



## **SOLICITATION NO.**

0038-2015

**ISSUE DATE:** October 5, 2015      **CLOSING DATE:** November 23, 2015

**CAPTION:** COMBINED COOLING, HEATING AND POWER  
SYSTEM - LANGSTON TERRACE

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## **SECTION A- INTRODUCTION**

### **A.1 OVERVIEW**

The District of Columbia Housing DCHA (DCHA or the “Authority”) is dedicated to enhancing the quality of life in the District of Columbia by providing and effectively managing affordable housing, which is diverse, well maintained, and aesthetically pleasing for those whose circumstances prevent them from competing in the general marketplace. Besides operating over 8,000 publicly owned rental units, DCHA also contracts over 10,000 private units through its Housing Choice Voucher Program. DCHA has embarked on an ambitious program of development and redevelopment to create economically diverse communities and neighborhoods. DCHA is one of the most innovative housing authorities in the nation and is actively pursuing non-governmental sources of financing to promote HCVP homeownership assistance programs, project-based public housing subsidies, and implement more creative uses of its Move to Work DCHA.

### **A.2 BACKGROUND**

DCHA is issuing this Request for Proposals (“RFP”) to solicit proposals from qualified on-site Combined Cooling, Heating and Power System (“CCHP”) project developers (“Offeror(s)”) interested in the development of a CCHP generation system (“System”) at the Langston Terrace property located at 2101 G St NE, Washington, DC 20002. It is contemplated that the System will generate approximately 1.0 up to 3.0 MW electric power.

The Authority anticipates entering into a power purchase agreement (“PPA”) with one successful Offeror for the purchase of all electricity generated by the System once it becomes commercially operational. Such PPA's will be negotiated as part of this procurement. It is the intent of the specifications, terms and conditions contained herein to describe the requirements and process for this procurement.

The Authority intends to purchase all electricity generated by the System on an on-going basis. Ultimately, the Authority’s goal is to both reduce its energy consumption from existing energy sources and to lower its energy costs by entering into a contract with the Offeror selected in this procurement.

**Cost Components.** The Authority intends to enter into a PPA with the selected Offeror(s) that will have a 20-year term and locks the cost of generated electricity over the life of the PPA (or alternatively agree upon a fixed yearly escalator for this component). Furthermore, the Authority shall only be responsible for paying for electricity delivered to the Potomac Electric Power Company (Pepco) utility meter at each facility as purchased through a PJM subaccount to be defined. The Authority shall not be responsible for any other payments during the term of the PPA, including, but not limited to, network upgrades, environmental costs, curtailment costs, fees or similar items up to and including the Pepco meter that might not yet be identified or may arise after PPA execution or commercial operation.

**Financial Structure/Capital Lease.** Given the budgetary requirements applicable to the Authority, any PPA will need to be structured in such a manner so that it will not be considered debt and will not qualify as a capital lease under generally accepted accounting standards.

The Authority encourages the Offeror(s) to consider construction financing and to be aggressive on financial structuring with local financiers knowledgeable of public housing financial incentives and programs to improve the cost competitiveness of the Offering. **With the exception of the pass through of available credits and/or other incentives, as applicable, the Authority will not provide construction financing or subsidy of any kind in connection with the project.**

**Minimum Qualifications.** At a minimum, Offerors must have successfully developed at least three (3) projects totaling at least one-half (.5) megawatt (MW) that are in commercial operation at the time of the issuance of this RFP under a PPA structure. **A proposal that fails to include evidence that offeror meets this standard (see [Exhibit 2](#)) shall be deemed non-responsive.**

### **A.3 PROCUREMENT PROCESS**

The Authority solicitation process will evaluate and recommend Offerors for award. Offerors will be required to submit a proposal that demonstrates their experience and qualifications to implement a project of this size and complexity, as well as certain technical details. The Proposal must include all information requested in [Section C](#) of this RFP. The submissions will be evaluated by the Authority in accordance with [Section E](#) of this RFP.

The Authority will undertake certain due diligence regarding the proposals based on criteria to be provided in the solicitation documents. The Authority intends to award the contract(s) to the Offeror(s) that provide(s) the best value to the Authority, all evaluation criteria considered.

### **A.4 BID FORMS**

The Authority intends to enter into a contract that provides for unit rates for electricity over the life of the PPA. Offerors will be required to submit their proposal substantially in the format described in [Section C](#) of this RFP.

### **A.5 ECONOMIC INCLUSION**

The Authority desires that Small, Local, and Disadvantaged Business Enterprises (“SLDBE’s”) participate in this project to the greatest extent possible. Offerors should include in their proposal a proposed plan that demonstrates the level of participation by such businesses.

### **A.6 SELECTION CRITERIA**

Proposals will be evaluated in accordance with [Section E](#) of this RFP. The following evaluation criteria will be used:

- Technical Proposal including efficiency, environmental emissions and noise (40 points)
- PPA price (Cost of prime mover, cost of capital of prime mover, site integration

costs, environmental permitting costs, operating cost and price efficiency) (15 points)

- Implementation Plan & Schedule (20 points)
- Creditworthiness, Financing Plan & Financing Partners (30 points)
- Experience & References (20 points)

## **A.7 PROCUREMENT SCHEDULE**

The Authority maintains the right to adjust the schedule at its sole discretion.

<b>EVENT</b>	<b>DATE</b>
Issue RFP	October 5, 2015
Site Walk	October 21, 2015
Last Day for Questions/Clarifications	Monday, October 26, 2015
RFP Response Due	Monday, November 23, 2015
End Evaluation Period	To be determined
Selection and award	To be determined

## **SECTION B- DESCRIPTION OF SERVICES**

### **B.1 SCOPE OF WORK**

In general, the selected developer(s) will be required to develop, at no upfront cost to the Authority, a Combined Cooling, Heating and Power (CCHP) System at the Langston Terrace Property. Once the CCHP System becomes commercially operational, developer shall supply to DCHA electricity from the System, pursuant to the terms and conditions of the applicable PPA, including thermal energy to the Langston site at no additional cost.

The existing site consists of a defunct campus heating plant (see [Appendix 1](#) for existing site infrastructure assessment). The CCHP System is to be installed in the existing boiler plant area of the plant building which is approximately 50' x 60' with an additional underground storage area of approximately 30' x 40'. The entire CCHP system, including balance of plant components, must be housed within this space allotment (excluding the cooling tower, which is to be installed external to the existing plant building and potentially small ancillary components such as emissions equipment and gas compressors). The renovation of the existing plant building structure will be completed by others; that is, vendors can assume delivery of an installation ready plant area to house all equipment.

The System must be capable of operating in a combined cooling, heating and power mode (CCHP), using natural gas as a fuel source. It is preferred that the system also has the capability of operating as a back-up power source (with black start capability) in case of a grid outage and on propane or other liquid fuel as a back-up fuel. The desired installed CCHP capacity is 1-3 MW limited by space availability for the System and any advantages in pricing for a larger system. Power output is anticipated to be constant (base-loaded) at the System's

rated capacity. Electric output will first serve the site's needs and excess electricity will be "wheeled" to other DCHA sites through a pre-defined arrangement with local energy suppliers.

Heating and cooling is to be derived from the capture of exhaust stream energy, i.e., waste heat. A heat exchanger will be used to transfer thermal energy to a campus-wide 4-pipe hydronic loop with dedicated (year round) domestic hot water supply and return pipes and change-over space heating (winter months) and cooling (summer months) supply and return pipes. The heat exchanger, used for space heating needs, and the absorption chiller, used for space cooling needs, are to be provided by the Offeror, along with other balance of plant components. The campus loop and equipment located outside of the plant will be provided by others, including domestic hot water heat exchangers local to each building on the site. Additionally, the System shall use redundant absorption chillers to both improve availability and meet peak load demands utilizing a thermal energy storage system which will be provided by others.

***The Offeror is responsible for***

- Pricing and procuring natural gas required to fuel system operation and should be included as a line item in the pricing of the Power Purchase Agreement.
- The major CCHP System components (turn-key engineering, procurement and construction package of power plant with controls; electrical and mechanical balance of plant; heat exchanger; absorption chiller and cooling tower; additional system heat rejection equipment if necessary; plant side pumping skid; natural gas compressor; all other equipment on the primary side of the campus heating/cooling loop coordination with requirements for plant redevelopment).
- Two absorption chillers in duty and standby configuration. The duty absorption chiller will be sized based on the CCHP system's cooling capacity. The standby absorption chiller will be driven by a thermal energy storage tank. The desired total installed capacity is 600 tons. The cooling tower is to be sized for this combined capacity.
- If capable of serving as an interruptible power source (turn-key back-up package including black start capability, automatic transfer switch, battery system if necessary and other required components).
- If capable of operating as a dual fuel system (natural gas and propane or liquid fuel) piping and valving to back-up fuel tank and associated controls. Includes the physical tanks, containment, permitting and on-site fuel system for dual use or back-up purposes integration with the site redevelopment general contractor.
- A CCHP System design meeting all applicable Federal and District of Columbia codes, specifications, and regulations.
- Acquiring all permits and approvals for the construction and operation of the CCHP System.
- Specification and procurement of all materials and equipment required for the CCHP System.

- Installation, commissioning and placement into service of all CCHP System equipment per OEM documentation, specifications, and requirements.
- Installation of natural gas piping below grade from the utility custody and control point to the CCHP System.
- Installation of electrical conduit below grade from the utility approved switchgear to the CCHP System
- A comprehensive maintenance service agreement meeting the following requirements must be included in the PPA pricing:
  - Preventive/scheduled maintenance.
  - 24x7 remote monitoring, unscheduled maintenance/warranty parts and labor.
  - CCHP System replacements over the full 20-year term of the PPA.
- Guarantees of performance and continued operation.

***The Offeror is NOT responsible for***

- Delivery, price, or availability of, in the case of the CCHP unit, natural gas, or in the case of the backup generator, propane or diesel fuel.
- Existing plant site renovation.
- Equipment on the secondary side of the heating/cooling loop (4-pipe campus heating and cooling loop and associated pumps, thermal energy storage tank, back-up boilers, domestic hot water heat exchangers.
- Electric or gas utility infrastructure upgrades.

## **B.2 SITE INFORMATION AND DATA**

The Authority and its team of consultants have organized the site information in an attempt to optimize Offerors' assessment of the site. Site information has been provided for Offerors' reference. All referenced documents are attached to this RFP in [Appendix 1](#).

- Langston Terrace CCHP Site Assessment– [Appendix 1](#).

