.00	\$ 50.00
Jazzercise 6 month	\$ 45.00	Monthly	8	1 hour	\$ 5.63	\$ 60.00
Jazzercise 3 month	\$ 60.00	Monthly	8	1 hour	\$ 7.50	\$ 70.00
Jazzercise single session	\$ 15.00	Session	1	1 hour	\$ 15.00	
Photography	\$ 238.00	Session	5	2.25	\$ 21.16	
Photography	\$ 332.00	Session	7	2.25	\$ 21.08	
Photography	\$ 190.00	Session	4	2.25	\$ 21.11	
Photography	\$ 228.00	Session	4	3	\$ 19.00	
Photography	\$ 152.00	Session	4	2	\$ 19.00	
Photography	\$ 228.00	Session	8	2	\$ 14.25	
Songwriting	\$ 25.00	Session	1	2	\$ 12.50	
Music and Theatre	\$ 190.00	Session	8	0.8	\$ 28.50	
Music and Theatre	\$ 190.00	Session	8	0.8	\$ 28.50	
Music and Theatre	\$ 152.00	Session	4	0.8	\$ 45.60	
Visual Arts	\$ 228.00	Session	6	2.0	\$ 19.00	
Visual Arts	\$ 152.00	Session	4	2.0	\$ 19.00	
Visual Arts	\$ 152.00	Session	4	2.0	\$ 19.00	
Visual Arts	\$ 152.00	Session	4	2.0	\$ 19.00	
Visual Arts	\$ 152.00	Session	4	2.0	\$ 19.00	
Visual Arts	\$ 152.00	Session	4	2.0	\$ 19.00	
Visual Arts	\$ 152.00	Session	4	2.0	\$ 19.00	
Visual Arts	\$ 228.00	Session	6	2.0	\$ 19.00	
Visual Arts	\$ 20.00	Session	1	3.0	\$ 6.67	
Visual Arts	\$ 76.00	Session	4	3	\$ 6.33	
Dance	\$ 133.00	Session	7	0.9	\$ 20.73	
Dance	\$ 133.00	Session	7	0.9	\$ 21.11	
Dance	\$ 152.00	Session	7	0.9	\$ 24.13	
Dance	\$ 152.00	Session	8	0.8	\$ 23.75	
Dance	\$ 152.00	Session	8	0.9	\$ 21.11	
Dance	\$ 228.00	Session	8	1.5	\$ 19.00	
Dance	\$ 152.00	Session	8	0.9	\$ 21.11	
Dance	\$ 152.00	Session	8	0.8	\$ 23.75	
Arts Adventure Summer Camp	\$ 450.00	Week	5	8	\$ 11.25	
Arts Adventure Summer Camp	\$ 360.00	Week	5	8	\$ 9.00	
Arts Adventure Summer Camp	\$ 900.00	Week	10	8	\$ 11.25	
Arts Adventure Summer Camp	\$ 375.00	Week	5	8	\$ 9.38	
Arts Adventure Summer Camp	\$ 200.00	Week	5	3	\$ 13.33	
Arts Adventure Summer Camp	\$ 225.00	Week	5	3	\$ 15.00	
Arts Adventure Summer Camp	\$ 650.00	Week	10	5	\$ 13.00	
Specialty Camp (K-5)	\$ 360.00	Week	5	8	\$ 9.00	
Specialty Camp (K-5)	\$ 900.00	Week	10	8	\$ 11.25	
Specialty Camp (K-5)	\$ 450.00	Week	5	8	\$ 11.25	
Specialty Camp (K-5)	\$ 375.00	Week	5	5	\$ 15.00	
Fashion Design	\$ 225.00	Session	5	3	\$ 15.00	
Young Leaders	\$ 450.00	Week	5	8	\$ 11.25	
Ceramics Class	\$ 900.00	Week	10	8	\$ 11.25	
Ballet and Tap Dance	\$ 133.00	Session	6	0.9	\$ 24.63	
Ballet and Tap Dance	\$ 133.00	Session	6	1	\$ 22.17	
High School Acting	\$ 750.00	Session	15	6.3	\$ 7.93	
Photography Camp	\$ 900.00	Week	10	8	\$ 11.25	
Ceramics Camp	\$ 900.00	Week	10	8	\$ 11.25	
Arts Camp (Pk-5)	\$ 200.00	Week	5	3	\$ 13.33	
Applied Arts	\$ 285.00	Session	5	3	\$ 19.00	
Applied Arts	\$ 152.00	Session	4	2	\$ 19.00	
Fashion Design	\$ 45.00	Class	1	2	\$ 22.50	
Step Dance	\$ 152.00	Session	8	1	\$ 19.00	
Music Together (0-5 with caregiver)	\$ 192.00	Session	8	0.75	\$ 32.00	
Ceramics Summer Camp	\$ 650.00	Session	10	5	\$ 13.00	
Family Film Workshop	\$ 55.00	Class	1	4	\$ 13.75	
String Fling Summer Camp	\$ 375.00	Session	5	4	\$ 18.75	
Avg Total	Cost	Term	Number of classes	Class length	Cost per hour	Enrolment Fee
Dance					\$ 16.95	\$ 60.00
Art					\$ 16.73	
Photography					\$ 18.12	
Music					\$ 27.64	

Competitive Context Analysis
Membership rate by facility

Monthly Membership Rates		Adult	Youth/Teen	Couple	Senior	Class Fee	Enrollment Fee
Fitness Center							
1	Results Gym	\$ 111.00	\$85.00	\$ 212.00	\$85.00	\$ 4.00	\$ 39.99
2	Biker Barre	\$ 250.00	\$ 250.00				
3	Gold's Gym	\$ 38.97	\$ 38.97				\$ 49.99
4	DC Boxing and Fitness	\$ 95.00	\$ 95.00				
5	Headbangers Boxing Gym						
6	Washington Sports Club		\$ 49.99				\$ 179.99
6	Washington Sports Club	\$ 69.99					\$ 79.99
7	District Cross fit	\$ 165.00	\$ 165.00				
8	Atlas Fitness	\$ 55.00	\$ 55.00				
9	Bmarchai Studios	\$ 120.00	\$ 120.00				
10	Vida Fitness	\$ 86.00					\$ 49.99
10	Vida Fitness and Pool	\$ 118.00					\$ 49.99
Competing Facility Average		\$ 110.90	\$ 107.37	\$ 212.00	\$ 85.00	\$ 4.00	\$ 74.99

Source: Internal Research

Capitol Quarter Community Building

June 2019

Competitive Context Analysis
Program offerings by facility

Competitive Context Analysis		Fitness														Extra Amenities																			
		Aquatics				Therapy				Fitness										Extra Amenities															
Facility	Competition Pool	Lap Pool	Splashpad	Spa	Sauna	Chiropractor Clinic	Physical Therapy Clinic	Multi-Purpose Room	Weight Training	Zumba	Cardio	Spinning Room	Group Fitness/Training	Yoga	Martial Arts	Personal Training	Barre	Rockwall	Running track	Boxing	Racquetball	Half-Court Gymnasium	Gymnasium	Pilates	Basketball League	Dance Fitness	Silver Sneakers	Cafe/Juice Bar	Child care	Art Classes	Computer Lab	Senior Area	Pro Shop	Tanning	
Recreation/Community Center 1 King Greenleaf Center 2 Capitol Hill Arts Workshop 3 Hill Center DC								x	x	x	x												x								x				
								x	x	x	x		x	x	x	x										x				x					
								x	x	x	x		x	x	x	x										x				x					
	0	0	0	0	0	0	0	3	1	1	3	0	2	2	2	2	2	0	0	0	0	0	1	1	0	0	2	0	0	0	2	2	2	0	0
Competitive Context Analysis		Aquatics				Therapy				Fitness										Extra Amenities															
Facility 1 Results Gym 2 Biker Barre 3 DC Boxing and Fitness 4 Headbangers Boxing Gym 5 Washington Sports Club 6 District Cross fit 7 Atlas Fitness 8 Bmarchai Studios 9 Vida Fitness and Pool	Competition Pool	Lap Pool	Splashpad	Spa	Sauna	Chiropractor Clinic	Physical Therapy Clinic	Multi-Purpose Room	Weight Training	Zumba	Cardio	Spinning Room	Group Fitness/Training	Yoga	Martial Arts	Personal Training	Barre	Rockwall	Running track	Boxing	Racquetball	Half-Court Gymnasium	Gymnasium	Pilates	Basketball League	Dance Fitness	Silver Sneakers	Cafe/Juice Bar	Child care	Art Classes	Computer Lab	Senior Area	Pro Shop	Tanning	
									x	x	x	x				x	x					x													
																x						x													
																x						x													
																x						x													
																x						x													
																x						x													
																x						x													
																x						x													
																x						x													
Competitive Set (Out of 9)		0	1	0	2	2	0	1	1	6	3	6	4	6	5	5	6	2	0	0	6	1	0	1	3	0	0	1	0	1	0	0	0	0	

EXHIBIT B

Community Meeting Polling Results

Q #	Choice	Choice Text	Response Count	Response Pct
9	a		1	1.7%
10		Any fees charged should be like similar programs offered in the area.	5	8.3%
N			60	
12	Operating Expense Management -			
1		Operating expenses should be kept as low as possible even if that results in limited services and restricted hours of use.	11	18.0%
2	a		2	3.3%
3	a		6	9.8%
4	a		5	8.2%
5	a		19	31.1%
6	a		3	4.9%
7	a		1	1.6%
8	a		4	6.6%
9	a		1	1.6%
10		The highest quality of service and professional standards should be pursued even if high fees and charges must be passed on to patrons.	9	14.8%
N			61	

Q #	Choice	Choice Text	Response Count	Response Pct
1		The primary purpose of the building is a community center that supports a variety of programs and services and serves as a gathering place for residents in the neighborhood.	14	35.0%
2	a		3	7.5%
3	a		2	5.0%
4	a		2	5.0%
5	a		10	25.0%
6	a		3	7.5%
7	a		1	2.5%
8	a		0	0.0%
9	a		0	0.0%
10		The primary purpose of the building is a recreation center that supports fitness activities and athletic-based programs	5	12.5%
N			40	
10	Revenue Generation:			
1		The on-site programs and meeting spaces in the building should be open to anyone in the community. There shouldn't be any charges to use the space.	27	44.3%
2	a		1	1.6%
3	a		6	9.8%
4	a		3	4.9%
5	a		12	19.7%
6	a		0	0.0%
7	a		2	3.3%
8	a		3	4.9%
9	a		1	1.6%
10		The building should have to raise money from its programs and services.	6	9.8%
N			61	
11	Fee Schedule/Equitable Access -			
1		No person should be turned away from the building's services because they cannot pay.	35	58.3%
2	a		3	5.0%
3	a		6	10.0%
4	a		2	3.3%
5	a		4	6.7%
6	a		1	1.7%
7	a		3	5.0%
8	a		0	0.0%

Q #	Choice	Choice Text	Response Count	Response Pct
2	a		1	1.8%
3	a		3	5.5%
4	a		2	3.6%
5	a		26	47.3%
6	a		4	7.3%
7	a		1	1.8%
8	a		6	10.9%
9	a		0	0.0%
10		The team should focus primarily on improving hitting	11	20.0%
N			55	
7	Responsiveness to community interest:			
1		The on-site programs should be mostly for residents living in the 2-3 blocks surrounding the building.	15	24.6%
2	a		5	8.2%
3	a		8	13.1%
4	a		4	6.6%
5	a		15	24.6%
6	a		1	1.6%
7	a		1	1.6%
8	a		6	9.8%
9	a		1	1.6%
10		The on-site programs should be whatever has the most popularity.	5	8.2%
N			61	
8	Market Responsiveness:			
1		The rooms within the building should be able to support a wide variety of programs and services.	21	33.9%
2	a		4	6.5%
3	a		8	12.9%
4	a		4	6.5%
5	a		11	17.7%
6	a		6	9.7%
7	a		2	3.2%
8	a		2	3.2%
9	a		1	1.6%
10		The rooms in the building should be designed only to support the services a majority of the people want. Flexibility is not important.	3	4.8%
N			62	
9	Building focus:			

Community Meeting Polling Results

Q #	Choice	Choice Text	Response Count	Response Pct
1		Approximately how far do you live from the future community building site?		
	1	3 blocks or less	38	70.4%
	2	4-6 blocks	5	9.3%
	3	7-10 blocks	3	5.6%
	4	More than 10 blocks	8	14.8%
		N	54	
2		Do you currently rent or own your residence?		
	1	Rent	34	58.6%
	2	Own	24	41.4%
		N	58	
3		For how long have you lived in this neighborhood?		
	1	Less than 1 year	1	1.7%
	2	1-3 years	12	20.7%
	3	4-6 years	15	25.9%
	4	7-10 years	12	20.7%
	5	More than 10 years	13	22.4%
	6	I don't live here but plan to relocate here	1	1.7%
	7	I don't live here and don't plan to relocate here	4	6.9%
		N	58	
4		Please indicate your gender		
	1	Male	23	39.0%
	2	Female	36	61.0%
		N	59	
5		What is your age?		
	1	19 or younger	0	0.0%
	2	20- 29	2	3.4%
	3	30-39	7	12.1%
	4	40-49	9	15.5%
	5	50-59	4	6.9%
	6	60-69	14	24.1%
	7	70 or older	22	37.9%
		N	58	
6		Washington Nationals baseball strategy -		
	1	The team should focus primarily on improving pitching	1	1.8%

EXHIBIT C

Community Meeting Round Table Discussion

CAPITOL QUARTER COMMUNITY BUILDING DETAILED FINDINGS

What are your hopes or expectations for this new building?

Community members, in general, desire for the community building to be an extension of the home that brings pride to the neighborhood and empowers the community. They desire for the space to be a high-quality, multipurpose facility for all ages. Specific expectations include:

- ◆ Open to neighborhood residents and non-neighborhood residents
- ◆ Free to Neighborhood Residents
- ◆ Multifunctional spaces with the ability to support a robust demand.
- ◆ Safe place in the community for children, youth, and adults.
- ◆ Active planning and coordination of community activity.
- ◆ A facility that builds community through cross-generation appeal.

What type of programs, services, or activities are needed in the neighborhood that should be offered in the building?

Nearly all participants desire some type of activity that requires the use of a multipurpose space for programs like arts, crafts, training, or education. Generally, the participant's desire activities they cannot be obtain within their own homes currently. Listed here is a non-exhaustive list of the various programs requested:

- ◆ Fitness center with a weight room, trainers, lockers, and showers.
- ◆ Entertainment spaces for music, live theatre, and art.
- ◆ Outdoor spaces for movie screening and community gardening.
- ◆ Educational style rooms for youth and adult education.
- ◆ Computer room, computer training, and job training.
- ◆ Quiet rooms for tutoring, reading, and studying.
- ◆ Kitchen and cooking Classes
- ◆ GED course offerings
- ◆ Daycare facility
- ◆ Rental ballrooms and meeting rooms for celebrations and community meetings.
- ◆ Gymnastics, Zumba, yoga, massage, art, and second language class offerings.

What service programs or activities will you be willing to pay for?