The Authority makes no representations with respect to the accuracy or completeness of any of the information provided as part of this RFP regarding the site, including its suitability. All provided information has been checked for accuracy, but errors or omissions may exist, for which the Authority shall have no liability. Offerors take sole and full responsibility for conducting any necessary due diligence and assessing the site and its conditions in developing their proposals. Such assessment of the site and its conditions shall be performed by the Offeror at its own cost. The Authority shall not be responsible for compensating or reimbursing the Offerors for such work.

### **B.2.1 Preliminary Site Assessment Data**

In order to select the potential site, the Authority engaged energy-consulting firms to perform feasibility studies of the Authority's facility. The site included in this RFP was selected on the

basis of the completed feasibility studies, with consideration given to proposed CCHP System size and the anticipated economic feasibility of the proposed CCHP System. The evaluation of this site data was used to develop an unrelated Application to HUD, and to verify the financial and technical feasibility. Detailed information regarding the site is included in **Appendix 1**.

### **B.2.2 Site Visits**

**A site visit will occur promptly at 11:00 EDT on Wednesday, October 21, 2015 Langston Terrace property located at 2101 G St NE, Washington, DC 20002 and will last 3 hours.**

## **B.3 REQUIREMENTS**

The Offeror's proposal shall address the following requirements.

### **B.3.1 Technical Requirements**

The CCHP System proposed under this RFP must conform to the technical requirements outlined in [Section B.1](#).

### **B.3.2 Financing Requirements**

The Authority presently intends to enter into a PPA with the Offerors selected in this Solicitation. The PPA must include all costs to operate the plant including natural gas purchases. Offeror shall be responsible for structuring an arrangement that provides the best possible price for natural gas possible. The long-term price of the natural gas supply must be included as a line item in the PPA pricing development.

The Authority desires two options with respect to the PPA pricing, 1) where the Offeror secures natural gas and provides the initial PPA rate and a fixed escalator for the life of the project and 2) where the Offeror secures natural gas and provides the initial PPA rate and a variable escalator for the life of the project.

The variable escalator will fluctuate based on market indexed natural gas prices. The variable component of the PPA pricing allows the sharing risk associated with natural gas price variability. However, the Offeror must make all efforts to purchase natural gas contracts at the lowest overall price. Offeror must provide all details of the natural gas pricing model and benchmarks used to determine PPA pricing. The Offeror has the flexibility to provide the most favorable structure available. The Offeror is to provide this information in [Exhibit 1](#). The Authority presently intends to negotiate and enter into a PPA with the Offeror selected in this Solicitation.

The Authority encourages the Offeror(s) to consider construction financing and to be aggressive on financial structuring with local financiers knowledgeable of public housing financial incentives and programs to improve the cost competitiveness of the Offering. The Authority offers an opportunity to engage in construction financing with local financiers that may provide competitive rates but does not require the utilization of local financiers.

**Offerors should note that all such money expended is at the sole risk of the Project Developer and under no circumstances shall DCHA be responsible to reimburse**

the same.

### **B.3.3 PPA Terms and Conditions**

Offerors are advised that the Authority has determined the form of PPA that will be used in this solicitation; Offerors are advised that:

- The PPA will include such provisions as are required to comply with all applicable laws and regulations applicable to the Authority, Federal and District of Columbia Anti-Deficiency laws.
- The PPA must be structured in such a way that, in the sole judgment of the Authority, it will not be considered a capital lease. Among other things, this will require that the term of the PPA not be more than 75% of the useful life of the generating assets.
- The Authority shall not provide any financial security (i.e., letter of credit, guarantee, etc. or encumbrance) to secure its obligations under the PPA.
- The Authority will not indemnify any party as part of the PPA or otherwise, except for injuries or harms to third parties or property resulting from the Authority's actions or conditions of the Site.
- The prices established in the PPA will not be subject to adjustment during the term of the PPA, other than any agreed upon escalation and natural gas pricing benchmarking provided for in the PPA, including, but not limited to, any changes to the selected developer's costs as a result of state, local or Federal incentives, tax credits, bonus depreciation or similar items that are not achieved or received.
- The PPA will provide for liquidated damages in the event that the project does not begin commercial operations in accordance with the agreed upon schedule. Such liquidated damages must be guaranteed by a guarantee of a credit-worthy entity, letter of credit or other security acceptable to the Authority.
- The Authority reserves the right to terminate consideration or negotiations if the Offeror makes significant changes to its key internal or external team members during or after negotiation of the PPA.

To assist the Authority, each Offeror is required to submit the form of PPA it would propose be used. Offerors are cautioned that nothing herein shall require the Authority to use any particular form of PPA.

### **B.3.4 Conformance with Laws Including Licensing, Accreditation and Registration**

Each selected developer and all of its subcontractors and sub-consultants (regardless of tier) shall comply with all applicable District of Columbia and federal laws, including those relating to the licensing, accreditation, and registration, land use and environmental compliance.

### **B.3.5 Time is of the Essence**

**Time is of the essence with respect to the implementation of this CCHP System**

project. The Authority anticipates that all the projects will begin commercial operations no later than December 31, 2016 if the cost of the unit is reliant upon investment tax credits. If the PPA price is dependent upon completion of the project and system turn on by December 31, 2016, the Offeror must state this requirement and provide a post December 31, 2016 PPA price to allow the Authority the gauge the schedule and price risk to the Authority.

## **SECTION C- INSTRUCTIONS, CONDITIONS AND NOTICE TO RESPONDENTS**

### **C.1 GENERAL**

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

### **C.2 SUBMISSION OF PROPOSALS/INQUIRIES**

All inquiries regarding this RFP, and any correspondence relating thereto, should be submitted in writing to the Contracting Officer, Cheryl Moore via US Mail to the at the following address:

District of Columbia Housing Authority  
Administrative Services/Contracts & Procurement  
1133 North Capitol Street, NE, Suite 300  
Washington, DC 20002-7599  
Attention: Contracting Officer

Inquiries may also be submitted via email to Ms. Moore at [chmoore@dchousing.org](mailto:chmoore@dchousing.org). Please copy all inquiries sent to the Procurement Manager, Kimberly Allen via email to [kallen@dchousing.org](mailto:kallen@dchousing.org).

*Any Respondent desiring an explanation or interpretation of the RFP must submit a written request to the Issuing Office by 12:00 Noon on Monday, October 26, 2015 to allow time for the written responses to reach all Respondents before the date of submission of proposals. Oral explanations will not be binding. Any information given to a Respondent concerning the solicitation will be furnished promptly to all other Respondents.*

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

### **C.3 SUBMISSION DATE**

Technical and Cost Proposals shall be submitted in sealed envelopes marked "RFP No.0038-2015 On-Site CCHP Purchasing Agreement at Langston Terrace" addressed to the District of Columbia Housing DCHA, Administrative Services/Contracts, Suite 300, 1133

**North Capitol Street, N.E., Washington, D.C. 20002-7599, Attention: Cheryl Moore, Contracting Officer no later than 11:00 a.m. EST on Monday, November 23, 2015.**

#### **C.4 CONTENT OF PROPOSALS**

Respondents shall submit both the technical and price proposals prepared in such a format and detail as to enable DCHA to make a thorough evaluation thereof and to arrive at a sound determination as to whether or not the offer can meet the requirements set forth in this RFP. Proposals shall be submitted with one (1) original and eight (8) copies. Copies of the RFP are available online on the DCHA website 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 11:00 a.m. EST on Monday, November 23, 2015 as outlined in [Section C.3](#). Proposals shall be paginated and organized as follows:**

##### **C.4.1 Proposal Format**

All responses must meet the following format requirements:

- One (1) original and Eight (8) copies.
- 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, organized as described below.
- RFP Technical and Price Proposals shall be submitted as a single package in accordance with submission requirements stated below.

##### **C.4.2 Proposal Requirements**

###### **PART I Table of Contents**

Proposals shall include a table of contents listing the individual sections of the proposal and their corresponding page numbers.

###### **PART II Executive Summary**

Each Offeror should provide an executive summary of no more than three (3) pages providing a brief synopsis of the highlights of its proposal and addressing the Offeror's capabilities, experience, access to capital and the experience of its management personnel.

###### **PART III General Team Information and Firm(s) Data**

Each Offeror should provide the following information as a Statement of Qualifications:

- i. Name and address of firm

- ii. Telephone and fax numbers.
- iii. Names, titles, and e-mail address of two people authorized to represent the firm on this project, and answer any questions presented.
- iv. Year firm was established.
- v. Quantity and type of licensed and/or certified professionals in local office within 300 miles of the Authority. If your firm does not have a local office, discuss the mechanism that will guarantee the local support services necessary for completing and servicing this project through the term of the PPA contract.
- vi. Approach to project management including make-up of the project team and the proposed responsibilities of the project team members.
- vii. Describe the process to be followed in selecting and managing subcontractors.
- viii. Description of the proposed project financing approach.

#### **PART IV Relevant Experience and Capabilities**

Offerors are to complete the Experience Form contained in [Exhibit 2](#) providing additional information demonstrating relevant project experience in terms of project type, size, client type, and financing mechanism. Offerors shall identify, in the past three (3) years, the number of installations completed preferably in the government, multi-family residential, mixed-use commercial or campus housing sectors listing CCHP, or CHP System sizes. **If Offeror fails to provide the information required by this section, to the satisfaction of DCHA in its sole discretion, then DCHA shall deem the Offeror's proposal "unresponsive."**

#### **PART V Technical Proposal**

Proposal shall describe the equipment, materials, and methods the Offeror would employ if selected. Offerors shall provide a narrative that describes the equipment and systems proposed and discussing why these were selected as the optimal choice. This section shall include:

- A. Proposed System Overview: Technical narrative that describes the proposed systems, including but not limited to: general considerations, rated kWp AC capacity, expected kWh AC output in the first year and over a twenty (20) year period, installation approach, and total area required for the CCHP System. Include an emissions profile to include noise, mitigation requirements, permitting requirements for emissions, and a grid intertie approach.
- B. Proposed Equipment List: Model, technical specifications, quantity and characteristics of: CCHP System, mechanical balance of plant, electrical balance of plant, heat exchanger, absorption chiller, natural gas compressor (if any), generation meters, Data Acquisition System (DAS) and monitoring system.

The Technical proposal will describe the availability, supply and quality of proposed equipment. Technical spec sheets should be included in this section.

C. Monitoring System Preliminary Design: Overview of the proposed Data Acquisition System (DAS), including quantity and model of proposed sensors, data acquisition hardware and software, screen shots of proposed solutions and IT requirements. Respondents shall identify requirements for connecting the DAS to the Internet.

D. Monitoring / Data Presentation Information: Specifications of proposed monitoring software, including screenshots of user interface and system diagnostic capabilities, as well as hosting requirements, performance data and billing management plan and processes.

## **PART VI Description of the Proposed Project Approach**

The Proposal shall include a description of the approach Offeror will use to design, procure long- lead time equipment, construct, and commission CCHP systems. The Proposal shall describe how Offeror will comply with the requirements of the RFP, obtain timely permits and approvals, and accommodate ongoing operations during construction, including how Offeror intends to meet the Authority's schedule.

The Proposal shall describe Offeror's approach to Project and construction management, document control, and Project administration including risk mitigation and escalation processes. The Proposal shall include a narrative addressing how Offeror recommends phasing the work in order to efficiently execute the design, design review, installation, and commissioning of the system. The Proposal shall also describe quality assurance procedures and safety plans. The Proposal shall contain a description of Offeror's strategy for communicating with the Authority and assisting the Authority in its efforts to achieve the overall objective(s) for this project. This part shall not exceed ten (10) pages.

## **PART VII Financial Strength**

All Offerors must provide information as requested below relating to their team's financial ability to build, own and operate the CCHP power generation systems. Each Offeror must demonstrate to the Authority that it has access to capital on terms and conditions that will allow it to construct the systems on competitive terms. Offerors must also establish that they have either sufficient bonding from a surety licensed in the District of Columbia or have sufficient financial support in the form of a parent company guarantee or letter of credit to undertake the construction. In this regard, Offerors must specify either (i) the total bonding that the surety will issue or (ii) the size of the letter of credit or guarantee that the Offeror's parent company will issue for all of the Offeror's work including uncompleted contracts.

## **PART VIII Financing Methodologies**

All Offerors must address the financing methodology they intend to use for which they are bidding. This part shall not exceed ten (10) pages. Each Offeror must:

- A. For a PPA, describe the structure of its partnership with the financial partners it anticipates will be used for these Projects. If self-financing, please describe the financing plan, the source of funding and number of projects that the prime firm has financed utilizing this methodology.
- B. For a PPA, identify any financing or funding mechanisms it is considering that are not found in typical PPA's.
- C. Please describe any additional sources of federal or other funding that may be available to the Authority for this project. If the additional sources are a loan or credit support, please provide indicative metrics (principal payments, interest rates, debt service schedules, final maturity, etc.).
- D. Identify whether the prime firm has ever filed for bankruptcy or experienced a delayed energy generation project that resulted from a lack of available funding and/or a loss of funding to a client due to the inability to secure a financial partner. If yes, please explain.
- E. Provide representation that the prime firm and anticipated financial partners have not, nor has any of the members of its governing board or principal officers, been indicted or convicted of fraud, corruption, collusion, bribery, or money laundering. If Offeror is unable to so warrant, then describe the circumstances.
- F. Those Offerors proposing an alternate financing mechanism must:
  - i. Describe the mechanisms and provide indicative metrics (principal payment structure, interest rates, debt service schedules, final maturity, up-front fees, credit requirements, demographic requirements, etc.)
  - ii. Provide examples and references of similar successful financing placements using the proposed method(s).
  - iii. Provide a discussion on the difficulty of implementation and a description of the financing timeline.

#### **PART IX Term Sheet and Form of PPA**

To assist the Authority, each Offeror is required to submit the form of PPA, and proposed terms. Each such PPA shall be consistent with the requirements of [Section B.3.3](#). Offerors are cautioned that nothing herein shall require the Authority to use any particular form of PPA.

#### **PART X Implementation Plan**

Offerors are to provide a detailed GANTT style schedule describing all phases of the project and Offeror's services, major milestones, task dependencies,

associated with designing, permitting, and installing the systems at the site. This implementation narrative shall include the financing strategy and timing, the procurement strategy for equipment and materials, workforce plan, staging, construction, equipment installation, acceptance testing, project close-out, and commitment from financial partners and suppliers and/or manufacturers substantiating the availability of major long lead-time equipment or resources to meet the proposed schedule. The implementation plan, excluding the schedule, should be no more than five (5) pages in total.

#### **PART XI Local Business Utilization Plan**

Each Offeror must submit a proposed Local Business Utilization Plan that identifies the specific certified business enterprises that will participate in the contract and their anticipated roles. In addition, each Offeror should provide:

- (i) a narrative description of similar projects and the Offeror's success in meeting such goals; and
- (ii) a chart, in summary form, that identifies the Offeror's major projects over the last five (5) years and its success in achieving such goals (creativity should be displayed regarding joint-venture and subcontractor agreements).

Offeror shall specify the percentage of the total subcontracts that Offeror estimates will be subcontracted to SLDBE's; describe its plans for hiring and utilizing Small and Disadvantaged subcontractors; describe in detail how the Offeror will attract SLDBE businesses as part of the project and outreach to bid on the project.

Respondents shall describe whether the Project Development Team includes, a DBE or SBE as defined below. For purposes of this RFP, "DBE" will mean Disadvantaged Business Enterprises; and "SBE" will mean Small Business Enterprises as certified by the District of Columbia's Department of Small and Local Business Development.

#### **PART XII Section 3/ Resident Training and Hiring Plan**

Describe plans for training and hiring clients of DCHA and the surrounding neighborhood of the Site. Describe Section 3 hiring plans and commitments and indicate how Section 3 numeric hiring goals relate to hiring goals for residents of the immediate area. Section 3 hiring can be geographically broader than the immediate neighborhood. 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. Review Section 3 requirements outlined in [Section D.17](#) of this solicitation and complete the "Action Plan for Section 3 Commitment" and an "Estimated Project Workforce Breakdown" as outlined in that section.

### **PART XIII Form of Offer Letter**

Each Offeror shall submit a Form of Offer Letter substantially in the form of [Exhibit 3](#). Material deviations, in the opinion of the Authority, from the bid form may be sufficient to render the proposal non-responsive.

### **PART XIV Cost Proposal**

The Offeror should submit project pricing by completing the worksheet at [Exhibit 1](#) for which Offeror is submitting a proposal.

### **PART XV Certifications and Affidavits**

Each Offeror shall submit the following completed certification forms:

- Attachment A, General Conditions for Non-Construction Contracts
- Attachment B, Tax Certification Affidavit
- Attachment C, Non-Collusive Affidavit
- Attachment D, Certificate of Eligibility
- Attachment E, Contract Compliance Requirements
- Attachment F, Payment to Subcontractors and Suppliers Certification
- Attachment G, Representations, Certifications and Other Statements of Respondents
- Attachment H, Statements of Respondents 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 Woman-Owned Banks
- Attachment N, Wage Determination

### **C.5 RESPONDENT'S CAPABILITIES**

Respondent must be licensed to do business in the District of Columbia or able to acquire its license to do business in the District of Columbia no later than the execution date of the PPA.

Respondent must be financially sound to perform the Scope of Services required under this Solicitation.

Upon the Contracting Officer's request, the Respondent must provide any written documentation required to assure DCHA that the proposed awardee is capable of performing all aspects of the technical requirements of the Solicitation.

### **C.6 COMPLIANCE WITH SPECIFICATIONS**

Respondents are requested to be responsive to the CCHP specifications in this Solicitation. Any statement by the Respondent indicating variance from the specifications may result in rejection of the proposal.

## **C.7 COMPLETE PROPOSALS**

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

## **C.8 MANNER OF AWARD**

The Contracting Officer's Technical Representative ("COTR") shall review the Evaluation Panel's recommendation and make a recommendation of selection from the competitive range of Offeror determined to be in the best interests of DCHA. The Executive Director shall make the final recommendation of the Project Developer to the DCHA Board of Commissioners. The DCHA Board of Commissioners shall make the final selection of Project Developer.

DCHA may award a contract upon the basis of the initial offer received, without discussion. Therefore, each initial offer should contain the Respondent's best and final terms from a cost and technical standpoint.

## **C.9 RETENTION**

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

## **C.10 FAILURE TO SUBMIT RESPONSE**

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 Solicitation. If a Respondent does not submit an offer and does not notify the Contracting Officer that future solicitations are desired, the Respondent's name may be removed from the applicable mailing list for one year after the closing date of this Solicitation.

## **C.11 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.12 PROPRIETARY OR CONFIDENTIAL INFORMATION**

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

### **C.13 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.14 FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF A PROSPECTIVE CONTRACTOR**

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

### **C.15 SIGNING OF PROPOSALS**

The Respondent shall sign and print or type its name on the proposal. The signing of the proposal shall deem all information contained therein as true and accurate. Any false or misleading information contained in the proposal may be grounds for disqualification, if 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 DCHA 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. If the proposal 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 held personally to the proposal. Proposals submitted by a joint venture must be signed by all authorized venture personnel.

#### **C.16 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.17 BEST AND FINAL OFFERS**

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 ("BAFO's") at the designated date and time. If modification is submitted, it must be received by the date and time specified and is subject to the "Late Submission, Modifications and Withdrawals of Proposals" provisions of this solicitation.

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

#### **C.18 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.

### **C.19 SELECTION NON-BINDING**

The selection by DCHA of an On-site Combined Cooling, Heating and Power System (“CCHP”) Project Developer indicates only DCHA’s intent to execute a final agreement or contract with the Project Developer. Respondents therefore agree and acknowledge that they are barred from claiming to have detrimentally relied on DCHA for any costs or liabilities incurred as a result of responding to this RFP or being selected for award.

## **SECTION D- CONTRACT TERMS**

### **D.1 TIME**

Time, if specified in a number of days, will include Saturday, Sunday, and Holidays, unless otherwise stated herein.

### **D.2 INSURANCE**

The successful Respondent at its own cost and expense shall obtain and maintain on a continuous basis, without gap or interruption throughout the term of the Agreement and for a period of years thereafter based on the applicable limitations period, and any period for which any warranty is based as the minimum insurance coverage set forth herein.