Overall, the attending members felt the facility should be free to the immediate neighborhood. However, the groups did indicate their willingness to pay for the following program activities:

- ♦ Fitness Classes
- ♦ Educational Classes
- ♦ Daycare
- ♦ Rental workspace
- ♦ Party Spaces
- ♦ Art Classes
- ♦ Veteran Clubs
- ♦ Live art performances
- ♦ Cooking Classes
- ♦ Wellness services
- ♦ Dancing Class

What groups or organizations will be interested in renting space in the building?

Facilitators asked community members for group or organization suggestions that may have an interest in renting space within the new facility. Listed below is a list of the organizations mentioned:

- ♦ Adult Social Leagues
 - ♦ Personal Trainers
 - ♦ Shining Starts Gymnastics Group
 - ♦ Great River – Tai Chi
 - ♦ Toddlers on the Hill
 - ♦ YMCA satellite
 - ♦ Charter Schools
 - ♦ Family Strengthening Collaboration group
 - ♦ Office of Aging
- ♦ Girl/Boy Scouts
- ♦ Theatre Productions
- ♦ Fundraising Groups
- ♦ Capitol Hill Day School
- ♦ Capitol Hill Arts
- ♦ Saint Peter's Day School
- ♦ Results Gym satellite
- ♦ Academy of Hope
- ♦ DC Central Kitchen
- ♦ 100 Black Men

Other topics to consider?

At the end of the discussion, Facilitators encouraged community members to address any additional topics that were not previously addressed. Listed below are those topics:

- ♦ Access to Capitol Bike Share
- ♦ Robust operating hours 6am – 9pm
- ♦ Go beyond ADA requirements
- ♦ Showcase green technology for community education.
- ♦ Provide a community bulletin posting location.
- ♦ Partnerships with DC agencies is desired
- ♦ Provide adequate security.

EXHIBIT D

Survey Open Questions

CAPITOL QUARTER COMMUNITY BUILDING

COMMUNITY MEETING 2: JUNE 11, 2014 COMMENTS/RESPONSES

- ◆ It would be a real wasted opportunity if the roof is inaccessible – it is the Perfect place for community garden space – which would be well-used. Please don't waste the roof. Huge public opportunity. (sic)
- ◆ How has the arts been integrated at all? (sic)
- ◆ Yoga rooms should not have columns.
- ◆ Public art/murals on interior and exterior? (sic)
- ◆ What is the landscape plan? Educational? Sustainable? (sic)
- ◆ Seems like a lot of fitness, not enough arts and culture and education space. (sic)
- ◆ Too much like a rec center, would like to see it more like The Arc or The Hill Center. (sic)
- ◆ Parking for employees of Community Centre? (sic)
- ◆ Locker Rooms as described are not needed since most users will be coming from their homes located 1-6 blocks away. (sic)
- ◆ Sr. Center next door – space for their use should be on the 1st floor providing them easy access. (sic)
- ◆ Please put in a Capital Bike share. Maybe swe (sic) column placement (realize fixed) is appropriate to room purpose. (sic).
- ◆ I'm not sure how daycare/shared kitchen is feasible given security concerns of daycare. Hope kitchen is capable of holding cooking classes. (sic)
- ◆ Nice clear presentation. Please make "conceptual floor plans" available at 900 5th St and 400 M St in the lobby, and by request at DCHA Office of Planning. Also, please alert folks about how to submit comments for those unable to attend tonight. Please! Rooftop garden! (sic) Also input into RFP?
- ◆ If the playground is for the daycare then it will not be for community use during daycare hours. Is there any outside space for the community not in the daycare?
- ◆ Build separate kitchens for daycare and multipurpose rooms. Put quieter uses above daycare.
- ◆ A kitchen upstairs would allow for cooking classes (very popular at Hill Center,) event rentals, and adult daycare.
- ◆ Adult daycare can be profitable, since Medicaid will reimburse for it. And CACFP provides federal funding for meals at adult care – having at least a heating kitchen upstairs will make that easier. (sic)
- ◆ Think about interior design – do we have mirrors & spring floor in rooms where yoga/dance class might happened? (sic)
- ◆ BUILD A GARDEN ON THE ROOF. (sic) The roof needs to be strong enough, but DC Greenworks can advise.
- ◆ Roof should be maximized – that's space lost that would be awesome! For gardening/party space. (sic)

- ◆ Have we considered an indoor track above the gym area on the 2nd floor?
- ◆ Lots of comments on “operators” which gives them a lot of power to fail.
- ◆ Can’t the gym be transformed into a theater or add a stage towards the back?
- ◆ Why is basement out? (sic)
- ◆ No computer Labs?
- ◆ Is there parking? Where is the manager’s space? Other parking?
- ◆ Suggest outdoor space for older children.
- ◆ Kitchen on first floor should be for daycare only, if that is the intent, and not shared during non-daycare hours.
- ◆ For cooking classes and rentals – have a separate kitchen on second floor. (sic)
- ◆ Green space on roof. (sic)
- ◆ Will DCHA provide security for the building? Suggest there be security. (sic)
- ◆ No need for locker rooms.
- ◆ Column line shown middle of multi-purpose rooms? Also through daycare? Seem problematic. (sic)
- ◆ Need more emphasis in activities for older kids. Huge gap in services for kids of that age group in this neighborhood (missed in survey). (sic)
- ◆ Will gym be multi-functional? (Theater/performance space as well?) – Lot of space for single use. (sic)
- ◆ There is a need for spaces for seniors – activities + programs like computers, games – things to stay busy. (sic)
- ◆ The design looks like a yoga studio/fitness center for people to come to exercise that provides daycare. These residents deserve a “good community center.” The children should have a space to call their own with books. There aren’t any tools in this center to help the low income residents. People who want fitness activities like yoga will usually pay for them. Our community has been waiting on this community center for years. It could be much more than this little “rinky dink” design. Give these residents a space that really gives them a chance to come together as a community. I recommend you’ll go visit the Rosedale Rec Campus in NE!! (sic)

EXHIBIT E

Survey Feedback

Exhibit E

Q127. Please write down anything else you feel we should know about your household's needs or your views concerning the new Capper Community Building. This data will be reported separately from the survey data.

Count	Percent		
159	100.00%		
Count	Percent		
Demographics / Access / Safety			
8	5.03%	Emphasis on services / activities for older kids - particularly ages 7-15 / 5-19, including after-school care, weekend classes, summer programs	
8	5.03%	Provide a safe environment: Maximize security ("24-hr on-site guard") and upkeep; Limit access to be open to only members of the community; Minimize loitering; New/safe equipment	
6	3.77%	A place for people of all ages / economic status / sexual orientation in the community (inclusiveness) - "We support a Community Center that will truly serve the youth's needs in our community, as well as those of the Senior Arthur Capper Building. We feel that any activities that are driven by the community, should be reviewed by the community, and re-evaluated regularly to be sure that it does not get out of touch with the needs of the community."	Inclusiveness / Oversight
6	3.77%	Affordable / no-fee access	
3	1.89%	The survey seemed to be skewed to weekday preferences, but it should have been separated between weekday v. weekend participation. I think the composition of usage (and time needs) will vary between those two day types; We both work downtown with office hours until 6 PM, so any programming would have to happen after 6:30 on weekdays or on the weekend to attend.	Preference for weekend / evening programming.
2	1.26%	ADA accessible path of travel from the Senior building into the community center	
2	1.26%	Concerned about parking ("add even just 10 spaces")	
2	1.26%	Please add a Capital Bikeshare station / ample bicycle parking & infrastructure	
1	0.63%	"White" is not a race. Caucasian is a race.	
1	0.63%	Certain members of the community think they are entitled to more input as to the future of the community center than others. Please ensure that the voices of one or two people aren't given more consideration than the majority of residences in the community.	Inclusiveness
1	0.63%	When I was at the last meeting at 200 I St SE for the rec. there were a good number of people 60 and over, I feel that the seniors should have a specific area just to meet their wants and needs. The needs of seniors will hopefully be met. but the wishes of the senior community should be met (some of it) a garden area, where they can plant and care for their plants and flowers. A Green house, maybe on the roof top, a quiet area, maybe with a couple of rockers or swings, roof top area, or terrace. If dogs can be considered for dog parks, then seniors can be considered too.	Separate dedicated area for senior activities
1	0.63%	Available for use by employees of DCHA and other local employers, not just residents.	
1	0.63%	I think it's very important to cater not only to families with children, but also to the growing demo of 20/30 somethings.	
1	0.63%	You need to have programs for handicap people both old and young	
1	0.63%	Transportation provided?	
1	0.63%	Employment opportunities	
Activities / Amenities			
15	9.43%	Breakfast place IHOP or Denny's - would generate revenue and provide employment	Mini main street
15	9.43%	Nail shop / hair shop - would generate revenue and provide employment	Mini main street
8	5.03%	Swimming pool / indoor pool / water aerobics ["Twenty meter outdoor heated pool open year around from 05:00 to 10 p.m. would accommodate needs of considerable popular of more senior residents (55 and above - and who pay generous portion of their incomes to taxes) who must avoid low/med/hi impact aerobics or activities."]	

8	5.03%	Educational child day care; needs to accept DC childcare vouchers / be priced competitively	
5	3.14%	Fitness classes / sport & exercise facilities	
4	2.52%	Educational classes / Summer courses for adults	
3	1.89%	We need racquetball courts! There is nowhere in DC to go to play racquetball that doesn't charge a monthly fee	
3	1.89%	Computer classes / computer room / free internet and wifi	
3	1.89%	Pool table / game room (pool tables, foosball, table tennis, etc.) - a "living room" for kids	
2	1.26%	It would be great to have dance studio space that could be rented or reserved by private instructors or groups; Would be very interested in Baby Ballet classes (ages 2-5).	
2	1.26%	I am convinced that a gymnastics program for toddlers on up would draw families from all over the Hill (who currently have to go out to Silver Spring to find one).	
2	1.26%	Performance space/music recital hall / movie theater	
2	1.26%	Rooftop community garden / active spaces. Don't waste the roof!	
2	1.26%	Adult/senior day care very important	
2	1.26%	Survey the market: CHAW and the Hill Center should be models; You should examine what existing nearby community center such as the Townhomes on Capitol Hill offer so as to not duplicate.	
1	0.63%	Exercise class for seniors	
1	0.63%	Yoga would be a huge hit since there are no studios in the area -- there were always big crowds at the Yards Park's outdoor version last year.	
1	0.63%	Would love tennis or squash	
1	0.63%	Basketball court	
1	0.63%	Active outdoor spaces. (Access to Marine Corps field?)	
1	0.63%	Cooking classes	
1	0.63%	Area to hold meetings and events	
1	0.63%	We would pay to have a community garden!!!	
1	0.63%	Visible sustainability features like solar panels and rainwater harvesting. Don't waste the roof! Also, please consider native landscaping around the center.	
1	0.63%	In addition to classes, things that would get people out in the community. Planned bikerides, walks, etc.	
1	0.63%	Both full-day daycare and half-day toddler school (different missions, different spaces)	
1	0.63%	We would LOVE lots of activities for little kids - martial arts, language enrichment, soft playground, outdoor playground, soccer, etc.	
1	0.63%	Card playing	
1	0.63%	Maybe they need a holding room to hold packages for people who are not home.	
1	0.63%	The interior should be flexible to hold both large and small community meetings as space is scarce.	
1	0.63%	Dog-friendly spaces & activities	
1	0.63%	I think it would be a great way to tie the community together. I run a restaurant and would love to do food tasting and beer events etc for the community!	Mini main street: Multi-purpose kitchen - events/meetings and café
Construction Concerns			
1	0.63%	I hope you have better contractors to build the community center than the contractors that built 900 and 400	Construction quality
1	0.63%	we're close to the build site so would appreciate having a contact person for the project in case there are noise violations/traffic concerns to report. Thanks!	Construction issues
General Comments (no program impact)			
1	0.63%	I am happy :)	
2	1.26%	I would like for the building to hurry up and open so we could have something to do.	
1	0.63%	While we live in SW DC, we shop, eat, play in SE often.	
1	0.63%	Children attend school nearby, family is Washington Nationals fans and attend games often, ice skate at Canal Park often, use bikeshare, ride bikes in neighborhood often	

1	0.63%	three purpose start up with daily prayer with love, educational and activities programs in/out door. You get a smile with your expression with people brighten their morning tell them so that community is recognized him of her distributor flyer to welcome them in the building.	Educational activities; Indoor/outdoor programs; Morning prayer
1	0.63%	I am willing to support the New Capper Community Building in any way I can. I am a social worker by profession and have consistently built quality and effective programs and established and maintained positive and productive relationships with community members, businesses, organizations and community leaders. I currently run a DC Department of Parks and Recreation facility and would be able to be an asset to the planning, development, and running of the Capper Community Building.	
Survey Comments			
1	0.63%	Please keep in mind the residents who live in the high rises. I have lived in CHT since July 2006 and care about our community. Please circulate these surveys more often	
1	0.63%	Should go door to door for the DCHA renters to fill out this survey	
Concerns			
1	0.63%	Too often, DCHA tries to do too much with what it has. Budgets are exceeded, maintenance is not performed, and the property becomes an eyesore. Keep the community center simple and small with only the necessary expenses to operate.	
1	0.63%	The fact that an operator hasn't been identified yet, is concerning.	
1	0.63%	No building simply for sake of having a building; concerned about lack of operator / operating funds	
1	0.63%	If there is no plan to transition the management, and we mean a real plan not a wish, then the center should not be built.	
1	0.63%	Everything about the building is appalling. Government funds should not be wasted on the construction of this project. Too many people need jobs, training, and education, and we're building an unneeded building for bingo (play bingo in your lobby, seniors). Particularly appalling? Approved construction funds with no continuing long term operations funds authorized. Silly. By definition, this cannot be fee-for-service at the operational phase, based on the constituents to be served. It should have been funded properly for the long term or not built at all.	
1	0.63%	I think it is outrageous that this center is being built with no one to run it after our tax dollars are spent to build it. DCHA proves yet again that it is completely incompetent and irresponsible.	
Housing (not pertinent to Community Center uses)			
1	0.63%	Please make sure that when you are screening new applicants for the building that they are well mannered and have appreciation and a sense of class for the building. For a lack of words, not ghetto acting. I can tell that some of the people in my building now the are not used to having anything or maintainng anything nice. I would like to be considered for the new building, as a resident. I hope the ywill have a balcony.	Housing
1	0.63%	I thought it would be 1 bedroom units so I could get invited back.	Housing
1	0.63%	I want to be a tenant in this area. I used to live at Cappers and I loved it.	Housing
1	0.63%	Housing	Housing

EXHIBIT F

Survey Data

DCHA - Capper Community Building

Description: - we will be printing and hand entering some surveys - I'd like to assistance deciding between distribution format (generic link vs. email distribution). I have need for a hybrid situation.

Date Created: 4/17/2014 10:01:31 AM

Date Range: 4/28/2014 12:00:00 AM - 5/19/2014 11:59:00 PM

Total Respondents: 473

Q1. Please enter your five-digit zip code:

Count	Percent
462	100.00%
462	Respondents

Q2. The new Capper Community Building will be located at the corner of 5th and L Streets in SE Washington DC. Based upon the map below, how far is your home from the new building?