<b>Type of Insurance</b>	<b>Minimum Limits Required <i>Per Claim/Occurrence</i></b>	<b>Minimum Limits Required <i>Aggregate Policy Limits</i></b>
<b>1. Commercial General Liability</b>	\$1,000,000	\$2,000,000
<b>a. Bodily Injury/Property Damage</b>	\$1,000,000	\$2,000,000
<b>b. Products/Completed Operation</b>	\$1,000,000	\$2,000,000
<b>c. Personal and Advertising Injury</b>	\$1,000,000	\$2,000,000
<b>d. Medical Expense limit (any one person)</b>	\$1,000,000	\$2,000,000
<b>e. Loss of Use Insurance</b>	\$1,000,000	\$2,000,000
<b>2. Commercial Automobile Liability</b>	\$1,000,000 Combined Single Limit Each Accident	\$ N/A
<b>3. Worker’s Compensation</b>	Statutory Limits	Statutory Limits
<b>4. Employer’s Liability (Bodily Injury by Accident)</b>	\$1,000,000	\$N/A
<b>a. By Disease</b>	\$1,000,000	\$N/A
<b>b. Each Accident</b>	\$ 1,000,000	\$ N/A
<b>c. Each Employee</b>	\$ 1,000,000	\$ N/A
<b>5. Umbrella Excess Liability Insurance over items 1, 2, and 4 above on a follow form/broad as</b>	\$ 5,000,000	\$10,000,000

underlying occurrence basis		
<b>6.</b> Respondent's Pollution Liability including coverage for microbial matter	\$10,000,000	\$20,000,000
<b>7.</b> Professional Liability Insurance	\$ 2,000,000	\$5,000,000
<b>8.</b> Crime & Employee Dishonesty Insurance	\$1,000,000	\$2,000,000

In addition to the foregoing, Respondent shall purchase and maintain an all risk builder's risk policy to insure against all risks of direct physical loss, damage or destruction to any of the work or construction. This insurance shall be procured for each phase of the project. The builder's risk policy shall be in the amount sufficient to rebuild and replace the Project in full (or the portions of the Project in existence or being constructed during the phase in question).

In addition to the foregoing, Respondent shall obtain a separate performance bond and unconditional labor and material payment bond (hereinafter collectively referred to as "Bonds"), each Bond to be in the amount of 100% of the Contract Price, including any increases thereto. The Bonds shall comply with applicable law in all respects.

In addition to the foregoing, the required insurance shall cover, in full, the Respondent's indemnity obligations set forth in Section D.3 hereof.

All of the above insurance shall be written in a form and manner acceptable to DCHA. DCHA reserves the right to request further or additional limits or types of coverage if the same is necessary to adequately insure each and all of the risks associated with the Project. Should Respondent believe that other or additional insurance or limits are required to adequately insure the Project and fully protect DCHA, it shall inform DCHA in its Bid and provide details as to what is required.

Respondent shall inform DCHA in its response whether it proposes to utilize any self-insurance, insurance captive, or a Respondent Controlled Insurance Program (CCIP). DCHA may permit or decline to permit use of any or all of the foregoing in its sole discretion.

All insurers shall be acceptable to DCHA, financially sound, and lawfully authorized to do business in the District of Columbia. Insurance is to be placed with insurers with a current A.M. Best's rating of not less than A- VII, unless otherwise approved in writing by DCHA.

The funding of deductibles and self-insured retentions maintained by Respondent shall be the sole responsibility of Respondent, including any amounts applicable to deductibles or self-insured retentions applicable to claims involving the Owner, as an additional insured. Any self-insured retentions in excess of \$100,000 must be declared to and approved by DCHA in writing.

The required insurance shall contain the following additional provisions:

- (a) Additional Insured – DCHA; its successors and assigns, parents, subsidiary, related and affiliated entities, shall be listed as an additional insured on all insurance.
- (b) Primary Coverage - Respondent's required insurance coverage shall be primary insurance, and any insurance or self-insurance maintained by the DCHA shall be excess of and non-contributory with Respondent's insurance.
- (c) Severability of Interest - Except with respect to the limits of insurance, Respondent's required insurance shall apply separately to each insured or additional insured and the acts or omissions of one insured shall not be imputed to any other insured.
- (d) Notice of Cancellation - Each insurance policy shall be endorsed to require Insurer(s) to provide thirty (30) days' written notice to the DCHA by certified mail, return receipt requested, prior to any suspension, cancellation or non-renewal of the required insurance.
- (e) Waiver of Subrogation – Respondent shall procure from its insurers waivers of subrogation against DCHA, its directors, officers and employees in the scope of employment, and Respondent shall cause each of its subcontractors to waive all their rights of subrogation against DCHA, including directors, officers and employees in the scope of employment, for all costs or expenses, losses, damages, claims, suits or demands, howsoever caused.

To the extent applicable to their work, all Subcontractors are subject to the same insurance requirements as required of the Respondent if not covered by Respondent's insurance. Lower limits for certain subcontractors may be approved by DCHA in its discretion. In its Proposal, Respondent shall describe in detail how it proposes to address Subcontractor's insurance.

Respondent shall furnish the DCHA and shall require subcontractors of every tier to furnish to DCHA an executed broker's undertaking evidencing the required coverage and attaching certified and complete copies of the policies and bonds, and all endorsements thereto, prior to the commencement of Work or operations at or on DCHA's Project. The same shall be provided to DCHA in connection with any renewals or replacements at least fifteen (15) days prior to the expiration of any insurance.

In specifying minimum Respondent insurance requirements, DCHA does not represent that such insurance is adequate to protect Respondent for loss, damage or liability arising from its work or otherwise. Respondent is solely responsible to inform itself of the types or amounts of insurance it may need beyond these requirements to protect itself. The insurance requirements set forth herein shall not be construed to relieve Respondent for liability in excess of such coverage, nor shall it preclude DCHA from taking such other actions as is available to it under any other provision of this Agreement.

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 DCHA against dishonest acts of the Respondent and its employees. DCHA must be named as the loss payee. The insurance company, form, limits and content of such coverage, will be subject to the approval of DCHA.

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 Respondent of any provision of this RFP or any contract awarded pursuant hereto, or any negligent or bad faith act(s) or omission (s) or the negligent performance of this RFP or any contract awarded pursuant hereto 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 gross negligence of HUD and DCHA or their employees or agents. Any provisions or limits of insurance set forth in this contract shall not limit the Respondent's 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 DCHA and such coverage shall be in place prior to or upon execution of any contract.

### **D.4 NO COMPENSATION FOR PREPARATION OF SUBMISSIONS**

The Authority shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

### **D.5 REJECTION OF SUBMISSIONS**

The Authority reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility or access to capital.
- C. To reject submissions that contain conditions and/or contingencies that in the Authority's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable to the Authority.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading

statement, affidavit or certification in connection with such submission or this Request for Proposals.

#### **D.6 NON-RESPONSIVE PRICING**

In general, the Authority considers a proposal non-responsive if Offeror's price is greater than 150% of the median price submitted by other Offerors. The Authority reserves the right to deem a proposal non-responsive if Offeror's price is greater than current utility tariff rate.

#### **D.7 CHANGE IN RESPONDENT INFORMATION**

If after Respondent has provided its response (or after Respondent has been selected as Development Partner) to DCHA, information provided therein changes (*e.g.* deletion or modification of any members of the Development Team, including but not limited to any CBE Development Team member(s), or new financial information), Respondent shall notify DCHA in writing and provide updated information in the same format as required by the applicable section of the RFP. DCHA reserves the right to evaluate the modified response, eliminate the Respondent from further consideration, or take such other action as DCHA may deem appropriate.

#### **D.8 CONSENT TO SUBCONTRACT**

Respondents must obtain the consent of DCHA to subcontract any portion of the work. 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.9 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.10 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.11 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.12 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.13 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.14 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.15 DAVIS BACON AND RELATED ACTS REQUIREMENTS**

Wages under DCHA’s construction agreements must be paid in accordance with a wage determination issued pursuant to the Davis-Bacon Act, 40 U.S.C. Section 276(a), et al., by the United States Department of Labor.

##### **D.15.1 Contractors construction agreements must affirm that:**

- (a) The Contractor is responsible for paying not less than the applicable wage rates to all employees engaged in work under the contract and ensuring that any subcontractors also pay not less than the applicable wage rates; and
- (b) The Contractor shall submit a certified payroll report and compliance statement to DCHA each week during the contract period. A separate payroll report shall be submitted for each Contractor and each subcontractor.

##### **D.15.2 DCHA may assure that all other compliance requirements for recruitment, referral and placement are fulfilled by Contractor. Specific goals or requirements will be included in each agreement.**

##### **D.15.3 Contractor shall execute a written affirmation of its compliance with all Davis-Bacon compliance matters.**

##### **D.15.4 Contractor shall submit periodic reports to DCHA’s Contracts Compliance staff detailing all Davis-Bacon compliance matters.**

##### **D.15.5 DCHA may conduct periodic site visits and meetings with Contractor to ensure**

compliance.

- D.15.6** Contractor shall ensure that all subcontractors on the DCHA Headquarters Redevelopment Project are fully compliant with Davis-Bacon wage requirements. Contractor shall incorporate this requirement in all subcontractor agreements and ensure compliance.

#### **D.16 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.17 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 2<sup>nd</sup> 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 4<sup>th</sup> 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;

Termination for default or suspension of contract; or

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.18 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.19 PROTEST**

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, 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 in a court of competent jurisdiction in the District of Columbia.

#### **D.20 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.21 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.

#### **D.22 RESPONDENT’S KEY PERSONNEL**

The key personnel specified in the Respondents 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 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.

## **SECTION E – EVALUATION AND AWARD CRITERIA**

### **E.1 EVALUATION PROCESS**

The Authority shall evaluate submissions and any best and final offers in accordance with the provisions of this [Section E](#) and the Authority's Procurement Regulations.

### **E.2 EVALUATION COMMITTEE**

An Evaluation Committee will review all responses to this RFP in accordance with the evaluation and award criteria. this RFP. The Evaluation Committee may consider a response unacceptable if it lacks critical information or the submission represents a major deviation from the requirements of this RFP. Minor omissions, such as incomplete references may at the sole option and discretion of DCHA, be corrected subsequent to the submission due date.

All proposals will be initially reviewed and evaluated to determine compliance with the proposal format and requirements specified within this solicitation. Proposals that do not comply with these requirements may be rejected without further review. The evaluation findings and the comparative scoring of the evaluation criteria below will be used to determine which Respondents fall within the competitive range.

The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official(s). DCHA will make an award to the most responsible and responsive Respondent whose offer conforms to the solicitation and is most advantageous to DCHA (i.e., that which represents the best value to DCHA), cost or price and other factors considered.

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

### **E.3 PROPOSAL EVALUATION**

Each of the evaluation criteria will be used in evaluating proposals and establishing a short list of Offerors to participate in this procurement. Thus, each proposal will be evaluated and scored based upon a maximum number of 125 points.

#### **E.3.1 Technical Proposal (40 points)**

The Authority desires to engage a developer with the technical capability necessary to realize the Authority's objectives set forth in this RFP. Submittals should address the items set forth in [Section C.4, Part V](#). This element of the evaluation will be worth up to forty (40) points.