Count	Percent	
241	65.31%	0-3 blocks
68	18.43%	4-6 blocks
60	16.26%	10 blocks or more
369	Respondents	

Q3. Please choose the item below that best describes the type of residence you live in:

Count	Percent	
71	16.14%	High rise (5+ story) apartment or condominium building 5 years old or newer
56	12.73%	High rise (5+ story) apartment or condominium building more than 5 years old
36	8.18%	Low rise (2-4 story) apartment or condominium building 5 years old or newer
77	17.50%	Low rise (2-4 story) apartment or condominium building more than 5 years old
127	28.86%	Townhome 5 years old or newer
56	12.73%	Townhome more than 5 years old
2	0.45%	Single family detached home 5 years old or newer
15	3.41%	Single family detached home more than 5 years old
440	Respondents	






Q4. Including yourself, how many members of your household are in each of the following age groups?


Count	Respondent %	Response %
161	36.76%	17.41%







Count	Percent	
60	37.27%	0
58	36.02%	1
31	19.25%	2
12	7.45%	3


Count	Percent	
60	69.77%	0
17	19.77%	1
1	1.16%	10
7	8.14%	2
1	1.16%	3







Count	Percent	
60	69.77%	0
17	19.77%	1
1	1.16%	10
7	8.14%	2
1	1.16%	3


Count	Percent		
1	1.14%		0
60	68.18%		0
20	22.73%		1
6	6.82%		2
1	1.14%		3




274 62.56% 29.62%  25 - 44 years old

Count	Percent		
15	5.47%		0
74	27.01%		1
175	63.87%		2
7	2.55%		3
2	0.73%		4
1	0.36%		5

150 34.25% 16.22%  45 - 64 years old

Count	Percent		
50	33.33%		0
61	40.67%		1
35	23.33%		2
1	0.67%		3
1	0.67%		8
2	1.33%		one






166 37.90% 17.95%  65 and older

Count	Percent		
62	37.35%		0
101	60.84%		1
3	1.81%		2

438 Respondents

925 Responses






Q5. Which of the following fitness activities do you and members of your household currently participate in regularly? (Check all that apply)

Count	Respondent %	Response %	
261	61.41%	18.45%	 Exercise w/equipment (treadmill, stairmaster, etc.)
377	88.71%	26.64%	 Walking/Jogging
38	8.94%	2.69%	 Racquetball/Squash
171	40.24%	12.08%	 Weight lifting
92	21.65%	6.50%	 Spinning classes
99	23.29%	7.00%	 Aerobics/Zumba
180	42.35%	12.72%	 Yoga/Pilates
65	15.29%	4.59%	 Basketball
29	6.82%	2.05%	 Volleyball
103	24.24%	7.28%	 Other (please specify)






425 Respondents

1415 Responses






Q6. On average, how many times per month do members of your household participate in fitness activities like those listed in the previous question? (Please select one response for each applicable age group.) - 0 - 7 years old

Count	Percent		
72	56.25%		None
14	10.94%		1-4 times/mo.
16	12.50%		5-8 times/mo.
12	9.38%		9-12 times/mo.
14	10.94%		13+ times/mo.
128	Respondents		






Q7. On average, how many times per month do members of your household participate in fitness activities like those listed in the previous question? (Please select one response for each applicable age group.) - 8 - 17 years old

Count	Percent		
34	57.63%		None
5	8.47%		1-4 times/mo.
4	6.78%		5-8 times/mo.
4	6.78%		9-12 times/mo.
12	20.34%		13+ times/mo.
59	Respondents		






Q8. On average, how many times per month do members of your household participate in fitness activities like those listed in the previous question? (Please select one response for each applicable age group.) - 18 - 24 years old

Count	Percent		
36	62.07%		None
5	8.62%		1-4 times/mo.
1	1.72%		5-8 times/mo.
7	12.07%		9-12 times/mo.
9	15.52%		13+ times/mo.
58	Respondents		






Q9. On average, how many times per month do members of your household participate in fitness activities like those listed in the previous question? (Please select one response for each applicable age group.) - 25 - 44 years old

Count	Percent		
16	6.08%		None
22	8.37%		1-4 times/mo.
33	12.55%		5-8 times/mo.
52	19.77%		9-12 times/mo.
140	53.23%		13+ times/mo.
263	Respondents		






Q10. On average, how many times per month do members of your household participate in fitness activities like those listed in the previous question? (Please select one response for each applicable age group.) - 45 - 64 years old

Count	Percent		
35	27.78%		None
17	13.49%		1-4 times/mo.
16	12.70%		5-8 times/mo.
17	13.49%		9-12 times/mo.
41	32.54%		13+ times/mo.
126	Respondents		






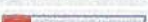



Q11. On average, how many times per month do members of your household participate in fitness activities like those listed in the previous question? (Please select one response for each applicable age group.) - 65 or older

Count	Percent		
45	35.16%		None
16	12.50%		1-4 times/mo.
25	19.53%		5-8 times/mo.
10	7.81%		9-12 times/mo.
32	25.00%		13+ times/mo.
128	Respondents		





Q12. Approximately how much does your household spend monthly to participate in fitness activities like those listed previously? (Choose the closest answer.)

Count	Percent		
172	39.54%		\$0
55	12.64%		\$25
46	10.57%		\$50
61	14.02%		\$75
101	23.22%		\$100 or more
435	Respondents		

Q13. Which of the following classes, enrichment, or other activities do you and members of your household currently participate in regularly? (Check all that apply)





Count	Respondent %	Response %	
79	25.08%	11.79%	 Graphic Arts (painting, photography, sculpture)
116	36.83%	17.31%	 Performing Arts (theater, music)
64	20.32%	9.55%	 Crafts
24	7.62%	3.58%	 Martial Arts
103	32.70%	15.37%	 Dance
126	40.00%	18.81%	 Educational classes
29	9.21%	4.33%	 Gymnastics
77	24.44%	11.49%	 Bingo
52	16.51%	7.76%	 Other (please specify)
315	Respondents		
670	Responses		

Q14. On average, how many times per month do members of your household participate in activities like those listed in the previous question?
(Please select one response for each applicable age group.) - 0 - 7 years old

Count	Percent		
38	46.34%		1-4 times/mo.
26	31.71%		5-8 times/mo.
8	9.76%		9-12 times/mo.
10	12.20%		13+ times/mo.





82 Respondents

Q15. On average, how many times per month do members of your household participate in activities like those listed in the previous question?
(Please select one response for each applicable age group.) - 8 - 17 years old

Count	Percent		
16	57.14%		1-4 times/mo.
3	10.71%		5-8 times/mo.
4	14.29%		9-12 times/mo.
5	17.86%		13+ times/mo.





28 Respondents

Q16. On average, how many times per month do members of your household participate in activities like those listed in the previous question?
(Please select one response for each applicable age group.) - 18 - 24 years old

Count	Percent		
14	63.64%		1-4 times/mo.
4	18.18%		5-8 times/mo.
2	9.09%		9-12 times/mo.
2	9.09%		13+ times/mo.





22 Respondents

Q17. On average, how many times per month do members of your household participate in activities like those listed in the previous question?
(Please select one response for each applicable age group.) - 25 - 44 years old

Count	Percent		
82	55.78%		1-4 times/mo.
39	26.53%		5-8 times/mo.
15	10.20%		9-12 times/mo.
11	7.48%		13+ times/mo.





147 Respondents

Q18. On average, how many times per month do members of your household participate in activities like those listed in the previous question?
(Please select one response for each applicable age group.) - 45 to 64 years old

Count	Percent		
41	55.41%		1-4 times/mo.
19	25.68%		5-8 times/mo.
6	8.11%		9-12 times/mo.
8	10.81%		13+ times/mo.




74 Respondents

Q19. On average, how many times per month do members of your household participate in activities like those listed in the previous question? (Please select one response for each applicable age group.) - 65 or older

Count	Percent		
56	59.57%		1-4 times/mo.
18	19.15%		5-8 times/mo.
7	7.45%		9-12 times/mo.
13	13.83%		13+ times/mo.



94 Respondents

Q20. Approximately how much does your household spend monthly to participate in classes, enrichment, or other activities like those listed previously? (Choose the closest answer.)

Count	Percent		
186	48.06%		\$0
45	11.63%		\$25
52	13.44%		\$50
34	8.79%		\$75
70	18.09%		\$100 or more




387 Respondents

Q21. If any of the activities or programs listed in the above questions were offered at the new Capper Community Building would you be willing to pay a fee or buy a pass in order to participate?

Count	Percent		
322	76.12%		Yes
101	23.88%		No






423 Respondents

Q22. Does a member of your household belong to a private fitness club?

Count	Percent		
132	30.48%		No, I/We have never belonged to a club
118	27.25%		No, I/We used to belong to a club
183	42.26%		Yes, I/We currently belong to a club


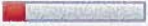



433 Respondents

Q23. Please mark how often any member(s) of your household aged 18 or over would participate in any of the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Aerobics/Group Fitness


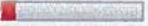



Count	Percent		
40	13.61%		Never
20	6.80%		1-2 times annually
59	20.07%		1-2 times monthly
130	44.22%		1-2 times weekly
45	15.31%		Daily

294 Respondents



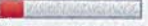


Q24. Please mark how often any member(s) of your household aged 18 or over would participate in any of the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Dance Classes

Count	Percent		
77	32.35%		Never
35	14.71%		1-2 times annually
45	18.91%		1-2 times monthly
67	28.15%		1-2 times weekly
14	5.88%		Daily
238	Respondents		






Q25. Please mark how often any member(s) of your household aged 18 or over would participate in any of the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Martial Arts Classes

Count	Percent		
121	60.80%		Never
18	9.05%		1-2 times annually
20	10.05%		1-2 times monthly
33	16.58%		1-2 times weekly
7	3.52%		Daily
199	Respondents		






Q26. Please mark how often any member(s) of your household aged 18 or over would participate in any of the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Golf Instruction

Count	Percent		
94	45.85%		Never
49	23.90%		1-2 times annually
33	16.10%		1-2 times monthly
23	11.22%		1-2 times weekly
6	2.93%		Daily
205	Respondents		






Q27. Please mark how often any member(s) of your household aged 18 or over would participate in any of the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Yoga Classes

Count	Percent		
32	12.26%		Never
18	6.90%		1-2 times annually
80	30.65%		1-2 times monthly
108	41.38%		1-2 times weekly
23	8.81%		Daily
261	Respondents		

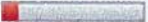




Q28. Please mark how often any member(s) of your household aged 18 or over would participate in any of the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Adult Education Classes

Count	Percent		
69	31.36%		Never
56	25.45%		1-2 times annually
40	18.18%		1-2 times monthly
37	16.82%		1-2 times weekly
18	8.18%		Daily
220 Respondents			






Q29. Please mark how often any member(s) of your household aged 18 or over would participate in any of the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Wellness Classes

Count	Percent		
84	39.25%		Never
42	19.63%		1-2 times annually
39	18.22%		1-2 times monthly
35	16.36%		1-2 times weekly
14	6.54%		Daily
214 Respondents			






Q30. Please mark how often any member(s) of your household aged 18 or over would participate in any of the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Cooking Classes

Count	Percent		
28	10.33%		Never
104	38.38%		1-2 times annually
85	31.37%		1-2 times monthly
43	15.87%		1-2 times weekly
11	4.06%		Daily
271 Respondents			






Q31. Please mark how often any member(s) of your household aged 18 or over would participate in any of the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Music Classes

Count	Percent		
92	44.44%		Never
37	17.87%		1-2 times annually
41	19.81%		1-2 times monthly
29	14.01%		1-2 times weekly
8	3.86%		Daily
207 Respondents			






Q32. Please mark how often any member(s) of your household aged 18 or over would participate in any of the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Graphic Arts Classes

Count	Percent		
95	50.00%		Never
44	23.16%		1-2 times annually
29	15.26%		1-2 times monthly
19	10.00%		1-2 times weekly
3	1.58%		Daily
190	Respondents		






Q33. Please mark how often any member(s) of your household aged 18 or over would participate in any of the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Theater/Performing Arts Classes

Count	Percent		
103	53.93%		Never
34	17.80%		1-2 times annually
30	15.71%		1-2 times monthly
20	10.47%		1-2 times weekly
4	2.09%		Daily
191	Respondents		






Q34. Please mark how often any member(s) of your household aged 18 or over would participate in any of the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Basketball League

Count	Percent		
124	65.61%		Never
15	7.94%		1-2 times annually
16	8.47%		1-2 times monthly
25	13.23%		1-2 times weekly
9	4.76%		Daily
189	Respondents		






Q35. Please mark how often any member(s) of your household aged 18 or over would participate in any of the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Volleyball League

Count	Percent		
119	66.85%		Never
16	8.99%		1-2 times annually
22	12.36%		1-2 times monthly
16	8.99%		1-2 times weekly
5	2.81%		Daily
178	Respondents		


Q36. Please mark how often any member(s) of your household aged 18 or over would participate in any of the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Other Adult Sports League (dodgeball, Bocce Ball etc)

Count	Percent		
75	36.41%		Never
36	17.48%		1-2 times annually
52	25.24%		1-2 times monthly
39	18.93%		1-2 times weekly
4	1.94%		Daily
206 Respondents			







Q37. Please mark how often any member(s) of your household aged 18 or over would participate in any of the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Other (please write in below)

Count	Percent		
41	43.16%		Never
4	4.21%		1-2 times annually
10	10.53%		1-2 times monthly
24	25.26%		1-2 times weekly
16	16.84%		Daily
95 Respondents			


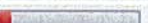




Q38. Please specify the "other" you indicated above:

Count	Percent	
68	100.00%	
68 Respondents		







Q39. Please indicate the most likely time of day any member(s) of your household age 18 or over would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Aerobics/Group Fitness

Count	Percent		
78	30.35%		5 a.m. - 8 a.m.
37	14.40%		8 a.m. - 12 p.m.
22	8.56%		12-1 p.m.
15	5.84%		1-4 p.m.
21	8.17%		4-6 p.m.
84	32.68%		6-9 p.m.
257 Respondents			







Q40. Please indicate the most likely time of day any member(s) of your household age 18 or over would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Dance Classes

Count	Percent		
12	7.23%		5 a.m. - 8 a.m.
14	8.43%		8 a.m. - 12 p.m.
12	7.23%		12-1 p.m.
15	9.04%		1-4 p.m.
37	22.29%		4-6 p.m.
76	45.78%		6-9 p.m.
166 Respondents			

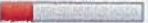





Q41. Please indicate the most likely time of day any member(s) of your household age 18 or over would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Martial Arts Classes

Count	Percent		
15	13.89%		5 a.m. - 8 a.m.
7	6.48%		8 a.m. - 12 p.m.
9	8.33%		12-1 p.m.
8	7.41%		1-4 p.m.
19	17.59%		4-6 p.m.
50	46.30%		6-9 p.m.
108	Respondents		







Q42. Please indicate the most likely time of day any member(s) of your household age 18 or over would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Golf Instruction

Count	Percent		
11	8.73%		5 a.m. - 8 a.m.
13	10.32%		8 a.m. - 12 p.m.
4	3.17%		12-1 p.m.
5	3.97%		1-4 p.m.
22	17.46%		4-6 p.m.
71	56.35%		6-9 p.m.
126	Respondents		







Q43. Please indicate the most likely time of day any member(s) of your household age 18 or over would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Yoga Classes

Count	Percent		
47	22.07%		5 a.m. - 8 a.m.
28	13.15%		8 a.m. - 12 p.m.
12	5.63%		12-1 p.m.
11	5.16%		1-4 p.m.
27	12.68%		4-6 p.m.
88	41.31%		6-9 p.m.
213	Respondents		

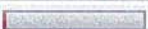





Q44. Please indicate the most likely time of day any member(s) of your household age 18 or over would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Adult Education Classes

Count	Percent		
2	1.30%		5 a.m. - 8 a.m.
13	8.44%		8 a.m. - 12 p.m.
15	9.74%		12-1 p.m.
13	8.44%		1-4 p.m.
14	9.09%		4-6 p.m.
97	62.99%		6-9 p.m.
154	Respondents		




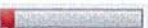


Q45. Please indicate the most likely time of day any member(s) of your household age 18 or over would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Wellness Classes

Count	Percent		
9	5.81%		5 a.m. - 8 a.m.
18	11.61%		8 a.m. - 12 p.m.
18	11.61%		12-1 p.m.
11	7.10%		1-4 p.m.
21	13.55%		4-6 p.m.
78	50.32%		6-9 p.m.
155	Respondents		

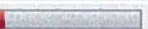





Q46. Please indicate the most likely time of day any member(s) of your household age 18 or over would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Cooking Classes

Count	Percent		
2	0.93%		5 a.m. - 8 a.m.
18	8.41%		8 a.m. - 12 p.m.
7	3.27%		12-1 p.m.
19	8.88%		1-4 p.m.
25	11.68%		4-6 p.m.
143	66.82%		6-9 p.m.
214	Respondents		







Q47. Please indicate the most likely time of day any member(s) of your household age 18 or over would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Music Classes

Count	Percent		
3	2.24%		5 a.m. - 8 a.m.
10	7.46%		8 a.m. - 12 p.m.
10	7.46%		12-1 p.m.
12	8.96%		1-4 p.m.
26	19.40%		4-6 p.m.
73	54.48%		6-9 p.m.
134	Respondents		







Q48. Please indicate the most likely time of day any member(s) of your household age 18 or over would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Graphic Arts Classes

Count	Percent		
3	2.78%		5 a.m. - 8 a.m.
9	8.33%		8 a.m. - 12 p.m.
10	9.26%		12-1 p.m.
6	5.56%		1-4 p.m.
18	16.67%		4-6 p.m.
62	57.41%		6-9 p.m.
108	Respondents		

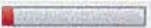





Q49. Please indicate the most likely time of day any member(s) of your household age 18 or over would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Theater/Performing Arts Classes

Count	Percent		
6	5.56%		5 a.m. - 8 a.m.
4	3.70%		8 a.m. - 12 p.m.
7	6.48%		12-1 p.m.
10	9.26%		1-4 p.m.
20	18.52%		4-6 p.m.
61	56.48%		6-9 p.m.
108	Respondents		

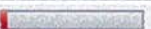





Q50. Please indicate the most likely time of day any member(s) of your household age 18 or over would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Basketball League

Count	Percent		
7	6.86%		5 a.m. - 8 a.m.
4	3.92%		8 a.m. - 12 p.m.
3	2.94%		12-1 p.m.
3	2.94%		1-4 p.m.
17	16.67%		4-6 p.m.
68	66.67%		6-9 p.m.
102	Respondents		







Q51. Please indicate the most likely time of day any member(s) of your household age 18 or over would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Volleyball League

Count	Percent		
6	6.74%		5 a.m. - 8 a.m.
3	3.37%		8 a.m. - 12 p.m.
5	5.62%		12-1 p.m.
2	2.25%		1-4 p.m.
17	19.10%		4-6 p.m.
56	62.92%		6-9 p.m.
89	Respondents		


Q52. Please indicate the most likely time of day any member(s) of your household age 18 or over would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Other Adult Sports League (dodgeball, Bocce Ball etc)

Count	Percent		
5	3.85%		5 a.m. - 8 a.m.
9	6.92%		8 a.m. - 12 p.m.
3	2.31%		12-1 p.m.
2	1.54%		1-4 p.m.
17	13.08%		4-6 p.m.
94	72.31%		6-9 p.m.
130	Respondents		






Q53. Please indicate the most likely time of day any member(s) of your household age 18 or over would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Adult Classes and Leagues (18 and older) - Other (please write in below)

Count	Percent		
15	22.39%		5 a.m. - 8 a.m.
6	8.96%		8 a.m. - 12 p.m.
2	2.99%		12-1 p.m.
7	10.45%		1-4 p.m.
10	14.93%		4-6 p.m.
27	40.30%		6-9 p.m.
67	Respondents		






Q54. Please specify the "other" you indicated above:

Count	Percent	
52	100.00%	
52	Respondents	






Q55. Please mark how often any member(s) of your household age 18 or Older would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Specialized Adult (18+) & Senior Programs - Computer Education

Count	Percent		
129	53.09%		Never
27	11.11%		1-2 times annually
28	11.52%		1-2 times monthly
28	11.52%		1-2 times weekly
31	12.76%		Daily
243	Respondents		






Q56. Please mark how often any member(s) of your household age 18 or Older would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Specialized Adult (18+) & Senior Programs - Crafts

Count	Percent		
105	48.84%		Never
52	24.19%		1-2 times annually
33	15.35%		1-2 times monthly
17	7.91%		1-2 times weekly
8	3.72%		Daily
215	Respondents		






Q57. Please mark how often any member(s) of your household age 18 or Older would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Specialized Adult (18+) & Senior Programs - Bingo

Count	Percent		
133	53.20%		Never
30	12.00%		1-2 times annually
34	13.60%		1-2 times monthly
36	14.40%		1-2 times weekly
17	6.80%		Daily
250	Respondents		






Q58. Please mark how often any member(s) of your household age 18 or Older would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Specialized Adult (18+) & Senior Programs - Room Rental for Meetings

Count	Percent		
107	49.77%		Never
80	37.21%		1-2 times annually
20	9.30%		1-2 times monthly
4	1.86%		1-2 times weekly
4	1.86%		Daily
215 Respondents			






Q59. Please mark how often any member(s) of your household age 18 or Older would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Specialized Adult (18+) & Senior Programs - Room Rental for Parties/receptions

Count	Percent		
80	35.24%		Never
121	53.30%		1-2 times annually
18	7.93%		1-2 times monthly
2	0.88%		1-2 times weekly
6	2.64%		Daily
227 Respondents			






Q60. Please mark how often any member(s) of your household age 18 or Older would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Specialized Adult (18+) & Senior Programs - Adult Day Care

Count	Percent		
164	84.10%		Never
8	4.10%		1-2 times annually
3	1.54%		1-2 times monthly
3	1.54%		1-2 times weekly
17	8.72%		Daily
195 Respondents			


Q61. Please mark how often any member(s) of your household age 18 or Older would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Specialized Adult (18+) & Senior Programs - Gardening (garden plot)

Count	Percent		
88	37.77%		Never
31	13.30%		1-2 times annually
34	14.59%		1-2 times monthly
51	21.89%		1-2 times weekly
29	12.45%		Daily
233 Respondents			







Q62. Please mark how often any member(s) of your household age 18 or Older would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Specialized Adult (18+) & Senior Programs - Other (please indicate below)

Count	Percent		
58	71.60%		Never
1	1.23%		1-2 times annually
6	7.41%		1-2 times monthly
8	9.88%		1-2 times weekly
8	9.88%		Daily
81	Respondents		







Q63. Please specify the "other" you indicated above:

Count	Percent	
22	100.00%	
22	Respondents	







Q64. Please indicate the most likely time of day any member(s) of your household age 18 or older would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Specialized Adult (18+) & Senior Programs - Computer Education

Count	Percent		
7	4.55%		5 a.m. - 8 a.m.
35	22.73%		8 a.m. - 12 p.m.
20	12.99%		12-1 p.m.
24	15.58%		1-4 p.m.
19	12.34%		4-6 p.m.
49	31.82%		6-9 p.m.
154	Respondents		

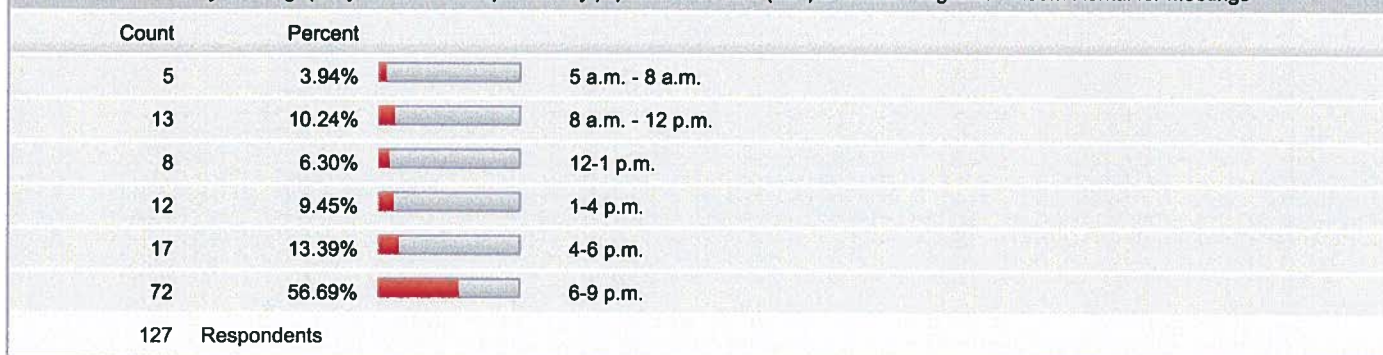
Q65. Please indicate the most likely time of day any member(s) of your household age 18 or older would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Specialized Adult (18+) & Senior Programs - Crafts

Count	Percent		
7	5.34%		5 a.m. - 8 a.m.
15	11.45%		8 a.m. - 12 p.m.
15	11.45%		12-1 p.m.
20	15.27%		1-4 p.m.
20	15.27%		4-6 p.m.
54	41.22%		6-9 p.m.
131	Respondents		

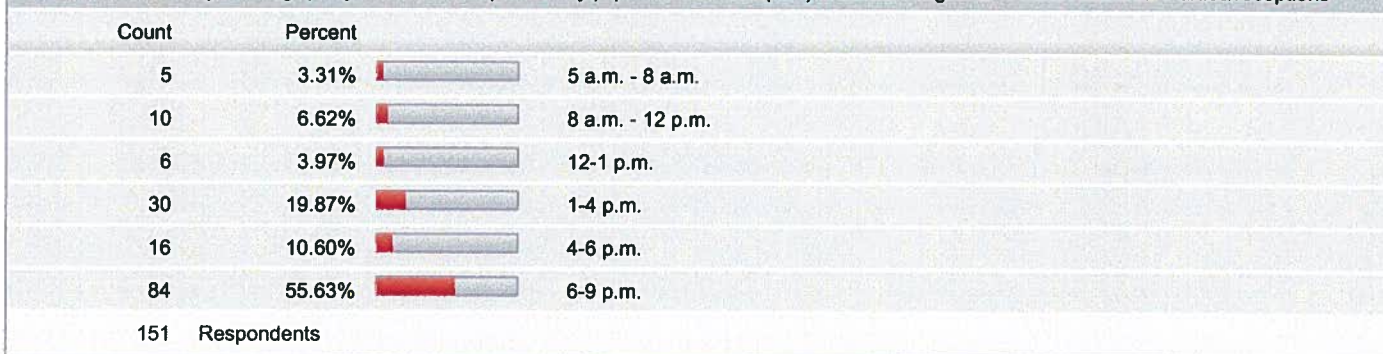
Q66. Please indicate the most likely time of day any member(s) of your household age 18 or older would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Specialized Adult (18+) & Senior Programs - Bingo

Count	Percent		
8	5.67%		5 a.m. - 8 a.m.
10	7.09%		8 a.m. - 12 p.m.
13	9.22%		12-1 p.m.
28	19.86%		1-4 p.m.
26	18.44%		4-6 p.m.
56	39.72%		6-9 p.m.
141	Respondents		

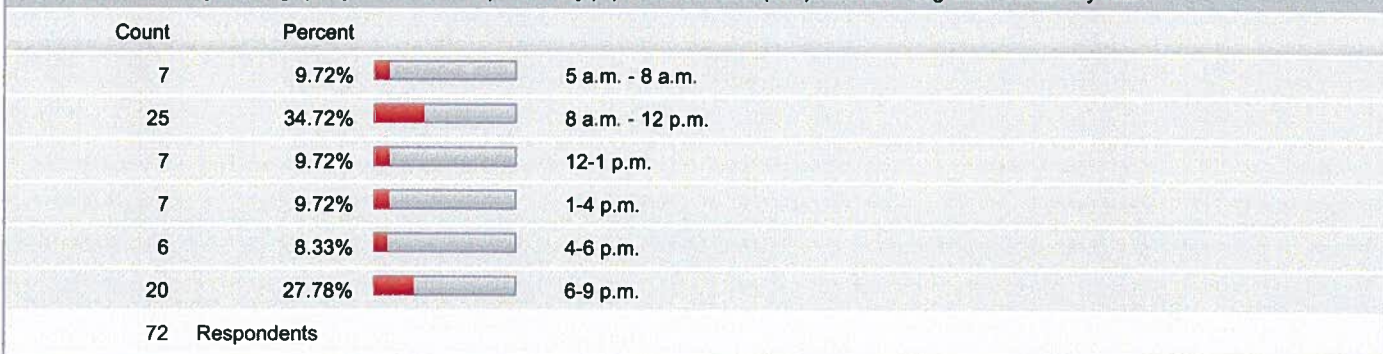
Q67. Please indicate the most likely time of day any member(s) of your household age 18 or older would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Specialized Adult (18+) & Senior Programs - Room Rental for Meetings



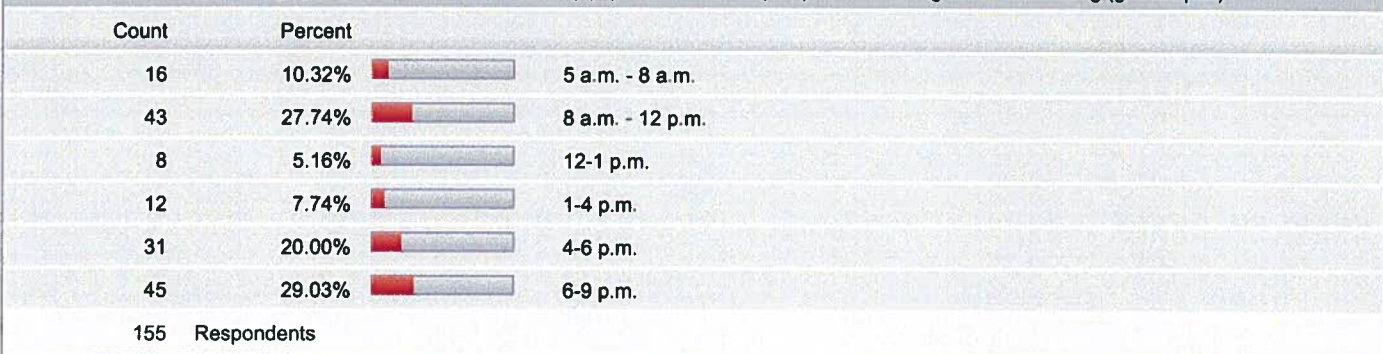
Q68. Please indicate the most likely time of day any member(s) of your household age 18 or older would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Specialized Adult (18+) & Senior Programs - Room Rental for Parties/receptions