Noise Emissions: The CCHP installation will be in close proximity to residential and retail buildings. The Authority desires to minimize noise emissions of the operational system. The Offeror is evaluated on the sound level (measured in decibels) of the operational system.

Exhaust Emissions: The CCHP installation will be in close proximity to residential and retail buildings. The Authority desires to minimize exhaust pollutant emissions of the operational system. The Offeror is evaluated on the emissions levels of the operational system. The system must meet all local D.C. emissions standards requirements. The Authority desires the CCHP system to meet current CARB emissions standards.

### **E.3.2 Project Cost (15 points)**

Each Offeror is required to complete [Exhibit 1](#) for which it wishes to be considered. The Offeror will be evaluated based on the anticipated levelized cost of energy over a 20-year period (including, in the case of the purchase of the System, the costs of operations and maintenance). Offerors shall provide information and cash-flow modeling with transparent methodology. This element of the evaluation will be worth up to fifteen (15) points.

### **E.3.3 Implementation Plan & Schedule (20 points)**

The project schedule and timetable should be complete, realistic, with risk mitigation and escalation processes. The submission should demonstrate the Offeror's methodology for management of multiple projects with concurrent construction timelines. This element of the evaluation will be worth up to twenty (20) points.

### **E.3.4 Financing Plan & Financing Partners (30 points)**

The Offeror will be evaluated based on its financial stability, creditworthiness and ability to provide timely financing. Offerors should address in detail their anticipated funding for the project as well as their prior experience with any proposed financing partners on comparable projects. Offerors should detail why their proposed financing plan would be offer the best value to the Authority and include the following:

#### **a. Financial Capacity**

- i. A description of the financial capacity of the Respondent, in the form of annual reports, audited statements, balance sheets, profit and loss statements, evidence of lines of credit and uncommitted discretionary sources of equity, and/or any other material financial statements (all of which may be provided as attachments); and
- ii. A description of the amount of sponsor equity committed to the Project

#### **b. Project Budget Sources & Uses**

Respondents shall provide separate "Sources and Uses" analyses for the Project. The analyses shall include the following, at a minimum:

- i. Uses: A detailed, line item project budget that breaks down all costs to be incurred, including: predevelopment costs; costs associated with equipment hard costs (including contingencies); soft costs (including architecture fees, engineering fees, professional service fees, development fees, etc.); and acquisition and financing costs.
- ii. Sources: A breakdown of all funds to be obtained (including equity, debt, fundraised capital, non-District grants, etc.) for the payment of the Uses in the project.

Sources and Uses should not show any gaps or shortfalls. DCHA does not intend to provide any public subsidy to fill any funding gaps or shortfalls.

c. Project Development & Operating Pro Forma

Respondent shall provide a detailed, line item, fully functional Microsoft Excel development and operating pro forma for all proposed income-producing uses from pre-development through stabilization and for 20 years beyond the projected stabilization year.

The pro forma shall be inclusive of the following calculations: return on cost, return on equity (levered and unlevered); profits; internal rates of return; and any other project specific return metrics. All assumptions used in the financial model should be clearly stated.

d. Proposed Financing Strategy

In determining economic feasibility, Respondents may take into account all available non-DCHA sources of funding (e.g., tax credits, etc.) or other private or federal assistance that may benefit the project. DCHA does not intend to provide subsidy to fill any funding gaps or project shortfalls. Respondents should provide:

- i. The equity commitment to the project and the timing/disbursement of that commitment;
- ii. A proposed project financing strategy, including a listing of all anticipated sources of construction and permanent financing (including interest rates; amortization type and period; ex-ante return on assets and equity, and internal rate of return; covenants; coverage ratios; and all other relevant information);
- iii. Detailed description of which, if any, federal government funding sources the Respondent intends to attract to the project;
- iv. Satisfactory evidence of Respondent's ability to secure project debt and equity, including commitment letters from prospective lenders and investors.

This element of the evaluation is worth thirty (30) points.

### **E.3.5 Experience & References (20 points)**

Offerors will be evaluated based on their demonstrated experience relating to the following:

- Developing CCHP, CHP and back-up energy generation projects with collective generation capacity of over one (1) megawatts to commercial operations.
- Engineering, Installing, Operating and Servicing both backup and prime mover equipment
- Demonstrate Offeror has factory trained technicians and support for any technical or operations and maintenance issues that may arise.
- Offerors senior management personnel's experience in structuring and developing such projects and bringing such projects into commercial operations on time.

If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation is worth twenty (20) points.

## **SECTION F- APPENDICES, EXHIBITS AND ATTACHMENTS**

### **F.1 APPENDICES**

**APPENDIX 1:** Langston Terrace Site Assessment

### **F.2 EXHIBITS**

**EXHIBIT 1** Pricing Proposal, Production and System Specification Form

**EXHIBIT 2** Experience Form

**EXHIBIT 3** Form of Offer Letter

**EXHIBIT 4** Exceptions to Terms and Conditions

### **F.3 ATTACHMENTS**

Attachment A General Conditions for Non-Construction Contracts

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 Representations, Certifications and Other Statements of Respondents

Attachment H Statements of Respondents 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 Woman-Owned Banks

Attachment N Wage Determination

## **APPENDIX 1:     LANGSTON TERRACE SITE ASSESSMENT SITE INFORMATION & REQUIREMENTS**

### **Langston Site Visit 2/3/15**

#### **PLANT TOUR**

- Existing defunct coal/oil/gas fired boiler owned by District of Columbia Housing Authority (DCHA). It is to be developed into a clean energy showcase for the city of DC and is supported by the DCHA and DC's mayor.



- The electricity will first serve Langston Terrace housing needs. Excess generation will be allocated to other DCHA sites at the wholesale generation level (at PJMs LMP rate). This approach has been discussed with Direct Energy (DCHA's commodity provider).
- Heat recovery will be used to serve Langston's heating and cooling needs via a new four pipe system and thermal storage. Cooling provided by an absorption chiller.



- Street access is available from the north (see layout below)
- Main boiler room is approx. 50'x60'. Height is approximately 27ft. Elevation drops about 3.5' at 2/3 way across boiler room (from left to right below)
- Coal storage 26x22, located underground behind main boiler room, shown below.
- Underground next to coal storage 10x26 (marked as A.S. below)
- Gas enters the bldg. on the west side, ~4" main line, abandoned (blue star below).
- Main PEPCO service – 15kV - enters on the southeast side, below ground (yellow lightning bolt). Has dedicated circuit for the boiler room (230V) and 15kV service to the 2 main transformers for the site. 1 Main electric meter.
- Water service enters on SE side of building above substation, has new meters (>3" line) (blue cloud below)
- Sewer location not confirmed but believed to be in close proximity other main utilities
- Micro-grid for uninterruptible power is currently in project scope