Q69. Please indicate the most likely time of day any member(s) of your household age 18 or older would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Specialized Adult (18+) & Senior Programs - Adult Day Care




Q70. Please indicate the most likely time of day any member(s) of your household age 18 or older would participate in the following activities if offered at the new community building. (Only mark one box per activity.)Specialized Adult (18+) & Senior Programs - Gardening (garden plot)








Q71. Please indicate the most likely time of day any member(s) of your household age 18 or older would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Specialized Adult (18+) & Senior Programs - Other (please indicate below)

Count	Percent		
9	23.08%		5 a.m. - 8 a.m.
6	15.38%		8 a.m. - 12 p.m.
3	7.69%		12-1 p.m.
1	2.56%		1-4 p.m.
6	15.38%		4-6 p.m.
14	35.90%		6-9 p.m.
39	Respondents		






Q72. Please specify the "other" you indicated above:

Count	Percent	
21	100.00%	
21	Respondents	






Q73. Please mark how often any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Youth Classes & Leagues (children ages 3-17) - Martial Arts Classes

Count	Percent		
55	52.38%		Never
7	6.67%		1-2 times annually
10	9.52%		1-2 times monthly
26	24.76%		1-2 times weekly
7	6.67%		Daily
105	Respondents		






Q74. Please mark how often any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Youth Classes & Leagues (children ages 3-17) - Fitness Classes

Count	Percent		
48	46.60%		Never
6	5.83%		1-2 times annually
19	18.45%		1-2 times monthly
18	17.48%		1-2 times weekly
12	11.65%		Daily
103	Respondents		






Q75. Please mark how often any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Youth Classes & Leagues (children ages 3-17) - Educational Classes/Tutoring

Count	Percent		
47	49.47%		Never
11	11.58%		1-2 times annually
13	13.68%		1-2 times monthly
15	15.79%		1-2 times weekly
9	9.47%		Daily
95	Respondents		






Q76. Please mark how often any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Youth Classes & Leagues (children ages 3-17) - Wellness Classes

Count	Percent		
56	61.54%		Never
7	7.69%		1-2 times annually
8	8.79%		1-2 times monthly
12	13.19%		1-2 times weekly
8	8.79%		Daily
91 Respondents			






Q77. Please mark how often any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Youth Classes & Leagues (children ages 3-17) - Theater/Performing Arts Classes

Count	Percent		
41	45.05%		Never
9	9.89%		1-2 times annually
17	18.68%		1-2 times monthly
16	17.58%		1-2 times weekly
8	8.79%		Daily
91 Respondents			






Q78. Please mark how often any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Youth Classes & Leagues (children ages 3-17) - Basketball League

Count	Percent		
55	61.11%		Never
4	4.44%		1-2 times annually
7	7.78%		1-2 times monthly
14	15.56%		1-2 times weekly
10	11.11%		Daily
90 Respondents			






Q79. Please mark how often any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Youth Classes & Leagues (children ages 3-17) - Gymnastics Classes

Count	Percent		
46	42.99%		Never
4	3.74%		1-2 times annually
27	25.23%		1-2 times monthly
21	19.63%		1-2 times weekly
9	8.41%		Daily
107 Respondents			






Q80. Please mark how often any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Youth Classes & Leagues (children ages 3-17) - Dance Classes

Count	Percent		
40	39.60%		Never
8	7.92%		1-2 times annually
19	18.81%		1-2 times monthly
24	23.76%		1-2 times weekly
10	9.90%		Daily
101	Respondents		






Q81. Please mark how often any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Youth Classes & Leagues (children ages 3-17) - Graphic Arts Classes (Painting, etc)

Count	Percent		
39	41.05%		Never
10	10.53%		1-2 times annually
19	20.00%		1-2 times monthly
19	20.00%		1-2 times weekly
8	8.42%		Daily
95	Respondents		






Q82. Please mark how often any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Youth Classes & Leagues (children ages 3-17) - Crafts

Count	Percent		
36	37.11%		Never
10	10.31%		1-2 times annually
25	25.77%		1-2 times monthly
17	17.53%		1-2 times weekly
9	9.28%		Daily
97	Respondents		






Q83. Please mark how often any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Youth Classes & Leagues (children ages 3-17) - Music Classes

Count	Percent		
38	37.62%		Never
4	3.96%		1-2 times annually
28	27.72%		1-2 times monthly
21	20.79%		1-2 times weekly
10	9.90%		Daily
101	Respondents		






Q84. Please mark how often any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Youth Classes & Leagues (children ages 3-17) - Volleyball League

Count	Percent		
53	62.35%		Never
7	8.24%		1-2 times annually
11	12.94%		1-2 times monthly
10	11.76%		1-2 times weekly
4	4.71%		Daily
85	Respondents		






Q85. Please mark how often any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Youth Classes & Leagues (children ages 3-17) - Soccer (outdoor)

Count	Percent		
43	44.33%		Never
7	7.22%		1-2 times annually
15	15.46%		1-2 times monthly
24	24.74%		1-2 times weekly
8	8.25%		Daily
97	Respondents		


Q86. Please mark how often any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Youth Classes & Leagues (children ages 3-17) - Soccer (indoor)

Count	Percent		
45	47.37%		Never
5	5.26%		1-2 times annually
13	13.68%		1-2 times monthly
24	25.26%		1-2 times weekly
8	8.42%		Daily
95	Respondents		

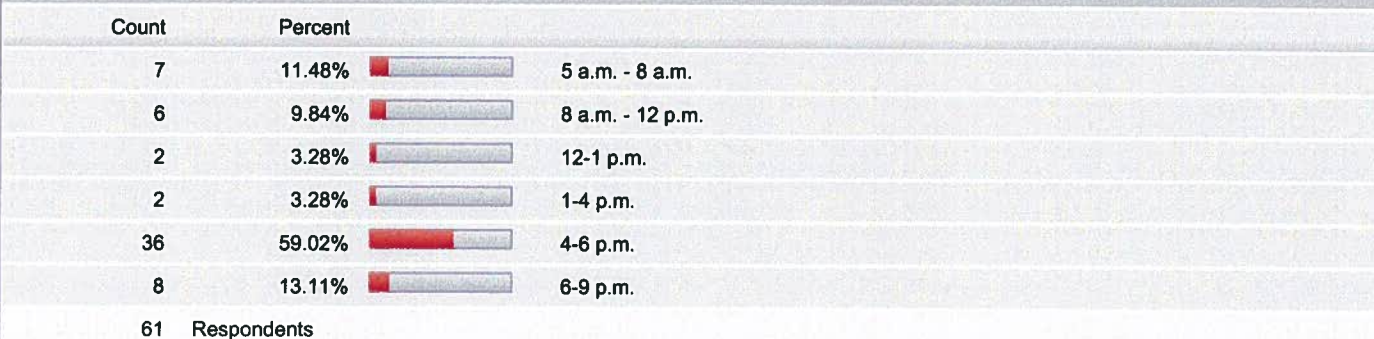
Q87. Please mark how often any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Youth Classes & Leagues (children ages 3-17) - Other (please indicate below)

Count	Percent		
34	77.27%		Never
1	2.27%		1-2 times annually
1	2.27%		1-2 times monthly
6	13.64%		1-2 times weekly
2	4.55%		Daily
44	Respondents		

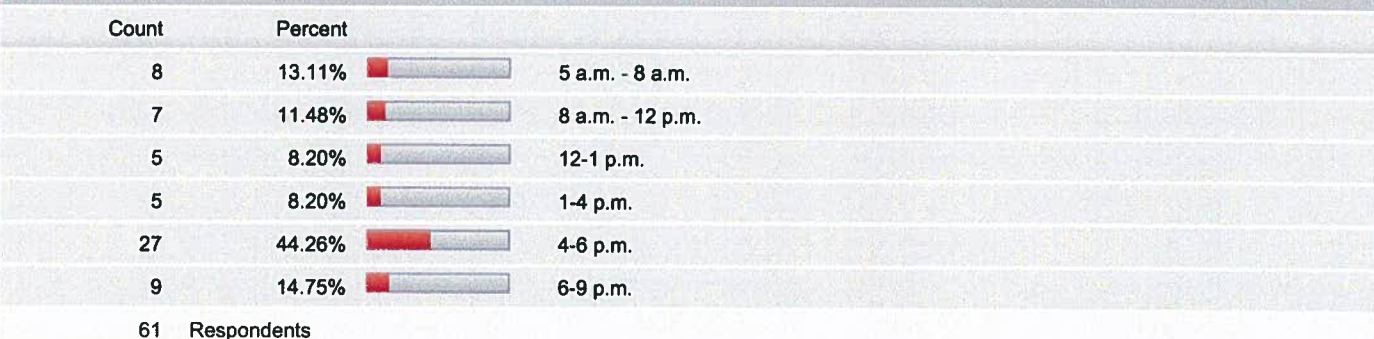
Q88. Please specify the "other" you indicated above:

Count	Percent	
14	100.00%	
14	Respondents	

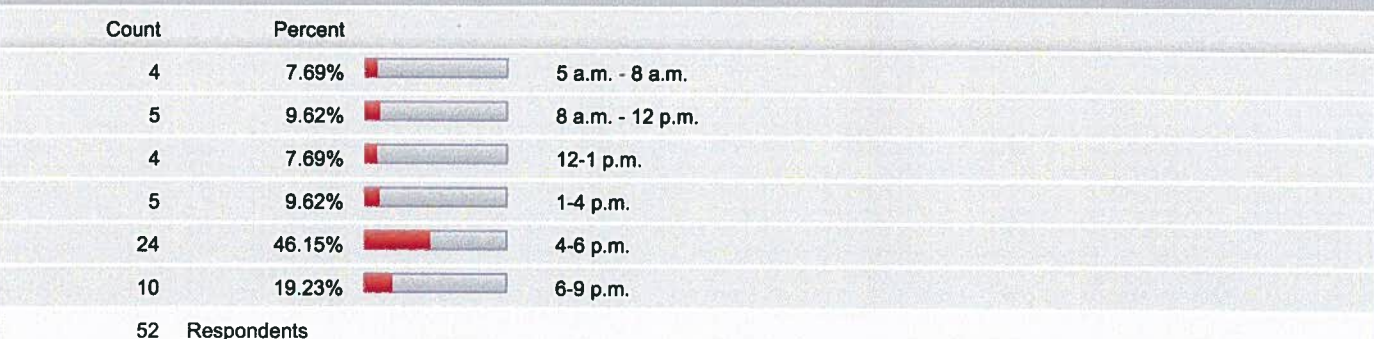
Q89. Please indicate the most likely time of day any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity, leave blank if not applicable) Youth Classes & Leagues (children ages 3-17) - Martial Arts Classes



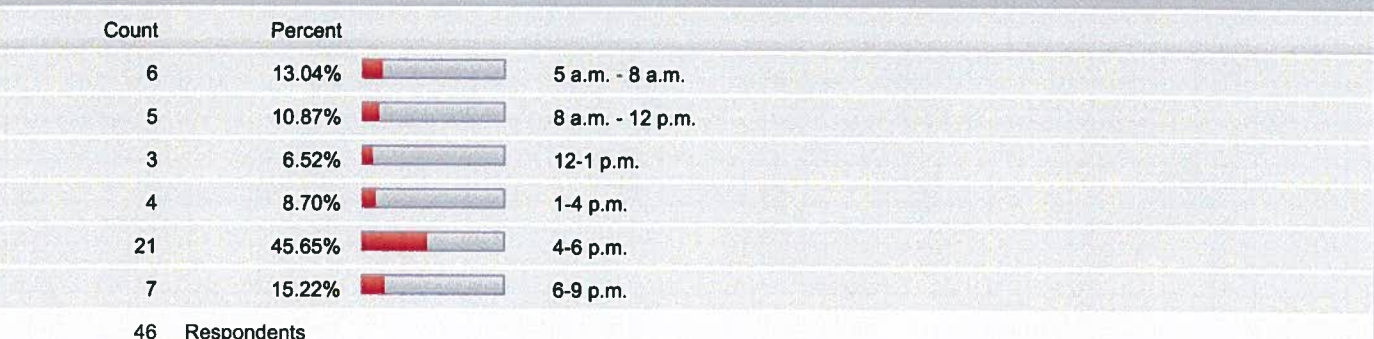
Q90. Please indicate the most likely time of day any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity, leave blank if not applicable) Youth Classes & Leagues (children ages 3-17) - Fitness Classes



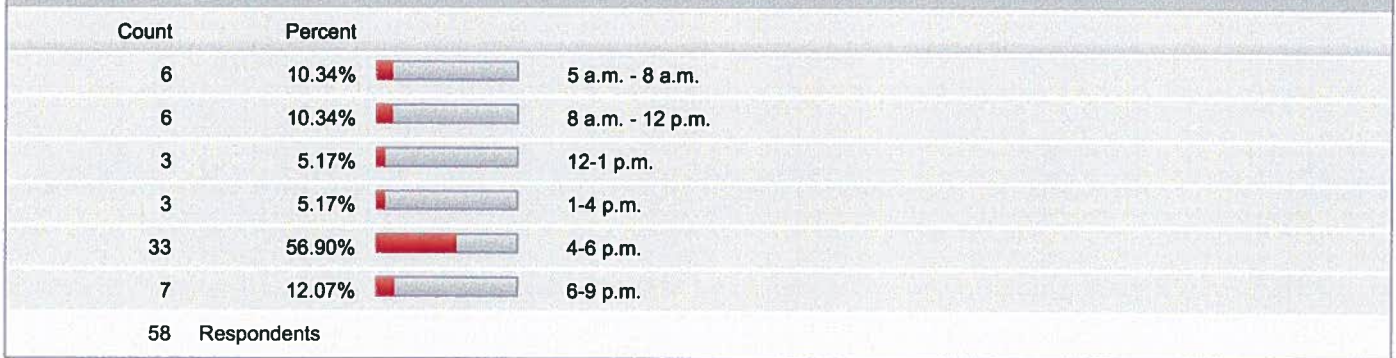
Q91. Please indicate the most likely time of day any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity, leave blank if not applicable) Youth Classes & Leagues (children ages 3-17) - Educational Classes/Tutoring



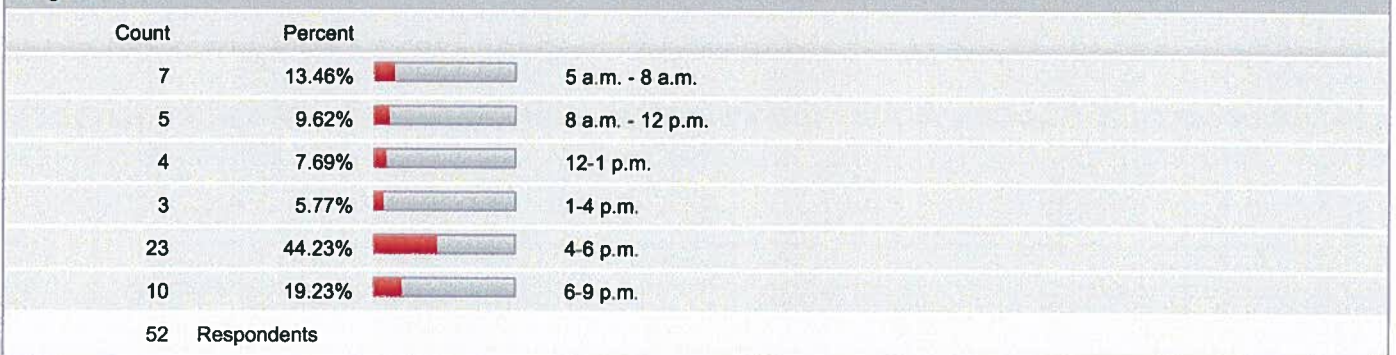
Q92. Please indicate the most likely time of day any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity, leave blank if not applicable) Youth Classes & Leagues (children ages 3-17) - Wellness Classes