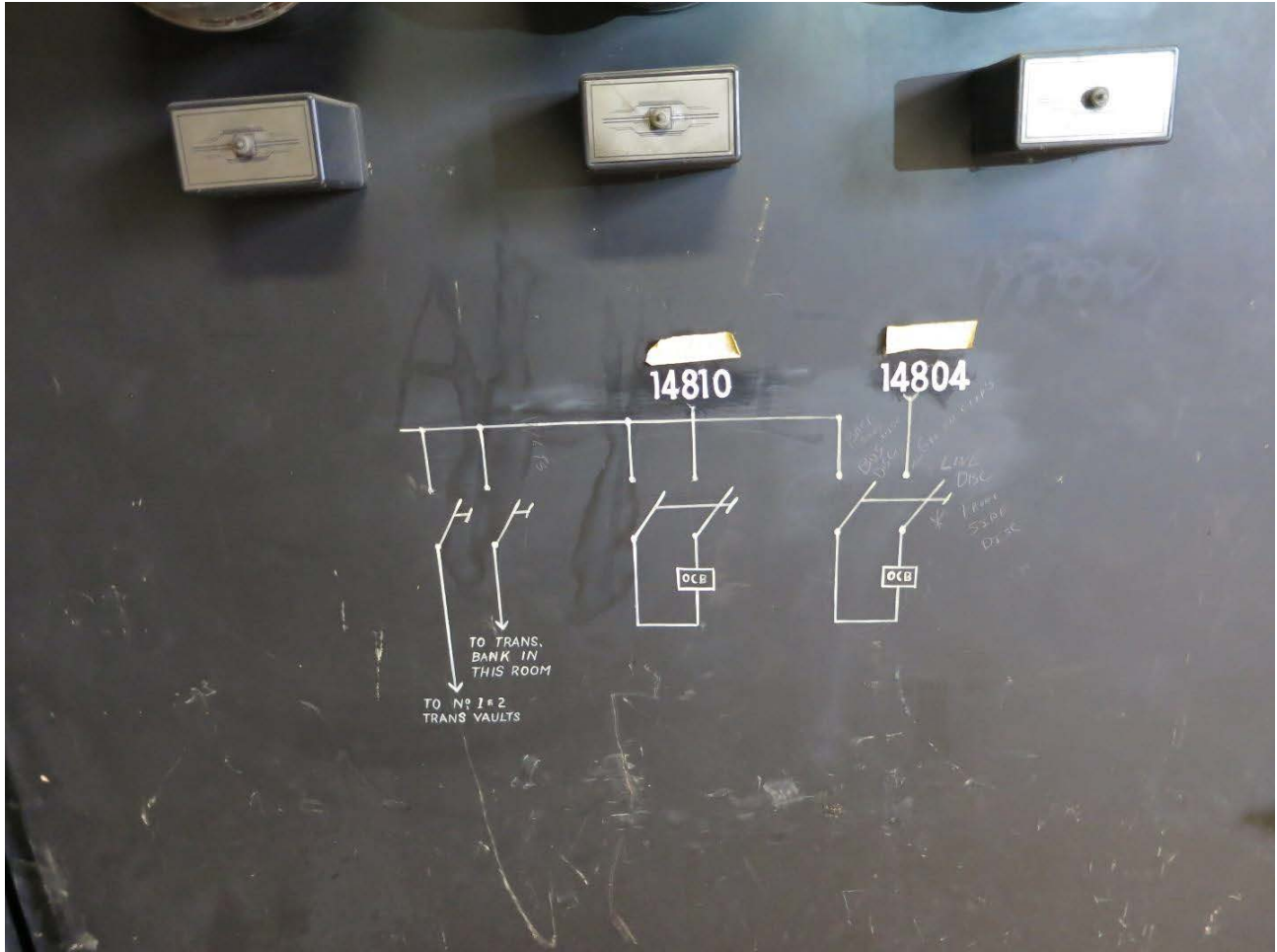
### Electric main

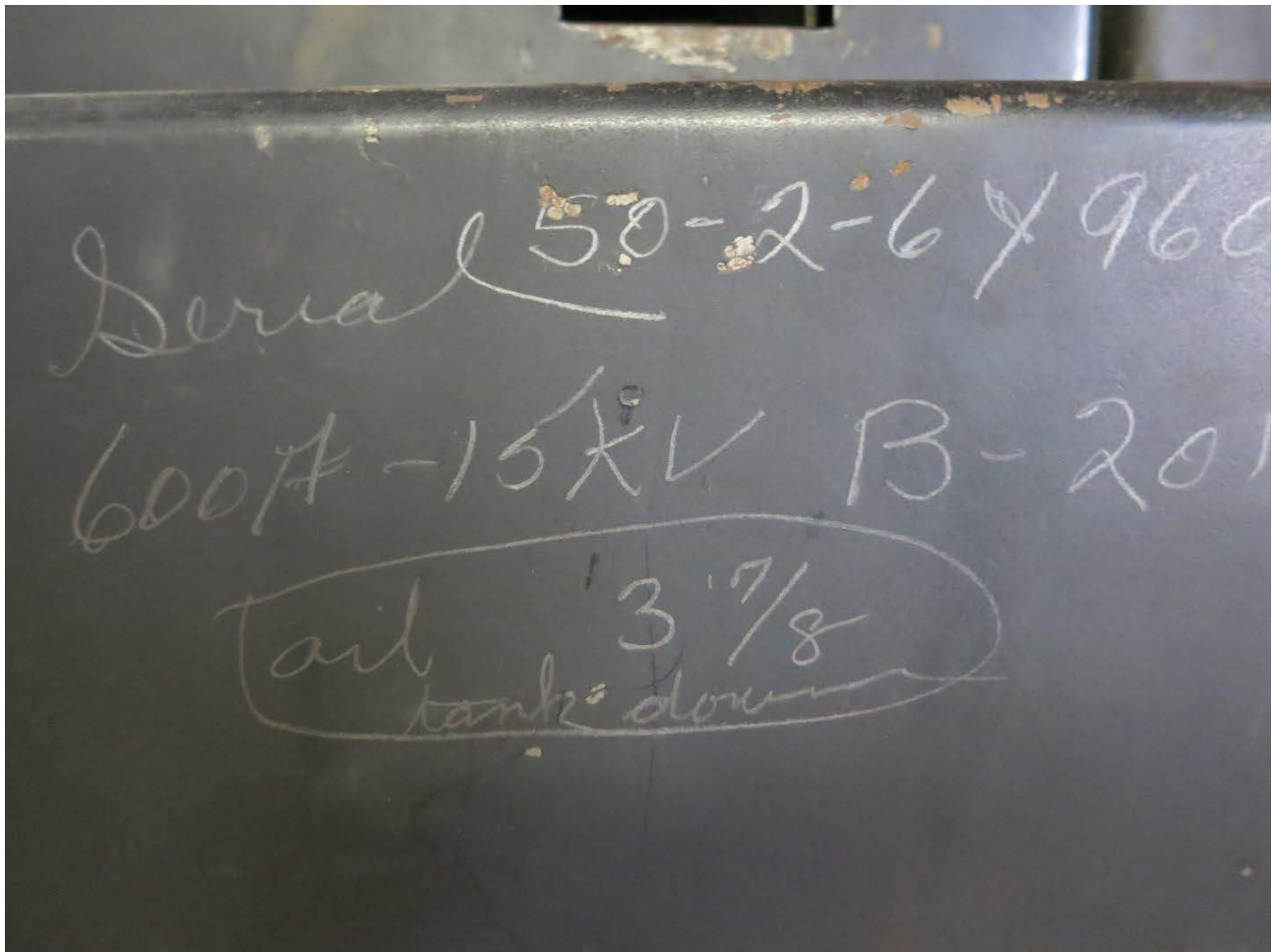
Located below grade and has been observed to flood; very old infrastructure (circa 1950s); 15kV with one meter for the boiler plant, rest looks like switched for 15kW pass thru to the 2 local substation transformers located on the Langston site















Gas main



Water main



**EXHIBIT 1: PRICING PROPOSAL, PRODUCTION AND SYSTEM  
SPECIFICATION FORM**

[CCHP Langston\Exhibit 1 Pricing Proposal Production and  
System Specification Form.xlsx](#)

Complete yellow highlighted fields in Exhibit 1 tables and submit in Excel format

## **EXHIBIT 2: EXPERIENCE FORM**

The Authority reserves the right to verify all information provided in this Experience Form. Offeror ("Prime Firm") will be automatically disqualified if all sections are not completed.

### **PART I: INFORMATION ABOUT THE PROJECT TEAM**

1. Provide the contact information for the Prime Firm. Also briefly describe the role of the Prime Firm.

Prime Firm Name:  
Role of Prime Firm:  
Prime Contact Person:  
Prime Address: \_\_\_\_\_  
Prime Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Prime Email Address: \_\_\_\_\_  
Federal Tax ID (EIN): \_\_\_\_\_  
Date Incorporated: \_\_\_\_\_  
LSDBE Certification ID: \_\_\_\_\_  
Size of Business Entity in DC: \_\_\_\_\_

2. Identify and provide contact information for all other firms associated with designing, building and/or operating and maintaining the Projects (excluding PPA investor and/or other financing firms if a separate organization) with which your firm may partner or subcontract. Identify, and if necessary, describe each firm's role (e.g., project integrator, system designer, construction management, post construction operations and maintenance, etc.). If needed, please add additional pages.

#### **Firm 1.**

Entity Name:  
Role of Entity:  
Contact Person:  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Year first CCHP project completed: \_\_\_\_\_

**Firm 2.**

Entity Name:  
Role of Entity  
Contact Person:  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Year first CCHP project  
completed:

**Firm 3.**

Entity Name:  
Role of Entity  
Contact Person:  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Year first CCHP project  
completed:

**Firm 4.**

Entity Name:  
Role of Entity  
Contact Person:  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Year first CCHP project  
completed:

**Firm 5.**

Entity Name:  
Role of Entity  
Contact Person:  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Year first CCHP project  
completed:

## PART II: ESSENTIAL REQUIREMENTS FOR THE PROJECT TEAM

NOTE All questions below MUST be answered. Information provided will be used in the RFP evaluation for qualified offerors.

1. Has the Prime Firm provided a list of five (5) project references for which at least one team member from Part I has participated as part of a project team, which totals at least one (1) MW?

☐ Yes ☐ No

If yes, please provide the following summary and reference information on these projects:

### Project Experience Summary Table

	# Projects	kW	Financing Type
District of Columbia			
Mid-Atlantic			
National			
Other			
<b>TOTAL</b>			

#### Project 1

Location: \_\_\_\_\_

Size (kW): \_\_\_\_\_

Client: \_\_\_\_\_

Client Type (Commercial, \_\_\_\_\_

Government, Other): \_\_\_\_\_

Client Financing Type: \_\_\_\_\_

Project Contact Name: \_\_\_\_\_

Project Contact Email: \_\_\_\_\_

Project Contact Phone: \_\_\_\_\_

List partner firm(s) and role from \_\_\_\_\_

Part I that worked on this project: \_\_\_\_\_

#### Project 2

Location: \_\_\_\_\_

Size (kW): \_\_\_\_\_

Client: \_\_\_\_\_

Client Type (Commercial, \_\_\_\_\_

Government, Other): \_\_\_\_\_

Client Financing Type: \_\_\_\_\_

Project Contact Name: \_\_\_\_\_

Project Contact Email: \_\_\_\_\_

Project Contact Phone: \_\_\_\_\_

List partner firm(s) and role from \_\_\_\_\_

Part I that worked on this project: \_\_\_\_\_

**Project 3:**

Location: \_\_\_\_\_  
Size (kW): \_\_\_\_\_  
Client: \_\_\_\_\_  
Client Type (Commercial,  
Government, Other): \_\_\_\_\_  
Client Financing Type: \_\_\_\_\_  
Project Contact Name: \_\_\_\_\_  
Project Contact Email: \_\_\_\_\_  
Project Contact Phone: \_\_\_\_\_  
List partner firm(s) and role from  
Part I that worked on this project: \_\_\_\_\_

**Project 4:**

Location: \_\_\_\_\_  
Size (kW): \_\_\_\_\_  
Client: \_\_\_\_\_  
Client Type (Commercial,  
Government, Other): \_\_\_\_\_  
Client Financing Type: \_\_\_\_\_  
Project Contact Name: \_\_\_\_\_  
Project Contact Email: \_\_\_\_\_  
Project Contact Phone: \_\_\_\_\_  
List partner firm(s) and role from  
Part I that worked on this project: \_\_\_\_\_

**Project 5:**

Location: \_\_\_\_\_  
Size (kW): \_\_\_\_\_  
Client: \_\_\_\_\_  
Client Type (Commercial,  
Government, Other): \_\_\_\_\_  
Client Financing Type: \_\_\_\_\_  
Project Contact Name: \_\_\_\_\_  
Project Contact Email: \_\_\_\_\_  
Project Contact Phone: \_\_\_\_\_  
List partner firm(s) and role from  
Part I that worked on this project: \_\_\_\_\_

2. Has the client for at least one of the projects listed above been a public sector agency or operated as a residential or campus housing facility located in the Mid- Atlantic region?

☐ Yes ☐ No

3. Has the **Prime Firm**, listed above in Part I, been regularly and continuously engaged in the business of providing CCHP, or CHP energy generation and backup systems for at least five (5) years?

☐ Yes ☐ No

4. Does the **Prime Firm**, listed above in Part I, have experience with at least three (3) completed and operational installations of CCHP, or CHP energy generation and backup systems at multi-family housing or public housing / campus facilities?

☐ Yes ☐ No

5. Has the **Construction Management Entity**, listed above in Part I (if different from the Prime Firm), and completed at least three (3) operational installations of CCHP, or CHP energy generation and backup systems at municipal at multi-family housing or public housing / campus facilities? (If the Construction Management Entity is the Prime Firm, please answer, *Yes*).

☐ Yes ☐ No

6. Does the Prime Firm or one of the entities listed above in Part I hold any active and relevant contractor licenses in the District of Columbia?

☐ Yes ☐ No

If Yes, provide Contractor's District of Columbia Contractors License Number, the name under which license is held, and expiration date:

Name of License Holder: \_\_\_\_\_  
District of Columbia Contractors License Number: \_\_\_\_\_  
License Type: \_\_\_\_\_  
Expiration Date of License: \_\_\_\_\_  
Role of Licensed Holder in Project Team (Part I): \_\_\_\_\_

7. Does the Post Construction Operations and Maintenance Entity, listed above in Part I, have experience with at least three (3) completed and operational installations of CCHP, or CHP energy generation and backup systems at municipal or at multi-family housing or public housing / campus facilities?

☐ Yes ☐ No

### **PART III: FINANCING PARTNERS**

A requirement of the Prime Firm is the submission of a minimum of one (1) Letter of Interest from PPA financial investor (“Financier”) which has successfully delivered projects. Alternatively, if the offeror “self-finances” and does not use outside financier, please provide a letter that demonstrates the sufficiency of your self-financing.

NOTE: Offeror will be automatically disqualified if the answer to questions 1 – 3 below is “No.”

1. Has the Prime Firm submitted one (1) Letter of Interest from Financier or a letter regarding self-financing?

☐ Yes      ☐ No

2. Has the financier submitted Letter of Interest or the Prime Firm (if self-financing) successfully financed at least three (3) operational projects in the past five (5) years?

☐ Yes      ☐ No

If yes, please identify reference projects (add additional pages if needed):

#### **Financier #1 or Prime Firm**

##### **Project Financing 1**

Location: \_\_\_\_\_  
Size (kW): \_\_\_\_\_  
Client: \_\_\_\_\_  
Client Financing Type: \_\_\_\_\_  
Project Contact Name: \_\_\_\_\_  
Project Contact Email: \_\_\_\_\_  
Project Contact Phone: \_\_\_\_\_  
Prime Firm: \_\_\_\_\_  
Financing Firm Contact: \_\_\_\_\_

##### **Project Financing 2**

Location: \_\_\_\_\_  
Size (kW): \_\_\_\_\_  
Client: \_\_\_\_\_  
Client Financing Type: \_\_\_\_\_  
Project Contact Name: \_\_\_\_\_  
Project Contact Email: \_\_\_\_\_  
Project Contact Phone: \_\_\_\_\_  
Prime Firm: \_\_\_\_\_  
Financing Firm Contact: \_\_\_\_\_

### Project Financing 3

Location: \_\_\_\_\_  
Size (kW): \_\_\_\_\_  
Client: \_\_\_\_\_  
Client Financing Type: \_\_\_\_\_  
Project Contact Name: \_\_\_\_\_  
Project Contact Email: \_\_\_\_\_  
Project Contact Phone: \_\_\_\_\_  
Prime Firm: \_\_\_\_\_  
Financing Firm Contact: \_\_\_\_\_

3. Does Prime Firm have experience with at least five (5) in development or completed power purchase agreement contracts with total contracts representing at least fifteen million (\$15,000,000.00) in project construction costs?

☐ Yes      ☐ No

### PART IV: PRIOR EXPERIENCE

NOTE: Prime Firm will be automatically disqualified if the answer to any of questions 1 - 7 is "Yes." All questions below MUST be answered.

1. Has the Prime Firm or any of the partners listed above that are associated with designing, building and/or operating and maintaining the projects ever defaulted on a design, construction or operations and maintenance contract?

☐ Yes      ☐ No

2. Within the last five (5) years, has a surety firm completed a contract on behalf of the Prime Firm or any of its partners listed above, or paid for project completion because one of the members was in default?

☐ Yes      ☐ No

3. At the time of submitting this Form, has the Prime Firm or any of its partners listed above been ineligible to bid on or be awarded a public works contract, or perform as a sub-contractor on a public works contract due to District of Columbia Labor Code?

☐ Yes      ☐ No

4. At any time during the last five (5) years, has the Prime Firm or any of its partners listed above been convicted of a crime involving the awarding of a contract of a government construction project, or a crime relating to the bidding or performance of a government contract?

☐ Yes      ☐ No

5. Has the Prime Firm or any of the non-financial partners listed above, including any of their owners or officers, ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?

☐ Yes ☐ No

6. Has the Prime Firm or any of the non-financial partners listed above, including any of their owners or officers, ever been convicted of a crime involving any federal, state, or local law related to construction?

☐ Yes ☐ No

7. Has the Prime Firm or any of the non-financial partners listed above, including any of their owners or officers, ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

## PART V: CERTIFICATION

I, the undersigned, am authorized to make this verification on behalf of the Prime Firm,

\_\_\_\_\_. I have read the foregoing Form. I am familiar with its contents and, based upon information available to me, the contents are true and correct. I declare under penalty of perjury under the laws of the District of Columbia that the foregoing is true and correct.

Executed at		,		on	
	(City)		(State)		(Date)

(Signature)

(Printed Name)

(Firm)

(Title)

### **EXHIBIT 3            FORM OF OFFER LETTER**

[Offeror's Letterhead]

[Insert Date]

Attn:

Reference:     Request for Proposals  
                 On-Site CCHP Power Purchasing Agreement at Langston Terrace

Dear:

On behalf of [INSERT NAME OF BIDDER] (the "Offeror"), I am pleased to submit this proposal in response to the above-referenced Request for Proposals (the "RFP") issued by the District of Columbia Housing Authority (the "Authority"). The Offeror has reviewed the RFP and the attachments thereto, and any addenda thereto (collectively, the "Bid Documents") and has conducted such due diligence and analysis as the Offeror, in its sole judgment, has deemed necessary in order to submit its proposal in response to the RFP. The Offeror's proposal and the cost components set forth on the attached spreadsheet are based on the Bid Documents as issued and assume no material alteration of the terms of the Bid Documents. (Collectively, the proposal and the cost components on the attached spreadsheet are referred to as the "Offeror's Bid".)

The Offeror's Bid is based on and subject to the following conditions:

1.        The Offeror agrees to hold its proposal open for a period of at least one hundred twenty (120) days after the close of this solicitation.
2.        The Offeror represents that, based on the information set forth in the Bid Documents, the prices set forth in the Offeror's Bid represent prices at which the Offeror would be willing to enter into a transaction with the Authority. The Offeror acknowledges that the Offeror's Bid is one of the factors the Authority will use to award this Solicitation.
3.        Both the Offeror and the undersigned represent and warrant that the undersigned has the full legal authority to submit this bid form and bind the Offeror to the terms of the Offeror's Bid. The Offeror further represents and warrants that no further action or approval must be obtained by the Offeror in order to authorize the terms of the Offeror's Bid.

4. The Offeror and its principal team members hereby represent and warrant that they have not: (i) colluded with any other group or person that is submitting a proposal in response to the RFP in order to fix or set prices; (ii) acted in such a manner so as to discourage any other group or person from submitting a proposal in response to the RFP; or (iii) otherwise engaged in conduct that would violate applicable anti-trust law.

5. The Offeror hereby certifies that neither it nor any of its team members have entered into any agreement (written or oral) that would prohibit any contractor, subcontractor or sub-consultant that is certified by Authority from participating in the work if another company is awarded the contract.

6. This bid form and the Offeror's Bid are being submitted on behalf of [INSERT FULL LEGAL NAME, TYPE OF ORGANIZATION, AND STATE OF FORMATION FOR THE OFFEROR].

Sincerely,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

**EXHIBIT 4****EXCEPTIONS TO TERMS AND CONDITIONS****PPA Exceptions, Clarifications, Amendments****Offeror Name:**

List below requests for clarifications, exceptions and amendments, if any, to the RFP and associated Bid Documents, and submit with your bid response.

The Authority is under no obligation to accept any exceptions and such exceptions may be a basis for bid disqualification.

*\*Print additional pages as necessary*

Reference to:			Description
Page No.	Section	Item No.	
<b>p. 23</b>	<b>D</b>	<b>1.c.</b>	<i>Offeror takes exception to...</i>



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

# General Conditions for Non-Construction Contracts

## Section I – (With or without Maintenance Work)

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

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

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.

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## 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

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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. 1/31/2017)

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; A

- (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). 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. 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

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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 CREDIT AFFIDAVIT**



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

Name of Organization \_\_\_\_\_

Address \_\_\_\_\_

Principal Officers: \_\_\_\_\_

Business Telephone # \_\_\_\_\_

Finance & Revenue Registration # \_\_\_\_\_

Federal Identification # \_\_\_\_\_

DUNS # \_\_\_\_\_ Contract # \_\_\_\_\_

Un-employment Insurance Account # \_\_\_\_\_

I hereby certify that:

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

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

The Department of Finance and Revenue also requires:

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

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

\_\_\_\_\_  
Signature of Person Authorized

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

Notary: DISTRICT OF COLUMBIA, as:

Subscribe and sworn before me this \_\_\_\_\_ Day of \_\_\_\_\_  
Month and Year

\_\_\_\_\_  
Notary Public  
My Commission Expires



## **ATTACHMENT "C"**

### **NON-COLLUSIVE AFFIDAVIT**



## NON-COLLUSIVE AFFIDAVIT

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_ being first duly sworn, deposes and says:

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

Signature of:

\_\_\_\_\_  
(Bidder, if the bidder is an Individual)

\_\_\_\_\_  
(Partner, if the bidder is a Partnership)

\_\_\_\_\_  
(Officer, if the bidder is a Corporation)

Subscribe and sworn to before me  
This \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_\_.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Notary Public)



## **ATTACHMENT "D"**

### **CERTIFICATE OF ELEGIBILITY**



## 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

\_\_\_\_\_  
Notary Public



# **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 Compliance Division on (202) 535-1212.

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**(SAMPLE STATEMENT)**

(Bidder/Respondent 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

\_\_\_\_\_  
CONTRACT NO.

\_\_\_\_\_  
DATE

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## 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

\_\_\_\_\_  
CONTRACT NO.