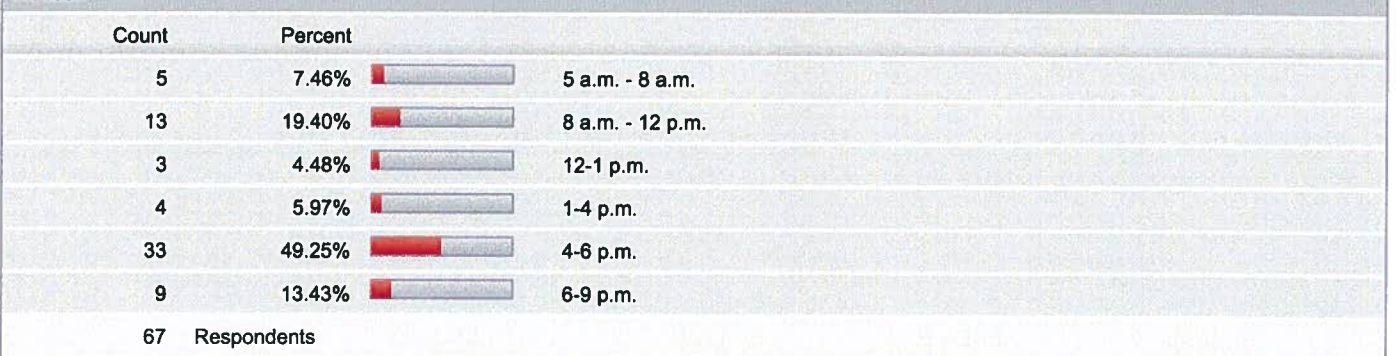
Q93. Please indicate the most likely time of day any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity, leave blank if not applicable) Youth Classes & Leagues (children ages 3-17) - Theater/Performing Arts Classes



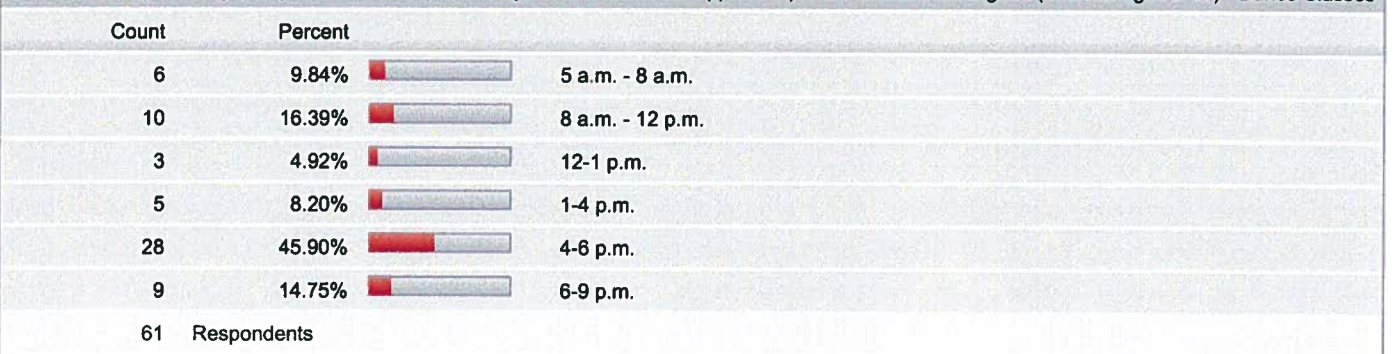
Q94. Please indicate the most likely time of day any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity, leave blank if not applicable) Youth Classes & Leagues (children ages 3-17) - Basketball League









Q95. Please indicate the most likely time of day any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity, leave blank if not applicable) Youth Classes & Leagues (children ages 3-17) - Gymnastics Classes





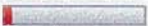



Q96. Please indicate the most likely time of day any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity, leave blank if not applicable) Youth Classes & Leagues (children ages 3-17) - Dance Classes









Q97. Please indicate the most likely time of day any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity, leave blank if not applicable) Youth Classes & Leagues (children ages 3-17) - Graphic Arts Classes (Painting, etc)

Count	Percent		
8	13.79%		5 a.m. - 8 a.m.
9	15.52%		8 a.m. - 12 p.m.
3	5.17%		12-1 p.m.
3	5.17%		1-4 p.m.
29	50.00%		4-6 p.m.
6	10.34%		6-9 p.m.
58	Respondents		







Q98. Please indicate the most likely time of day any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity, leave blank if not applicable) Youth Classes & Leagues (children ages 3-17) - Crafts

Count	Percent		
6	9.84%		5 a.m. - 8 a.m.
11	18.03%		8 a.m. - 12 p.m.
3	4.92%		12-1 p.m.
4	6.56%		1-4 p.m.
30	49.18%		4-6 p.m.
7	11.48%		6-9 p.m.
61	Respondents		







Q99. Please indicate the most likely time of day any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity, leave blank if not applicable) Youth Classes & Leagues (children ages 3-17) - Music Classes

Count	Percent		
6	9.68%		5 a.m. - 8 a.m.
10	16.13%		8 a.m. - 12 p.m.
4	6.45%		12-1 p.m.
3	4.84%		1-4 p.m.
32	51.61%		4-6 p.m.
7	11.29%		6-9 p.m.
62	Respondents		







Q100. Please indicate the most likely time of day any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity, leave blank if not applicable) Youth Classes & Leagues (children ages 3-17) - Volleyball League

Count	Percent		
6	14.29%		5 a.m. - 8 a.m.
3	7.14%		8 a.m. - 12 p.m.
3	7.14%		12-1 p.m.
2	4.76%		1-4 p.m.
21	50.00%		4-6 p.m.
7	16.67%		6-9 p.m.
42	Respondents		







Q101. Please indicate the most likely time of day any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity, leave blank if not applicable) Youth Classes & Leagues (children ages 3-17) - Soccer (outdoor)

Count	Percent		
5	8.33%		5 a.m. - 8 a.m.
10	16.67%		8 a.m. - 12 p.m.
3	5.00%		12-1 p.m.
3	5.00%		1-4 p.m.
29	48.33%		4-6 p.m.
10	16.67%		6-9 p.m.
60	Respondents		


Q102. Please indicate the most likely time of day any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity, leave blank if not applicable) Youth Classes & Leagues (children ages 3-17) - Soccer (indoor)

Count	Percent		
4	7.27%		5 a.m. - 8 a.m.
8	14.55%		8 a.m. - 12 p.m.
4	7.27%		12-1 p.m.
5	9.09%		1-4 p.m.
27	49.09%		4-6 p.m.
7	12.73%		6-9 p.m.
55	Respondents		






Q103. Please indicate the most likely time of day any member(s) of your household age 3-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity, leave blank if not applicable) Youth Classes & Leagues (children ages 3-17) - Other (please indicate below)

Count	Percent		
5	26.32%		5 a.m. - 8 a.m.
1	5.26%		8 a.m. - 12 p.m.
2	10.53%		12-1 p.m.
0	0.00%		1-4 p.m.
10	52.63%		4-6 p.m.
1	5.26%		6-9 p.m.
19	Respondents		






Q104. Please specify the "other" you indicated above:

Count	Percent	
15	100.00%	
15	Respondents	






Q105. Please mark how often any member(s) of your household age 0-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Specialized Youth Programs and Activities (Children Ages 0-17) - After School Programs

Count	Percent		
40	40.82%		Never
6	6.12%		1-2 times annually
13	13.27%		1-2 times monthly
16	16.33%		1-2 times weekly
23	23.47%		Daily
98	Respondents		






Q106. Please mark how often any member(s) of your household age 0-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Specialized Youth Programs and Activities (Children Ages 0-17) - Birthday Party Rental

Count	Percent		
34	32.38%		Never
58	55.24%		1-2 times annually
5	4.76%		1-2 times monthly
3	2.86%		1-2 times weekly
5	4.76%		Daily
105	Respondents		






Q107. Please mark how often any member(s) of your household age 0-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Specialized Youth Programs and Activities (Children Ages 0-17) - Summer Day Camp

Count	Percent		
30	29.13%		Never
18	17.48%		1-2 times annually
10	9.71%		1-2 times monthly
13	12.62%		1-2 times weekly
32	31.07%		Daily
103	Respondents		






Q108. Please mark how often any member(s) of your household age 0-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Specialized Youth Programs and Activities (Children Ages 0-17) - Baby-Sitting

Count	Percent		
43	45.26%		Never
9	9.47%		1-2 times annually
23	24.21%		1-2 times monthly
8	8.42%		1-2 times weekly
12	12.63%		Daily
95	Respondents		






Q109. Please mark how often any member(s) of your household age 0-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Specialized Youth Programs and Activities (Children Ages 0-17) - Indoor Soft Playground (no staffing)

Count	Percent		
32	28.32%		Never
5	4.42%		1-2 times annually
21	18.58%		1-2 times monthly
34	30.09%		1-2 times weekly
21	18.58%		Daily
113	Respondents		


Q110. Please mark how often any member(s) of your household age 0-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Specialized Youth Programs and Activities (Children Ages 0-17) - Outdoor Playground (no staffing)

Count	Percent		
30	26.55%		Never
5	4.42%		1-2 times annually
13	11.50%		1-2 times monthly
33	29.20%		1-2 times weekly
32	28.32%		Daily
113	Respondents		


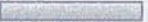




Q111. Please mark how often any member(s) of your household age 0-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity.) Specialized Youth Programs and Activities (Children Ages 0-17) - Other (please indicate below)

Count	Percent		
30	76.92%		Never
1	2.56%		1-2 times annually
1	2.56%		1-2 times monthly
3	7.69%		1-2 times weekly
4	10.26%		Daily
39	Respondents		







Q112. Please specify the "other" you indicated above:

Count	Percent	
13	100.00%	
13	Respondents	







Q113. Please indicate the most likely time of day any member(s) of your household age 0-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity) Specialized Youth Programs and Activities (Children Ages 0-17) - After School Programs

Count	Percent		
4	6.45%		5-8 a.m.
0	0.00%		8 a.m. - 12 p.m.
3	4.84%		12-1 p.m.
4	6.45%		1-4 p.m.
47	75.81%		4-6 p.m.
4	6.45%		6-9 p.m.
62	Respondents		







Q114. Please indicate the most likely time of day any member(s) of your household age 0-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity)Specialized Youth Programs and Activities (Children Ages 0-17) - Birthday Party Rental

Count	Percent		
4	5.80%		5-8 a.m.
10	14.49%		8 a.m. - 12 p.m.
7	10.14%		12-1 p.m.
29	42.03%		1-4 p.m.
15	21.74%		4-6 p.m.
4	5.80%		6-9 p.m.
69	Respondents		







Q115. Please indicate the most likely time of day any member(s) of your household age 0-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity)Specialized Youth Programs and Activities (Children Ages 0-17) - Summer Day Camp

Count	Percent		
5	7.35%		5-8 a.m.
41	60.29%		8 a.m. - 12 p.m.
4	5.88%		12-1 p.m.
7	10.29%		1-4 p.m.
7	10.29%		4-6 p.m.
4	5.88%		6-9 p.m.
68	Respondents		







Q116. Please indicate the most likely time of day any member(s) of your household age 0-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity)Specialized Youth Programs and Activities (Children Ages 0-17) - Baby-Sitting

Count	Percent		
7	11.67%		5-8 a.m.
14	23.33%		8 a.m. - 12 p.m.
2	3.33%		12-1 p.m.
2	3.33%		1-4 p.m.
14	23.33%		4-6 p.m.
21	35.00%		6-9 p.m.
60	Respondents		







Q117. Please indicate the most likely time of day any member(s) of your household age 0-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity)Specialized Youth Programs and Activities (Children Ages 0-17) - Indoor Soft Playground (no staffing)

Count	Percent		
5	6.25%		5-8 a.m.
22	27.50%		8 a.m. - 12 p.m.
5	6.25%		12-1 p.m.
14	17.50%		1-4 p.m.
30	37.50%		4-6 p.m.
4	5.00%		6-9 p.m.
80	Respondents		


Q118. Please indicate the most likely time of day any member(s) of your household age 0-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity) Specialized Youth Programs and Activities (Children Ages 0-17) - Outdoor Playground (no staffing)

Count	Percent		
4	5.00%		5-8 a.m.
13	16.25%		8 a.m. - 12 p.m.
5	6.25%		12-1 p.m.
19	23.75%		1-4 p.m.
34	42.50%		4-6 p.m.
5	6.25%		6-9 p.m.
80	Respondents		



Q119. Please indicate the most likely time of day any member(s) of your household age 0-17 would participate in the following activities if offered at the new community building. (Only mark one box per activity) Specialized Youth Programs and Activities (Children Ages 0-17) - Other (please indicate below)

Count	Percent		
6	35.29%		5-8 a.m.
4	23.53%		8 a.m. - 12 p.m.
2	11.76%		12-1 p.m.
0	0.00%		1-4 p.m.
3	17.65%		4-6 p.m.
2	11.76%		6-9 p.m.
17	Respondents		



Q120. Please specify the "other" you indicated above:

Count	Percent	
12	100.00%	
12	Respondents	


Q121. Do you currently have, or within the next five years do you plan to have, children enrolled in a private day care facility?

Count	Percent		
120	32.35%		Yes
251	67.65%		No
371	Respondents		










Q122. Would you consider enrolling your children in licensed, competitively-priced day care program in the new Community Building?

Count	Percent		
103	88.79%		Yes
13	11.21%		No (please explain why not)
116	Respondents		

Q123. Would you be willing to volunteer your time or services to run a program or activity at the new community building?



Count	Percent		
141	38.21%		Yes (please specify your areas of interest)
228	61.79%		No
369	Respondents		

Q124. What is your household's race?

Count	Percent		
198	50.38%		White
135	34.35%		Black or African American
2	0.51%		American Indian, Alaskan Native
4	1.02%		Asian
9	2.29%		Hispanic or Latino
0	0.00%		Hawaiian or Pacific Islander
3	0.76%		Other
25	6.36%		More than one race
17	4.33%		Prefer not to answer

393 Respondents

Q125. Do you rent or own your home?

Count	Percent		
176	45.24%		Rent
213	54.76%		Own


389 Respondents

Q126. What is your approximate annual household income?

Count	Percent		
82	20.97%		Under \$15,000
26	6.65%		\$15,000 to \$24,999
13	3.32%		\$25,000 to \$34,999
7	1.79%		\$35,000 to \$49,999
11	2.81%		\$50,000 to \$74,999
21	5.37%		\$75,000 to \$99,999
62	15.86%		\$100,000 to \$149,999
109	27.88%		\$150,000 and up
60	15.35%		Prefer not to disclose

391 Respondents

Q127. Please write down anything else you feel we should know about your household's needs or your views concerning the new Capper Community Building. This data will be reported separately from the survey data.

Count	Percent	
113	100.00%	

113 Respondents

Q128. Thank you for taking our survey! You are now eligible to participate in a drawing for one of six \$50 gift cards. If you would like to be entered into the drawing, please provide your first name along with either a valid e-mail address or phone number. This information will only be used to contact the drawing winners.

Count	Respondent %	Response %		
278	93.60%	29.64%		First name:
231	77.78%	24.63%		Phone number:
206	69.36%	21.96%		E-mail address:
223	75.08%	23.77%		Home address:
297	Respondents			
938	Responses			

Q129. I would like to receive regular updates on the planning process for the Community Building.

Count	Percent		
219	68.44%		Yes
101	31.56%		No
320	Respondents		

EXHIBIT G

Participation Frequency Data

DCHA - Community Survey Results
Participation Frequency Data

Activities: Adult	Never	1-2/ Year	1-2/ month	1-2/ week	Daily	N	Core User %	Regular User %
Yoga Classes	12.26%	6.90%	30.65%	41.38%	8.81%	261	50.19%	80.84%
Aerobics/Group Fitness	13.61%	6.80%	20.07%	44.22%	15.31%	294	59.53%	79.60%
Dance Classes	32.35%	14.71%	18.91%	28.15%	5.88%	238	34.03%	52.94%
Cooking Classes	10.33%	38.38%	31.37%	15.87%	4.06%	271	19.93%	51.30%
Gardening (garden plot)	37.77%	13.30%	14.59%	21.89%	12.45%	233	34.34%	48.93%
Other Adult Sports League (dodge)	36.41%	17.48%	25.24%	18.93%	1.94%	206	20.87%	46.11%
Adult Education Classes	31.36%	25.45%	18.18%	16.82%	8.18%	220	25.00%	43.18%
Wellness Classes	39.25%	19.63%	18.22%	16.36%	6.54%	214	22.90%	41.12%
Music Classes	44.44%	17.87%	19.81%	14.01%	3.86%	207	17.87%	37.68%
Computer Education	53.09%	11.11%	11.52%	11.52%	12.76%	243	24.28%	35.80%
Bingo	53.20%	12.00%	13.60%	14.40%	6.80%	250	21.20%	34.80%
Golf Instruction	45.85%	23.90%	16.10%	11.22%	2.93%	205	14.15%	30.25%
Martial Arts Classes	60.80%	9.05%	10.05%	16.58%	3.52%	199	20.10%	30.15%
Theater/Performing Arts Classes	53.93%	17.80%	15.71%	10.47%	2.09%	191	12.56%	28.27%
Crafts	48.84%	24.19%	15.35%	7.91%	3.72%	215	11.63%	26.98%
Graphic Arts Classes	50.00%	23.16%	15.26%	10.00%	1.58%	190	11.58%	26.84%
Basketball League	65.61%	7.94%	8.47%	13.23%	4.76%	189	17.99%	26.46%
Volleyball League	66.85%	8.99%	12.36%	8.99%	2.81%	178	11.80%	24.16%
Room Rental for Meetings	49.77%	37.21%	9.30%	1.86%	1.86%	215	3.72%	13.02%
Adult Day Care	84.10%	4.10%	1.54%	1.54%	8.72%	195	10.26%	11.80%
Room Rental for Parties/receptor	35.24%	53.30%	7.93%	0.88%	2.64%	227	3.52%	11.45%

Activities: Youth	Never	1-2/ Year	1-2/ month	1-2/ week	Daily	N	Core User %	Regular User %
Outdoor Playground (no staffing)	26.55%	4.42%	11.50%	29.20%	28.32%	113	57.52%	69.02%
Indoor Soft Playground (no staffin	28.32%	4.42%	18.58%	30.09%	18.58%	113	48.67%	67.25%
Music Classes	37.62%	3.96%	27.72%	20.79%	9.90%	101	30.69%	58.41%
Gymnastics Classes	42.99%	3.74%	25.23%	19.63%	8.41%	107	28.04%	53.27%
Crafts	37.11%	10.31%	25.77%	17.53%	9.28%	97	26.81%	52.58%
Dance Classes	39.60%	7.92%	18.81%	23.76%	9.90%	101	33.66%	52.47%
Soccer (outdoor)	44.33%	7.22%	15.46%	24.74%	8.25%	97	32.99%	48.45%
Graphic Arts Classes (Painting, etc	41.05%	10.53%	20.00%	20.00%	8.42%	95	28.42%	48.42%
Fitness Classes	46.60%	5.83%	18.45%	17.48%	11.65%	103	29.13%	47.58%
Soccer (indoor)	47.37%	5.26%	13.68%	25.26%	8.42%	95	33.68%	47.36%
Baby-Sitting	45.26%	9.47%	24.21%	8.42%	12.63%	95	21.05%	45.26%
Theater/Performing Arts Classes	45.05%	9.89%	18.68%	17.58%	8.79%	91	26.37%	45.05%
Martial Arts Classes	52.38%	6.67%	9.52%	24.76%	6.67%	105	31.43%	40.95%
Educational Classes/Tutoring	49.47%	11.58%	13.68%	15.79%	9.47%	95	25.26%	38.94%
Basketball League	61.11%	4.44%	7.78%	15.56%	11.11%	90	26.67%	34.45%
Wellness Classes	61.54%	7.69%	8.79%	13.19%	8.79%	91	21.98%	30.77%
Volleyball League	62.35%	8.24%	12.94%	11.76%	4.71%	85	16.47%	29.41%
Birthday Party Rental	32.38%	55.24%	4.76%	2.86%	4.76%	105	7.62%	12.38%

EXHIBIT H

Market Share and Capture Rate

Market Share and Capture Rate

Classes per time period			5 - 8 AM	8 AM-Noon	Noon - 1 PM	1 - 4 PM	4 - 6 PM	6 - 9 PM	Total Classrooms
Multi Purpose Enrichment Activities									
Adult Cooking Classes	Classes	10%	85	451	451	669	539	2,911	5,106
Adult Craft Classes	Classes	10%	181	691	1,987	596	918	816	5,189
Adult Education Classes	Classes	5%	2	370	2,654	642	454	1,419	5,541
Adult Music Classes	Classes	10%	163	174	497	428	722	1,205	3,189
Adult Performing Arts Classes	Classes	10%	109	64	539	386	1,308	769	3,175
Adult Wellness Classes	Classes	5%	181	691	1,987	596	918	816	5,189
Youth Education and Tutoring	Classes	10%	0	124	55	21	1,313	408	1,921
Youth Graphic Arts	Classes	10%	230	320	9	6	2,444	192	3,201
Youth Theatre	Classes	10%	209	239	9	9	2,546	315	3,327
Youth Wellness	Classes	10%	0	175	9	27	1,551	380	2,142
Multi Purpose Fitness Activities									
Adult Dance Classess	Classes	15%	471	398	2,174	1,249	3,739	2,295	10,326
Adult Martial Arts	Classes	15%	516	144	1,520	524	835	996	4,535
Adult Yoga	Classes	10%	3,138	1,379	1,847	678	1,441	4,408	12,891
Aerobics/Group Fitness	Classes	5%	5,307	1,938	8,433	1,019	1,945	3,715	22,357
Youth Dance	Classes	15%	3	351	9	91	3,045	524	4,023
Youth Fitness	Classes	15%	209	267	80	88	1,834	819	3,297
Youth Gymnastics	Classes	15%	0	524	11	112	3,554	339	4,540
Youth Martial Arts	Classes	15%	0	301	9	24	3,027	589	3,950

Classes per time period			5 - 8 AM	8 AM-Noon	Noon - 1 PM	1 - 4 PM	4 - 6 PM	6 - 9 PM	Total Classrooms
Multi Purpose Enrichment Activities									
Adult Cooking Classes	Classes		0.01	0.04	0.04	0.06	0.05	0.26	0.5
Adult Craft Classes	Classes		0.02	0.06	0.18	0.05	0.08	0.07	0.5
Adult Education Classes	Classes		0.00	0.02	0.12	0.03	0.02	0.06	0.3
Adult Music Classes	Classes		0.01	0.02	0.05	0.04	0.07	0.11	0.3
Adult Performing Arts Classes	Classes		0.01	0.01	0.05	0.04	0.12	0.07	0.3
Adult Wellness Classes	Classes		0.01	0.03	0.09	0.03	0.04	0.04	0.2
Youth Education and Tutoring	Classes		0.00	0.01	0.01	0.00	0.12	0.04	0.2
Youth Graphic Arts	Classes		0.02	0.03	0.00	0.00	0.22	0.02	0.3
Youth Theatre	Classes		0.02	0.02	0.00	0.00	0.23	0.03	0.3
Youth Wellness	Classes		0.00	0.02	0.00	0.00	0.14	0.03	0.2
Multi Purpose Fitness Activities									
Adult Dance Classess	Classes		0.05	0.05	0.30	0.17	0.51	0.31	1.4
Adult Martial Arts	Classes		0.07	0.02	0.21	0.07	0.11	0.14	0.6
Adult Yoga	Classes		0.29	0.13	0.17	0.06	0.13	0.40	1.2
Aerobics/Group Fitness	Classes		0.24	0.09	0.38	0.05	0.09	0.17	1.0
Youth Dance	Classes		0.00	0.05	0.00	0.01	0.42	0.07	0.5
Youth Fitness	Classes		0.03	0.04	0.01	0.01	0.25	0.11	0.4
Youth Gymnastics	Classes		0.00	0.07	0.00	0.02	0.48	0.05	0.6
Youth Martial Arts	Classes		0.00	0.04	0.00	0.00	0.41	0.08	0.5

Users by Activity Per Time Period			5 - 8 AM	8 AM-Noon	Noon - 1 PM	1 - 4 PM	4 - 6 PM	6 - 9 PM	Total Users
Multi Purpose Adult Enrichment Activities									
Adult Cooking Classes	Users		0.24	1.29	1.29	1.91	1.54	8.32	15
Adult Craft Classes	Users		0.52	1.97	5.68	1.70	2.62	2.33	15
Adult Education Classes	Users		0.00	0.53	3.79	0.92	0.65	2.03	8
Adult Music Classes	Users		0.47	0.50	1.42	1.22	2.06	3.44	9
Adult Performing Arts Classes	Users		0.31	0.18	1.54	1.10	3.74	2.20	9
Adult Wellness Classes	Users		0.26	0.99	2.84	0.85	1.31	1.17	7
Multi Purpose Youth Enrichment Activities									
Youth Education and Tutoring	Users		0.00	0.35	0.16	0.06	3.75	1.17	5
Youth Graphic Arts	Users		0.66	0.91	0.03	0.02	6.98	0.55	9
Youth Theatre	Users		0.60	0.68	0.03	0.03	7.27	0.90	10
Youth Wellness	Users		0.00	0.50	0.03	0.08	4.43	1.09	6
Multi Purpose Adult Fitness Activities									
Adult Dance Classess	Users		1.57	1.33	7.25	4.16	12.46	7.65	34
Adult Martial Arts	Users		1.72	0.48	5.07	1.75	2.78	3.32	15
Adult Yoga	Users		6.97	3.06	4.10	1.51	3.20	9.80	29
Aerobics/Group Fitness	Users		5.90	2.15	9.37	1.13	2.16	4.13	25
Multi Purpose Youth Fitness Activities									
Youth Dance	Users		0.01	1.17	0.03	0.30	10.15	1.75	13
Youth Fitness	Users		0.70	0.89	0.27	0.29	6.11	2.73	11
Youth Gymnastics	Users		0.00	1.75	0.04	0.37	11.85	1.13	15
Youth Martial Arts	Users		0.00	1.00	0.03	0.08	10.09	1.96	13

Attachment A

General Conditions for Non-Construction Contracts

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.

- (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)(ii)(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 formal 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.

General Conditions for Non-Construction Contracts

Section II – (With 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. 1/01/2014)

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

in the classification under this Contract from the first day on which work is performed in the classification.

- 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 II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice;

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
 - (iii) A training/trainee program that has received prior approval by HUD.
- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
- (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) **Withholding for unpaid wages and liquidated damages.**

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

Attachment B
Tax Certification Affidavit

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.

District:		Current		Not Current
	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 outstanding liabilities 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

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
Certification of Eligibility



CERTIFICATION OF ELIGIBILITY

INVITATION NO: _____

PROJECT: _____

_____, being
(President of Authorized Official of Bidder)
duly sworn (or under penalty of perjury under laws of the United States), certifies that, except as
noted below: (the company) or any person associated therewith in the capacity of (owner, partner,
director, officer, principal investigator, project director, manager, auditor, or any position involving
the administration of federal funds:

is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility
under any Federal, District or State statutes;

has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal,
District or State agency within the past 3 years;

does not have a proposed debarment pending; and

has not been indicted, convicted, or had a civil judgment rendered against (it) by a court of competent
jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder
responsibility. For any exception noted, indicate below to whom it applies, initiating agency, and
dates of action. Providing false information may result in criminal prosecution or administrative
sanctions.

Date

Contractor

President of Authorized Official

Title
The penalty for making false statements are prescribed in the Program Fraud Civil Remedies Act of
1986 (Public Law 99-509.31 U.S.C. 3801.3812)

Subscribed and sworn before me this _____ day _____

at _____
City and State

Attachment E

Contract Compliance Requirements



CONTRACT COMPLIANCE REQUIREMENTS

Following is a list of documents that shall be completed and submitted with your bid and each of your proposed subcontractor's whose portion of the work is valued at \$10,000.00 or more.

1. Affirmative Action Program Policy Statement (sample attached) submitted on company letterhead.
2. Complete, Equal Employment Opportunity, Employer Information Report.

In the event that your minority utilization in each job category is less than 25 percent of your projected total workforce and/or you have less than 6.9 percent female utilization in your workforce, you must complete and submit the form titled One Year Projected Goals and Timetable for Equal Employment Opportunity.

The selected contractor/subcontractors are encouraged to utilize minority or female controlled banking institutions for financial transactions required during the performance of the resulting contract. Exhibit A_ contains a listing of area financial institutions which qualify as minority or female-controlled banks.

In the event that you or any of your subcontractors decide not to utilize a minority or female controlled bank, please indicate on the Minority Financial Institution Data Form the reason(s) for not doing so (Exhibit B_).

If you have any questions pertaining to these requirements, contact the Contract Compliance Branch on (202) 535-1212.



(SAMPLE STATEMENT)

(Bidder/Offeror must use this format to submit the EEO Policy Statement required by the contract. The statement must be submitted on company letterhead.)

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

(Company Name) WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR MENTAL OR PHYSICAL DISABILITY.

(Company Name) WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, OR MENTAL OR PHYSICAL DISABILITY. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO, THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER, (B) RECRUITMENT OR RECRUITMENT ADVERTISING, (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OF COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

(Company Name) AGREES TO POST IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT THE PROVISIONS OF THIS STATEMENT CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

(Company Name) AGREES THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO RACE, COLOR RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS.

(Company Name) AGREES TO PERMIT ACCESS TO ALL BOOKS AND RECORDS PERTAINING TO ITS EMPLOYMENT PRACTICES AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO ITS BOOKS AND RECORDS.

(Company Name) AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

(Company Name) SHALL INCLUDE IN EVERY SUBCONTRACT THAT EQUAL OPPORTUNITY CLAUSES, SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

AUTHORIZED OFFICIAL AND TITLE

AUTHORIZED SIGNATURE

FIRM/ORGANIZATION NAME

SOLICITATION NO.

DATE



COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, dated JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952, (published August 15, 1986). "COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS A PART OF THIS BID/PROPOSAL THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW IT'S WRITTEN COMMITMENT TO COMPLY WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

Certification

I, _____, the authorized representative of, _____ hereinafter referred to as "contractor" certify that the contractor is fully aware of all of the provisions of Mayor's Order 85-85, dated June 10, 1985, and of the rules implementing Mayor's Order 85-85, 33 DCR 4952. I further certify and assure that the contractor will fully comply with all applicable provisions of the Mayor's Order and implementing rules if awarded the DC government contract referenced by the contract number entered below. Further, the contractor acknowledges and understands that the award of said contract and its continuation are specifically conditioned upon the contractor's compliance with the above cited Order and rules.

CONTRACTOR NAME

SIGNATURE OF COMPANY OFFICIAL

TITLE

SOLICITATION



EQUAL EMPLOYMENT OPPORTUNITY

EMPLOYER INFORMATION REPORT

Instructions:

Two (2) copies of DAS-84-404 or Federal EEO-1 shall be submitted to Contract Compliance
One (1) copy shall be retained by the contractor

SECTION A - TYPE OF REPORT

1. Indicate by marking the appropriate box type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)

Single Establishment Employer:

1. () Single Establishment Employer Report

Multi-establishment Employer:

2. () Consolidate Report

3. () Headquarters Unit Report

4. () Individual Establishment Report (submit one of each
with 25 or more employees)

5. () Special Report

2. Total number of reports being filed by this company. _____

SECTION B - COMPANY IDENTIFICATION (To be answered by all employers)

1. Name of Company which owns or controls the establishment for which this report is being filed.

OFFICIAL USE

Address (Number and Street)

City or Town

County

State

Zip Code

a.

b. Employer Identification No.

b.

2. Establishment for which this report is filed

a. Name of establishment

OFFICIAL USE

Address (Number and Street)

City or town

County

State

Zip Code

c.

b. Employer Identification No.

d.

3. Parent or affiliated company

a. Name of Parent or affiliated company

Address (Number and Street)

City or town

County

State

Zip Code

b. Employer Identification No.

SECTION C - ESTABLISHMENT INFORMATION

Is the location of the establishment the same as that reported last year?

☐ Did not report last year

☐ Reported on combined basis

☐ YES

☐ NO

Is the major business activity at this establishment the same as that reported last year?

☐ Did not report last year

☐ Reported on combined basis

☐ YES

☐ NO

What is the major activity of this establishment?

Be specific, i.e., manufacturing steel castings, retail grocer, wholesale, plumbing supplies, title insurance, etc. Include the specific type of product or services provided as well as the principal business or industry.

MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).

☐ YES ☐ NO

DAS-44-404

(Replaces D.C. Form 2640-9 Sept. 74 which is obsolete)

CONTRACT NO. _____

CONTRACT AMOUNT: \$ _____

MBOC CERTIFICATION NO. _____

SET ASIDE: ☐ YES ☐ NO

☐ LOCAL ☐ SMALL ☐ DISADVANTAGED ☐ ENTERPRISE ZONE



SECTION D - EMPLOYMENT DATA

Employment at this establishment - report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeros. In columns 1, 2, and 3, include ALL employees at the establishment including those in minority groups.

JOB CATEGORY	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES								
	TOTAL EMPLOYEES INCLUDING MINORITIES (1)	TOTAL MALE INCLUDING MINORITIES (2)	TOTAL FEMALE INCLUDING MINORITIES (3)	MALES				FEMALES				
				AFRICAN AMERICAN (4)	ASIAN AMERICAN (5)	NATIVE AMERICAN (6)	LATIN AMERICAN OR HISPANIC AMERICAN (7)	AFRICAN AMERICAN (8)	ASIAN AMERICAN (9)	NATIVE AMERICAN (10)	LATIN AMERICAN OR HISPANIC AMERICAN (11)	
Official/Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftsman (Skilled)												
Operative (SEMI-SKILLED)												
Laborer (UNSKILLED)												
Service Workers												
OTHERS												
TOTAL												

(The Trainees below should also be included in the figure for the appropriate occupations categories above)

Formal on the job trainees	White collar	Production										

1. How was the information as to race or ethnic group in Section O obtained? 2. Dates of payroll period used? _____
 Pay period of last report submitted for this establishment _____ b. () Employment Record _____ a. () Visual Survey c. Other - Specify _____ 3.

SECTION E - REMARKS Use this item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

SECTION F - CERTIFICATION ACTION

Choose 1. () All reports are accurate and were prepared in accordance with the instructions (check on consolidated only).
 One 2. () This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official	Title	Signature	Date
Name of person to contact referencing this report (type or print)		Address (Number and Street)	



District of Columbia Housing Authority
Prime-Contractors Certification of Continued Eligibility

FEDERAL ID NUMBER _____

TO: District of Columbia Housing Authority

Contract No. _____

Project Description:

1. The _____
(Company Name)
(hereinafter referred to as the "Contractor") having executed a contract with the District of Columbia Housing Authority (hereinafter referred to as the "Housing Authority"), in the amount of \$ _____ for the construction, alteration, repair, or service and maintenance of the above identified project, acknowledges that:

- a) The Labor Standards provisions are included in the aforesaid contract; and
- b) Correction of any infractions of the aforesaid conditions, including infractions by any subcontractors and any lower tier subcontractor is the prime contractor's responsibility.

2. The Contractor certifies that

- a) Neither the principal officers nor any firm, partnership or association in which the principal officers have substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.5(b) of the Regulation of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 U.S.C. 276 {a}); and,
- b) No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.



District of Columbia Housing Authority
Prime-Contractors Certification of Continued Eligibility

3. The Contractor agrees to obtain and forward to DCHA within ten days after the execution of any subcontract, including those executed by his subcontractors and any lower tier subcontractors, a Subcontractor's Certification of Continued Eligibility executed by the subcontractors.
4. The Contractors certified that:
- a) The legal name and the business address of the company is:
- _____
- _____
- b) The company is:
- (1) A Single Proprietorship (3) Corporation organized in the State of _____
- (2) A Partnership (4) Other Organization (Description) _____
- c) The name, title and address of the owner, partners or officers of the company are:
- | NAME | TITLE | ADDRESS |
|-------|-------|---------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
- d) The names and address of all other persons, both natural and corporate, having a substantial interest in the company, and the nature of the interest are (if name, so state):



District of Columbia Housing Authority
Prime-Contractors Certification of Continued Eligibility

NAME

ADDRESS

NATURE OF INTEREST

- e) The name, address and trade classification of all other building construction contractors in which the contractors has a substantial interest are (if note, so state):

NAME

ADDRESS

TRADE CLASSIFICATION

Contractor

Company

Date



Solicitation No. _____

Name of Contractor _____

ONE YEAR PROJECTED GOALS AND TIMETABLES FOR EQUAL OPPORTUNITIES

JOB CATEGORIES	MINORITY GROUP EMPLOYEES GOALS								Projected Timetable Date	
	Male				Female					
	Black American	Asian American	American Indian	Hispanic American	Black American	Asian American	American Indian	Hispanic American		
Officials/Managers										
Technicians										
Sales Workers										
Office and Clerical										
Craftsperson (Skilled)										
Operatives (Semi-Skilled)										
Laborers (Unskilled)										
Service Workers										
Others										
TOTALS										
Comments										

I, _____ hereby affirm that I have read the foregoing, know the entire contents, thereof, certify them to be true, accurate, complete and the best projection of the firm's human resource needs by race and sex at this time.

Signature of Company Official

Title



MINORITY FINANCIAL INSTITUTION DATA FORM

SOLICITATION NO: _____

CONTRACTOR NAME: _____

Indicate below if you bank with a Minority Financial Institution:

_____ YES

Bank Name: _____

Address: _____

Type of Account(s): _____

_____ NO (please explain)

Explanation:

Attachment F

Payment to Subcontractors and Suppliers Certification



INVITATION NO.:

PROJECT:

PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATE

The contractor, prior to receiving a progress payment, shall submit to the Contracting Officer certification that the contractor has made and will make timely payments to his subcontractors and suppliers per his contractual arrangements with them.

The certification must be accompanied by a list of all subcontractors and suppliers who will receive payment from the invoice and the dollar amount. Payment will not be made until the Prime Contractor submits this information.

Certifications shall be made on the following standard form:

To: Contracting Officer
District of Columbia Housing Authority
1133 North Capitol Street, NE, Suite 300
Washington, D.C. 20002-7599

I hereby certify:

I have made and/or will make timely payments to all my subcontractors and suppliers per my contractual arrangements with them.

Company

Signature of Official

Title

Date

Attachment G

Representations, Certification and Other Statements of Respondents

**U.S. Department of Housing
and Urban Development**

Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders
Public and Indian Housing Programs**

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory--

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

[insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

(b) The bidder represents and certifies as part of its bid that, except for full-time bona fide employees working solely for the bidder, the bidder:

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

(2) [] has, [] has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(c) If the answer to either (a)(1) or (a)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the PHA/IHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the PHA/IHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to 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 on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to 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 on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

(a) Result in an unfair competitive advantage to the bidder; or,

(b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder represents and certifies as part of its bid/ offer that it --

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

[] Black Americans

[] Asian Pacific Americans

[] Hispanic Americans

[] Asian Indian Americans

[] Native Americans

[] Hasidic Jewish Americans

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe"

means any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

The bidder hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Attachment H

Statements of Respondent Qualifications



STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized. Attach additional pages if needed.

1. Name of bidder _____
2. Name of principals _____
3. Names of authorized signatories _____
4. Permanent main office address _____
5. When organized _____
6. Where incorporated _____
7. How many years have you been engaged in the contracting business under your present name? _____

8. Previous names of companies in which the principals listed above (#2) have engaged in the contracting business _____

9. List all contracts on hand by name of contract and gross amount _____

10. Have you ever defaulted on a contract? _____
If so, where and why? _____

11. have you ever refused to sign a contract at your original bid? _____

If yes, explain _____

12. Names, background, experience and current workload of the principal members of your personnel, including the officer.
- | <u>Name</u> | <u>Background</u> | <u>Years in Contracting</u> | <u>Current Workload</u> |
|-------------|-------------------|-----------------------------|-------------------------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
13. Furnish written evidence of amount and type of credit available.
14. Attach a Financial Statement no more than six months old.
15. Will you, upon request, fill out a detailed Financial Statement and furnish any other information that may be required by the Housing Authority? _____

16. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Housing Authority, in verification of the recitals comprising this Statement of Bidder's Qualification.

Dated this _____ of _____, 200_____ at _____

(Name of Bidder)

BY: _____
(Signature of Bidder's Representative)

Title

State of _____)

County of _____)

_____, being duly sworn,
(Individual signing above)

deposes and says he is _____ of _____

(title)

(Name of Organization)

and that the answers to the foregoing questions and all statements therein
contained are true and correct.

Sworn before me this _____ day of _____
200_____

Notary Public

My Commission Expires _____
Date

Attachment I

Certification of Adherence to Section 3 Clause



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



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

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

Attachment J

Section 3 Contractor Compliance Agreement



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 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.



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



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

ATTACHMENT K

ACTION PLAN FOR SECTION 3 COMMITMENT TEMPLATE

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

*******TEMPLATE*******

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

To Whom it May Concern:

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.

**SECTION 3 COMMITMENT
ESTIMATED PROJECT WORKFORCE BREAKDOWN**

SOLICITATION NO. _____

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:					

Company

Name of Authorized Signatory

Signature

Date

ATTACHMENT L
CONFLICT OF INTEREST CERTIFICATION

CONFLICT OF INTEREST CERTIFICATION

Pursuant to 24 CFR 85.36, no officer, employee, contractor or agent of the District of Columbia Housing Authority ("DCHA"), or its subsidiaries, shall participate in the selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when:

- (i) The employee, officer, contractor or agent,
- (ii) Any member of his or her immediate family,
- (iii) His or her partner or,
- (iv) An organization which employs, or is about to employ, any of the above, has a financial interest in the firm or organization selected for award.

No officer, employee, contractor or agent of DCHA, or its subsidiaries, shall engage in private financial transactions using inside information not available to the public generally, or allow the improper use of such information to further any private interest or personal gain. Every officer, employee, contractor or agent shall conduct themselves with the highest degree of ethical standards at all times, while under the employ, contract, award or designation of DCHA or its subsidiaries.

No officer, employee, contractor or agent of DCHA, or its subsidiaries, may have a financial or ownership interest, direct or indirect, in any real property included, or proposed to be included, in any real estate development or redevelopment project of DCHA, or its subsidiaries, or in any real property whereby the owner receives a federal or local housing subsidy administered by DCHA.

In the event a conflict, real or apparent, exists prior to, or arises while under, the employ, contract, award or designation of DCHA, or its subsidiaries, the officer, employee, contractor or agent shall fully and immediately disclose all information, matters, contracts, financial interests, and personal or business relationships to DCHA, or its subsidiaries. All information pertaining to a conflict of interest, real or apparent, shall be evaluated and a determination shall issue as to the required course of action to be taken prior to the execution or continuation of any agreement with DCHA or its subsidiaries.

Violations of this Conflict of Interest Certification, Federal law or regulations, as well as any violations of District of Columbia law, may result in immediate termination of any relationship, employment, contract, award or appointment with DCHA or its subsidiaries.

Remainder of Page Intentionally Left Blank

I, _____, an individual or authorized representative of the undersigned, hereby acknowledge and certify the following:

___ No conflict of interest, real or apparent, exists

___ A conflict of interest, real or apparent, exists and attached hereto, is a narrative describing the nature, length, term and relationship of the conflict. If a conflict of interest previously existed, please explain the conflict and include any supporting documentation that demonstrates resolution of the conflict.

By: _____
Name: _____
Title: _____
Company: _____

ATTACHMENT M

LIST OF CERTIFIED MINORITY AND WOMEN-OWNED BANKS



LIST OF CERTIFIED MINORITY AND WOMEN-OWNED BANKS

1. INDUSTRIAL BANK OF WASHINGTON
4812 GEORGIA AVENUE, N.W.
WASHINGTON, D.C. 20011
B. DOYLE MITCHELL, PRESIDENT
(202) 722-2000
2. INDEPENDENCE FEDERAL SAVINGS BANK
1301-9TH STREET, N.W.
WASHINGTON, D.C. 20001
WILLIAM B. FITZGERALD, PRESIDENT
(202) 628-5500
3. WASHINGTON FIRST BANK
1146-19TH STREET, N.W.
WASHINGTON, D.C. 20036
SHAZA ANDERSEN, CHIEF EXECUTIVE OFFICER
(202) 331-7031
4. PREMIER BANK
1501 "K" STREET, N.W.
WASHINGTON, D.C. 20005
BORRIS ORCEV, PRESIDENT
(202) 466-4090

ATTACHMENT N
WAGE DETERMINATION

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

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

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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. (Req. 29 CFR 4.173)

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

1.44.3. // Умножение на 10 и 100

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.