\_\_\_\_\_  
DATE



## 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

one of each

Multi-establishment Employer:

2. ( ) Consolidate Report  
3. ( ) Headquarters Unit Report  
4. ( ) Individual Establishment Report (submit  
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
					a.
Address (Number and Street)	City or Town	County	State	Zip Code	b.
b. Employer Identification No.					
2. Establishment for which this report is filed					OFFICIAL USE
a. Name of establishment					c.
Address (Number and Street)	City or town	County	State	Zip Code	d.
b. Employer Identification No.					
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?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="checkbox"/> Did not report last year		<input type="checkbox"/> Reported on combined basis	
Is the major business activity at this establishment the same as that reported last year?		<input type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="checkbox"/> Did not report last year		<input type="checkbox"/> Reported on combined basis	
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).			
<input type="checkbox"/> YES <input type="checkbox"/> 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  
☐ENTERPRIZE ZONE  
CONTRACTING AGENCY: \_\_\_\_\_ CONTRACT COMPLIANCE PERSON \_\_\_\_\_  
CAPTION: \_\_\_\_\_

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Solicitation No. \_\_\_\_\_

Name of Contractor \_\_\_\_\_

**ONE YEAR PROJECTED GOALS AND TIMETABLES FOR EQUAL OPPORTUNITIES**

MINORITY GROUP EMPLOYEES GOALS									
JOB CATEGORIES	Male				Female				Projected Timetable Date
	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									
<b>TOTALS</b>									
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



**ATTACHEMENT "F"**  
**PAYMENT TO SUBCONTRACTORS AND**  
**SUPPLIERS CERTIFICATE**



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, N.E.  
Washington, D.C. 20002

I hereby certify:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

\_\_\_\_\_  
Signature of Official

\_\_\_\_\_  
Title



# **ATTACHMENT "G"**

## **REPRESENTATION, CERTIFICATION, AND OTHER STATEMENTS OF BIDDERS**



**THE DISTRICT OF COLUMBIA HOUSING AUTHORITY**

**REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENT OF BIDDERS**

**1. CERTIFICATION 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, and consultation, communication, or agreement with any 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 participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.**
-

NAME

TITLE

NAME

TITLE

NAME

TITLE

[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.

(d) Non-collusive affidavit

Each bidder shall execute, in the forms provided by DCHA, 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 the date may render the bid non-responsive. No contract award will be made without a properly executed affidavit.

## **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, which 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 DCHA employee, the Executive Director or officer, to give consideration or to act regarding a DCHA 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 (b)(1) or (b)(2) above is affirmative, the bidder shall make an immediate and full written disclosure to the DCHA Contracting Officer.

(d) Any misrepresentation by the bidder shall give the DCHA the right to (1) terminate the contract; (2) at its discretion, deduct from contract payment 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, (Limitation on use of appropriated funds to influence certain federal contracting and financial transactions) United States Code, are incorporated by reference in paragraph (b) of this certification.

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

1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer, the Executive Director, or employee of any agency, a member of Congress, and 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 appropriate 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" attached hereto; 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 expenditure prohibited under this provision or who fails to file or amend the disclosure forms 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.

#### 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 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 the award. If it is later determined that the bidder knowingly or want only 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 DCHA 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 DCHA requires a minimum acceptance period of 60 calendar days from date of bid opening. If the award is delayed by a required approval of another governing agency, then the acceptance period shall be 120 days.
- (d) In the space provided immediately below, bidders may specify a longer acceptance period than the DCHA minimum requirement. The bidder allows the following acceptance periods: \_\_\_\_\_ calendar days.
- (e) A bid allowing less than the DCHA minimum acceptance period will be rejected.
- (f) The bidder agrees to execute all that is 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 Section 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. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts exceeding \$10,000)**

(a) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other waiting 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.

(b) 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.

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- (c) 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 OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES.**

A Certification of Non-segregated 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.

**9. 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, national origin, or disability.
  - (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, national origin, or disability. Such action shall include, but not 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 Contract 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, national origin, or disability.
  - (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, as the rules, regulations, and orders of the Secretary of labor.
  - (g) The Contractor shall furnish all information and reports required by Executive order 11245, as amended, Section 503 of the Rehabilitation Act of 1973, 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, regulations, 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 procedures authorized in Executive Order 11246, as amended. In addition, sanction may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and order 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 subcontract or purchase 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; providing 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 interest of the United States.

**10. CLEAN AIR AND WATER CERTIFICATION (applicable to contracts exceeding \$100,000)**

- (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 DCHA 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 ©, in every nonexempt subcontract.

**11. BIDDER'S SIGNATURE**

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

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

PRINTED NAME \_\_\_\_\_

TITLE \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

COMPANY ADDRESS \_\_\_\_\_

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# **ATTACHMENT "H"**

## **STATEMENT OF BIDDERS**

### **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? \_\_\_\_\_

11. If so, where and why? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
12. Have you ever refused to sign a contract at your original bid? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 If yes, explain \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
13. 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> |
|-------------|-------------------|-----------------------------|-------------------------|
| _____       | _____             | _____                       | _____                   |
| _____       | _____             | _____                       | _____                   |
| _____       | _____             | _____                       | _____                   |
| _____       | _____             | _____                       | _____                   |
| _____       | _____             | _____                       | _____                   |
| _____       | _____             | _____                       | _____                   |
| _____       | _____             | _____                       | _____                   |
14. Furnish written evidence of amount and type of credit available.
15. Attach a Financial Statement no more than six months old.
16. Will you, upon request, fill out a detailed Financial Statement and furnish any other information that may be required by the Housing Authority? \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
17. 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 \_\_\_\_\_, 20\_\_\_\_ 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 \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_  
(Date)



**ATTACHMENT "I"**  
**CERTIFICATION OF ADHERENCE TO**  
**SECTION 3 CLAUSE**



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

## Certification of Adherence to Section 3 Clause

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

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

\_\_\_\_\_ A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

\_\_\_\_\_ B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

\_\_\_\_\_ C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

\_\_\_\_\_ D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any



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**



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

## Section 3 Contractor Compliance Agreement

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

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

(address of contractor) \_\_\_\_\_.

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



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

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

The undersigned parties agree to comply with the following provisions:

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



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

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



*The District of Columbia Housing Authority  
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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.



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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

Dear:

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](mailto:jdoe@abc.com)

Regards,

John Doe  
President  
ABC Company, Inc.

**SECTION 3 COMMITMENT  
ESTIMATED PROJECT WORKFORCE BREAKDOWN**

**SOLICITATION # \_\_\_\_\_**

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

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

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

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

\_\_\_\_\_  
Company

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**ATTACHMENT "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  
1301-9<sup>TH</sup> STREET, N.W.  
WASHINGTON, D.C. 20001  
WILLIAM B. FITZGERALD, PRESIDENT  
(202) 628-5500
  
3. WASHINGTON FIRST BANK  
1146-19<sup>TH</sup> 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

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## 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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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## **ATTACHMENT "N"**

### **WAGE DETERMINATION**

WD 05-2103 (Rev.-16) was first posted on www.wdol.gov on 07/14/2015

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210

Daniel W. Simms	Division of	Wage Determination No.: 2005-2103
Director	Wage Determinations	Revision No.: 16
		Date Of Revision: 07/08/2015

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

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

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29

01320 - Service Order Dispatcher	16.98
01410 - Supply Technician	28.55
01420 - Survey Worker	20.03
01531 - Travel Clerk I	13.29
01532 - Travel Clerk II	14.36
01533 - Travel Clerk III	15.49
01611 - Word Processor I	15.63
01612 - Word Processor II	17.67
01613 - Word Processor III	19.95
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41

12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	

15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08
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
28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 2)	25.19
30621 - Weather Observer, Senior (see 2)	27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98

31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90
31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per month

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

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

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey

data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

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

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

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

#### \*\* UNIFORM ALLOWANCE \*\*

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage

determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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

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

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

#### Conformance Process:

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

The process for preparing a conformance request is as follows:

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

and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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

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

6) The contractor informs the affected employees.

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

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

General Decision Number: DC150003 09/18/2015 DC3

Superseded General Decision Number: DC20140003

State: District of Columbia

Construction Type: Residential

County: District of Columbia Statewide.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Davis-Bacon Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/02/2015
1	01/09/2015
2	09/18/2015

ASBE0024-008 10/09/2013

	Rates	Fringes
ASBESTOS WORKER: HAZARDOUS		
MATERIAL HANDLER.....	\$ 20.86	5.46

Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems

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ELEV0010-001 01/01/2015

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 41.09	28.385+a+b

a. PAID HOLIDAYS: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, Christmas Day and the Friday after Thanksgiving.

b. VACATIONS: Employer contributes 8% of basic hourly rate for 5 years or more of service; 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

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\* PLUM0005-009 08/01/2015

	Rates	Fringes
PLUMBER.....	\$ 24.41	9.86+a

a. PAID HOLIDAYS: Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Memorial Day and the Fourth of July.

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PLUM0602-009 08/01/2014

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation).....	\$ 38.24	19.42+a

a. PAID HOLIDAYS: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and the day after Thanksgiving and Christmas Day.

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SUDC2009-004 05/27/2009

	Rates	Fringes
BRICKLAYER.....	\$ 20.71	0.00
CARPENTER, Including Drywall Hanging.....	\$ 17.43	2.37
CEMENT MASON/CONCRETE FINISHER...	\$ 18.72	0.00
DRYWALL FINISHER/TAPER.....	\$ 15.00	0.00
ELECTRICIAN.....	\$ 19.93	3.11
LABORER: Common or General.....	\$ 12.54	0.00

LABORER: Mason Tender for pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing, caulking and cleaning of new or replacement masonry, brick, stone and cement.....

	\$ 12.59	
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PAINTER: Brush and Roller.....	\$ 15.32	5.15
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POINTER, CAULKER, CLEANER, Includes pointing, caulking, cleaning of existing masonry, brick, stone and cement structures (restoration work); excludes pointing,

caulking, cleaning of new or  
replacement  
masonry, brick, stone or  
cement.....\$ 18.33

ROOFER.....\$ 26.33 0.00

SHEET METAL WORKER.....\$ 18.33 0.00

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WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

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Unlisted classifications needed for work not included within  
the scope of the classifications listed may be added after  
award only as provided in the labor standards contract clauses  
(29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification  
and wage rates that have been found to be prevailing for the  
cited type(s) of construction in the area covered by the wage  
determination. The classifications are listed in alphabetical  
order of "identifiers" that indicate whether the particular  
rate is a union rate (current union negotiated rate for local),  
a survey rate (weighted average rate) or a union average rate  
(weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed  
in dotted lines beginning with characters other than "SU" or  
"UAVG" denotes that the union classification and rate were  
prevailing for that classification in the survey. Example:  
PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of  
the union which prevailed in the survey for this  
classification, which in this example would be Plumbers. 0198  
indicates the local union number or district council number  
where applicable, i.e., Plumbers Local 0198. The next number,  
005 in the example, is an internal number used in processing  
the wage determination. 07/01/2014 is the effective date of the  
most current negotiated rate, which in this example is July 1,  
2014.

Union prevailing wage rates are updated to reflect all rate  
changes in the collective bargaining agreement (CBA) governing  
this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that  
no one rate prevailed for this classification in the survey and  
the published rate is derived by computing a weighted average  
rate based on all the rates reported in the survey for that

classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division

U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION