DISTRICT OF COLUMBIA HOUSING AUTHORITY
CONTRACTS AND PROCUREMENT ADMINISTRATION

SOLICITATION NO.

0002-2016

ISSUE DATE: November 9, 2015 CLOSING DATE: December 9, 2015

CAPTION: Pest Control Services Authority-Wide

REQUEST FOR PROPOSALS
PEST CONTROL SERVICES AUTHORITY-WIDE

SECTION A - GENERAL INTRODUCTION

The District of Columbia Housing Authority (DCHA) is responsible for administering several federal assistance programs designed to provide safe, decent and sanitary housing for the District of Columbia's low-income residents. DCHA seeks a qualified contractor to provide pest control services authority-wide, to eradicate the infestation of unwanted pests and to maintain a safe and healthy environment for the residents.

SECTION B – SCOPE OF SERVICES

B.1 DESCRIPTION OF SERVICES

Examples of work which may be required are listed below. Please note that this list is not intended to be exhaustive, nor to describe the work that must be provided by any one firm.

A. The contractor's service technician will perform a thorough inspection of the units and will provide treatment to all areas necessary to control and/or prevent infestations;

B. The contractor will ensure that all pesticides are applied in accordance with Federal, State and Local regulations and manufacturer's label directions;

C. The contractor will provide written instructions (brochures) for distribution to residents describing requirements for preparing units awaiting pest control treatment;

D. The contractor will provide services on a monthly, quarterly, or any other prescribed basis as dictated by the property; and

E. Pests will include all the normal bugs and rodents along with snakes, squirrels, bees, birds, termites, bed bugs, skunks, and raccoons.

B.2 SERVICE TO BE PROVIDED FOR THE UNITS

Include but not limited to:

The service is to be customized to handle all DCHA's pest control issues and designed to eliminate the entire population, not just foraging insects and rodents the contractor sees. The contractor's technicians will place bait stations and/or pesticide gel in locations where insects/rodents live and forage in order to discourage reoccurrence of infestation. However, care must be taken to prevent health hazards or unpleasant odors resulting from decomposing bodies in inaccessible or hidden areas.

The service will be broken down into phases: immediate corrective action; initial service; callbacks and service cards.

a) IMMEDIATE CORRECTIVE ACTION

Rodents inside the units will be caught using mechanical traps as well as other types of traps, as necessary. Glue traps are not to be used unless specifically requested by DCHA. Insect monitors will be placed in areas likely to be providing harborage for insect pest (trash rooms, boiler room, pump rooms, etc.). A service and sanitation report of the facility, including existing pest problems in addition to any structural deficiencies will be submitted within seven (7) days of the immediate corrective action. A response time within four (4) hours of the initial call is required for situations posing immediate health or safety risks.

b) INITIAL SERVICE

Kitchen – Service will include the following:

1. Place bait stations and/or gel beneath refrigerator where the motor is located, and in corners. Place bait stations and/or gel underneath and in corners of tables.
2. Place bait stations and/or gel on the back side of kitchen cabinet shelves and/or at the base of cabinets.
3. Place bait stations and/or gel on the back side and underneath sinks.
4. Place bait stations and/or gel on the back side and underneath freezers.
5. Place bait stations and/or gel underneath and in corners of counters.
6. Integrated Pest Management (IPM) techniques (http://www2.epa.gov/agriculture), such as caulking will be used around electrical outlets, window seals, etc. to exclude insects from these areas.
7. IPM techniques, such as vacuum, will be used to physically remove any pockets of roaches or other insects.

Rest Rooms

1. Gel will be placed in cracks and crevices around window seals, electrical outlets, etc.
2. Gel will be placed behind the plumbing collars under the sinks and commodes.
3. IPM techniques, such as vacuum, will be used to physically remove any pockets of roaches or other insects.
4. The contractor's technician will return and inspect all interior rodent/insect control devices within seven (7) days of treatment.
5. When rodent/insect activity has been corrected, all rodent/insect control devices will be removed.

Bedrooms – Service will include the following:

1. Gel will be placed underneath and in corners of dressers.
2. Gel will be placed underneath and in the back side of dresser drawers.
3. Gel will be placed in cracks and crevices of baseboards.
4. Gel will be placed in cracks and crevices of door molding.
5. Gel will be placed underneath and in corners of night stands.
6. Gel will be placed on the back side of pictures, mirrors or other handing material.
7. Gel will be placed in cracks and crevices around the window frames.
8. IPM techniques, such as vacuum, will be used to physically remove any pockets of roaches or other insects.

Common Areas in the rest of the Building

All areas outside of the units will be given a complete inspection and treatment. During the initial service phase, the Contractor will utilize both non-residual for identifying current pest problems, and residual pesticides for controlling or preventing possible infestations in areas such as the lobby, meeting rooms, recreational and vending areas. During phase two, the Contractor will perform a complete re-inspection of these areas and renew its residual barriers in order to prevent any re-infestations.

Interior – Rodent Control

1. A complete inspection will be performed for rodent activity within each unit.
2. Mechanical traps will be used for interior rodent control only when infestations are discovered.
3. The contractor's technician will return and inspect all interior rodent control devices within seven (7) days.

Exterior – Rodent Control

1. Appropriate bait stations will be provided in accessible areas on the exterior of the facility.
2. The Contractor technicians will inspect for conditions conducive to rodent harborage and recommend appropriate actions.

c) CALL BACKS–Call backs will be performed by the Contractor on a case-by-case basis, when necessary, to alleviate the risk of contamination or other potential health risks.

d) SERVICE CARDS– The Contractor service team will provide written documentation of service by leaving a contractors service card at the management office and inside each unit receiving service.

B.3 GENERAL REQUIREMENTS–DISTRICT OF COLUMBIA HOUSING AUTHORITY (DCHA)

To alleviate the risk of contamination, DCHA will notify the residents of pending pest control service by distributing service notices and contractor-provided instructions for unit preparation.

The DCHA will arrange access to the units scheduled for service the day prior to the agreed upon service date. In addition, the DCHA may require the Contractor's technicians be accompanied by a DCHA person for access purposes. For most family properties, the technician will not be accompanied by DCHA personnel.

SECTION C- INSTRUCTIONS, CONDITIONS AND NOTICE TO RESPONDENTS

C.1 GENERAL

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

C.2 SUBMISSION OF PROPOSALS QUESTIONS/INQUIRIES

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

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

Please copy all inquiries sent to the Contracting Officer to the Contract Specialist responsible for this RFP, LaShawn Mizzell-McLeod, by email at lmmcleod@dchousing.org. Inquiries must be submitted no later than 12:00 noon, Friday, November 20, 2015.

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

C.3 SUBMISSION DATE

All proposals must be received no later than 11:00 a.m. on **Wednesday, December 9, 2015**. Proposals shall be submitted one (1) original and five (5) copies. Proposals shall be submitted in sealed envelopes marked **"RFP No. 0002-2016 Pest Control Services Authority-Wide"**.

C.4 CONTENT OF PROPOSALS

All proposals shall be submitted in two parts: Technical and Price. Respondents shall submit one original and five (5) copies of both the Technical and Price proposals, prepared in such format and detail as to enable DCHA to make a thorough evaluation thereof and to arrive at a sound determination as to whether the respondent can meet the requirements set forth in this RFP. The technical proposal shall not contain any pricing information.

Proposals shall be organized as follows:

C.4.1 Package No. 1 (Technical Proposal) shall contain:

1) Management Approach
2) Past experience including references
3) Capability of the Respondent
4) Staffing Plan/Personnel Qualifications
5) Minority/Woman/Certified Business Enterprise (M/WBE) Equity Plan
6) References
7) Section 3 Experiences and Section 3 Plan
8) List of at least two (2) properties where the firm is currently performing services
9) Certifications/Attachments

C.4.2 Package No. 2 shall contain price proposals only.

C.5 TECHNICAL PROPOSAL

Detailed information about the requirements of each part is listed below:

C.5.1 **Management Approach**

Discuss your firm's approach to customer service and delivery in performance of this contract including the organization of the firm, number of personnel to be assigned, coordination, follow-up, and cooperation with DCHA staff.

C.5.2 **Past Experience**

a) To what extent does the Respondent satisfactorily demonstrate experience in meeting the goals and objectives of the RFP. Provide evidence that clearly demonstrates past performance.

b) Provide a listing of similar contracts performed during the last three years. Give name and address of contact person, position, and telephone number for each. Include experience with other public housing authorities and/or other residential/commercial facilities.

c) Discuss and give examples of your familiarity, involvement, and application of technical specifications and standardization of janitorial services.

C.5.3 Capability of the Respondent

Discuss the capability of your firm, including financial capability, number and locations of services similar to the scope outlined in this solicitation.

C.5.4 Staffing Plan/Personnel Qualifications

Describe and identify the proposed staffing plans and personnel qualification to perform the required tasks.

C.5.5 Minority/Woman/Certified Business Enterprise (M/WBE) Equity Plan

a) Respondents should submit narrative information about its policies, plans, activities and accomplishments in creating a diverse workforce, both in its legal and administrative support staffs. The narrative should also indicate any experience utilizing Minority and Women-owned business enterprises and to what extent minorities and women are included in the team that will advise DCHA.

b) Describe the diversity profile of the firm's shareholders or partners, of counsel and associates. Please include a description of how women and minorities hold positions of leadership in the Respondent's firm, including any history of such participation.

C.5.6 References

Provide a list of at least three (3) but no more than six (6) past or current projects similar to the project outlined in the subject solicitation. The list must include the name and location of the project, the role of the team (or team member) in the project, and the name, complete mailing address, telephone number and email address of the person most familiar with the work performed.

C.5.7 Section 3 Experience and Section 3 Plan

Describe the Respondent's experience with compliance with HUD Section 3 requirements and the results achieved. Review Section 3 requirements outlined in Section D.8 of this solicitation and complete the "Action Plan for Section 3 Commitment" *and* an "Estimated Project Workforce Breakdown" as outlined in that section. Minimally 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, the type of jobs to be provided and the number and type of training opportunities to be provided; (3) Provide a detailed description of the 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. Describe in detail, the type of service to be provided. The narrative should clearly describe the results achieved in the Respondent's experience in hiring and training Section 3 residents.

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

C.5.8 List of at least two (2) properties where the firm is currently performing services

C.5.9 **Certifications/Attachments**

Attach the following completed certification forms:

Attachment A, General Conditions for Non-Construction Contracts
Attachment B, Tax Certification Affidavit
Attachment C, Non-Collusive Affidavit
Attachment D, Certification of Eligibility
Attachment E, Contract Compliance Requirements
Attachment F, Payment to Subcontractors and Suppliers Certificate
Attachment G, Representations, Certifications and Other Statements of Bidders
Attachment H, Statements of Bidders Qualifications
Attachment I, Section 3 Compliance Documents
Attachment J, Conflict of Interest Certification
Attachment K, Wage Determination
Exhibit #1, Cost Proposal
Exhibit #2, U.S. Department of Housing and Urban Development/Integrated Pest Management
Exhibit #3, HUD/Integrated Pest Management and Safe Removal of Bed Bugs

C.6 PRICE PROPOSALS

C.6.1 This section must include complete cost and price information for specified services. Submissions must include a schedule of costs/prices.

C.6.1.1 Price proposal including:
The personnel to be used in performance of the contract shall be identified and their rates shall be supported by supplying the following:

1) Direct salary rates;
2) Overhead rates;
3) General and Administrative rates, if any;
4) Profit or fee

C.6.1.2 Fair Price Statement: Provide a statement that your firm warrants the prices quoted are not in excess of those charged non-governmental clients for the same services performed by the same individuals.

C.6.1.3 The Respondent is fully responsible for controlling its cost of performing the contract and for properly pricing each project task. No price increases will be permitted for any alleged miscalculations of the basic project task dollar amounts. These amounts shall include all allowable costs related to the performance of this contract, such as labor, overhead, profit, travel, materials, all equipment, facilities, telephone services, etc.

C.6.2 The DCHA will perform a cost analysis of the Respondent's cost proposal. The cost analysis will allow DCHA to determine the reasonableness of the proposed contract cost.

C.6.3 Travel in the metropolitan area shall not be reimbursed. The metropolitan area includes the District of Columbia; and the counties of Montgomery and Prince George's in Maryland; the cities of Alexandria, Falls Church and Fairfax in Virginia, and the counties of Arlington, Fairfax, Prince William and Loudon in Virginia.

C.7 COMPLETE PROPOSALS

Complete proposals will be evaluated based on established evaluation criteria. Upon the completion of the review process, the Evaluation Panel will submit its recommendation(s) of Respondents that are deemed the most overall technically qualified.

C.8 MANNER OF AWARDS

The Contracting Officer's Technical Representative ("COTR") shall review the Evaluation Panel's recommendation and make the final selection from the finalist(s) recommended as determined to be in the best interests of DCHA. The DCHA may award a contract upon the basis of the initial responses received, without discussion. Therefore, each initial Proposal should contain the Respondent's best and final terms from a cost and technical standpoint. Proposals shall represent the best efforts of the Respondents and will be evaluated as such. Proposal should set forth full, accurate, and complete information as required by this RFP.

C.9 RETENTION

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

C.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 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 proposal;
2. The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the RFP was caused by mishandling by the DCHA after receipt; or
3. The proposal is the only proposal received.

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

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

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

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

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

The prospective Respondent must demonstrate to the satisfaction of the Contracting Officer, its capability to perform fully the contract requirements in all respects.

Therefore, the prospective Respondent shall furnish any reasonable information requested by the Contracting Officer in order to determine its ability to perform.

C.15 SIGNING OF OFFERS

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

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

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

C.16 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, D.C. Code §2-531 *et seq.* (FOIA), provides for the disclosure of public information upon request. Specifically, the law provides that "any person has the right to inspect, and, at his or her discretion, to copy any public record of a public body except as expressly exempted by [the Act]." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic date 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 under the Freedom of Information Act.

C.17 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; 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.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.

SECTION D - CONTRACT TERMS

D.1 TERM OF CONTRACT

The period of performance under this contract shall be thirty-six (36) months from the date of award.

D.2 TYPE OF CONTRACT

This is a firm-fixed price contract for services as outlined in the Scope of Services. The Contractor shall provide all specified items required by the DCHA.

D.3 TIME

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

D.4 INSURANCE

The successful Respondent at its expense shall obtain the minimum insurance coverage set forth below and keep such insurance in force throughout the contract period. All insurance provided by the Respondent in this section shall set forth the District of Columbia Housing Authority as an additional insured **(as applicable)**.

The Respondent shall carry and pay for:

MINIMUM INSURANCE REQUIREMENTS
BASIC COVERAGE
Commercial General Liability (GL):
Per Occurrence: $2,000,000
Aggregate: $4,000,000
Products and Completed Operations: $2,000,000
Personal/Advertising Injury: $1,000,000
Automobile Liability: $1,000,000 per occurrence
Workers' Compensation: The contractor should contact their insurer for the appropriate liability limit.
Employer's Liability: This coverage is not available to employees if Worker's Compensation applies (*see* 32 DC Official Code § 1504). If and when Employer's Liability insurance applies, however, the minimum requirements are as follows:
Each Accident: $500,000
Employee Disease: $500,000
Disease-Policy Limit: $500,000
ADDITIONAL COVERAGE
(Requirements to be determined depending on the contract.)
Umbrella or Excess Liability:
$2,000,000 to 5,000,000+ (depending on contract)
3rd Party Crime Insurance:
Per Occurrence for Each Wrongful Act: $50,000 + (depending on contract)
Sexual Abuse & Molestation (GL):
Per Occurrence : $1,000,000+ (depending on contract)
Aggregate: $1,000,000+ (depending on contract)

With respect to (i) and (ii) above; the insurance policies shall be endorsed to name DCHA as an additional insured and must be in place before the execution of any contract awarded from this Solicitation. In-force insurance is a condition precedent to any contract awarded subsequent to this Solicitation. Respondent shall also do the following:

(a) The Respondent shall provide DCHA with a Certificate of Insurance as evidence of the limits of coverage described above;
(b) In the event the Respondent's insurance expires after the execution of the contract, the Respondent shall provide DCHA with copies of renewal certificates 30 days prior to the expiration date of the expiring coverage;
(c) The Respondent's insurance contracts shall require the insurance company to notify the DCHA in the event of a substantial change in coverage during the policy term;
(d) The Respondent shall be insured by companies authorized to do business and in good standing in the District of Columbia, on such conditions, and with such beneficial interest appearing thereon as shall be acceptable to the DCHA.

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

D.5 METHOD OF COMPENSATION

D.5.1 Monthly Payment of Services:

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

D.5.2 Submission of Payment Requests

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

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

b. Proper invoices shall contain the following information:

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

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

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

D.6 AFFIRMATIVE ACTION PROGRAM

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

D.7 SECTION 3 REQUIREMENTS

All Contractors shall comply with the Section 3 Program, as defined in the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3), amended by the Housing and Community Development Act of 1992 (1992 Act commonly known as and herein after as the Section 3 Program). Section 3 compliance requires all Contractors performing work on behalf of the DCHA or any of its subsidiaries to ensure that training, employment, contracting and other economic opportunities generated by the Federal financial assistance shall, to the greatest extent feasible, be directed toward low-income and very-low-income persons, particularly those who are recipients of government assistance for housing. Our first priority will be to a DCHA resident or program participant. The minimum numerical goal for employment shall be equal to 10% of the total number of labor hours on this contract. A 2nd option for compliance under this act is to annually enroll Section 3 individuals totaling at minimum 30% to an Apprenticeship program. Another option is to subcontract to a Section 3 business concern. In accordance with the HUD regulations, 10% of the subcontract may be awarded to Section 3 business concerns for construction and 3% of the subcontract may be awarded to section 3 business concerns for non-construction contracts. A 4th option for compliance is to propose a unique program that provides internships for residents or program participants or, provides pro bono services to DCHA program participants or Section 3 businesses. Cash donations to DCHA's Section 3 Fund are presented as a "last resort option" to Contractors who have exhausted all priority preferences and are unable to hire or train Section 3 individuals for the following reasons:

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

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

Contractors and subcontractors will:

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

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

DCHA recognizes that the Contractor seeks trainees and/or employees that meet certain requirements. In order to better facilitate this goal, all efforts to hire to meet the 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.

Examples of Opportunities

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

D.8 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

D.8.1 That the offer includes proprietary or confidential information that shall not be disclosed outside of DCHA and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the proposal;

D.8.2 That if a contract is awarded to the respondent, the D.C. Housing Authority shall have the right to duplicate, use or disclose the proprietary or confidential information to the extent provided in the contract;

D.8.3 That this restriction does not limit DCHA's right to use the proprietary or confidential information if it is obtained from another source without restriction; and

D.8.4 That the respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction.

D.8.5 The respondent shall not designate as proprietary or confidential information the name of the respondent, the proposal price, or any information that is not actually proprietary or confidential.

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

D.9 RESPONSIBLE CONTRACTORS

DCHA will award contracts only to responsible prospective contractors 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 as the Respondent's:

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, the DCHA may conduct site visits to the Respondent's office or facility to verify information contained in the proposal.

D.10 EMPLOYEE DISHONESTY INSURANCE AND INDEMNIFICATION

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

necessary insurance coverage acceptable to DCHA to comply with this indemnification requirement; provide evidence of such coverage to the DCHA, and such coverage shall be in place on or before the execution of this contract and as a condition to it.

D.11 RESPONDENT'S KEY PERSONNEL

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

D.12 FAIR HOUSING EQUAL OPPORTUNITY CLAUSE

During the performance of the contract, the 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.13 THE AMERICAN WITH DISABILITIES ACT OF 1990 (ADA)

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

D.14 SECTION 504 OF THE REHABILITATION ACT OF 1973 (AS AMENDED)

During the performance of the contract, the Respondent and all of its subcontractors shall comply with the Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against persons with disabilities in federally funded programs and activities. DCHA has entered into a Voluntary Compliance Agreement that requires a minimum of 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.C §794

D.15 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.16 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.17 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.18 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, in all instances, must pursue a remedy through the established administrative procedures of DCHA prior to pursuing a protest with the Federal agency. Guidelines and procedures that must be followed are presented herein.

DEFINITIONS

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

Executive Director. The Executive Director of DCHA.

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

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

PROCEDURES

1. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days of contract award by the Contracting Officer 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 clear and concise factual and legal grounds of the protest, including copies of relevant evidence or supporting documents, statutes, rules, regulations and/or policies violated, and the relief requested by Protester.

2. The Contracting Officer, upon receipt of the formal complaint, shall review the merits of the protest and render a decision, in writing, to the Protester. The response shall include a finding of facts based on information provided by the Protester and DCHA's knowledge of the circumstances, and shall include instructions for filing an appeal, if necessary. The Contracting Officer must respond to the formal complaint within fifteen (15) days of its receipt, except where the response time is otherwise stipulated in an agreement with the Protester directly related to the disputed issues.

3. If the Contracting Officer fails to respond to the formal complaint within the specified time period, or if the Protester disagrees with the decision rendered, then the Protester may submit an appeal to have the dispute resolved by the DCHA Executive Director. Such appeal must be in writing and made within fifteen (15) days of the date of the initial decision rendered by the Contracting Officer, or within fifteen (15) days after the expiration of the response time allotted. The Executive Director, or any designee, shall respond to any appeal submitted in a timely manner within fifteen (15) days of receipt of said appeal, except where the response time is otherwise stipulated in a contract with the Protester and directly related to the disputed issues.

4. If the Executive Director or designee fails to respond to a properly submitted protest within the allotted time, or the if Protester wishes to appeal the decision rendered, then the Protester may submit a formal request to have the dispute settled by the appropriate field office of the U.S. Department of Housing and Urban Development (HUD). Such request must be in writing and made within fifteen (15) days of receipt of the decision rendered by the Executive Director or designee, or within fifteen (15) days after the

expiration of the response time allotted to the Executive Director whichever is earlier. The field office of HUD will only review protests that meet one of the following criteria:

(I) Violation of Federal law or regulations and the standards of section 85.36, Code of Federal Regulations, title 24 (24 CFR, Part 85.36). Violations of local law will be under the jurisdiction of local authorities.

(II) Violation of DCHA's protest procedures delineated herein based on the failure of DCHA to review a complaint or protest.

5. All protests, except those directed to HUD, or local authorities, shall be addressed to the administrative offices of DCHA. The address of the administrative offices of DCHA is as follows:

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

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

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

7. DCHA shall, in all instances, promptly disclose information to the HUD Field office related to any protests or complaints. However, failure to promptly notify HUD of such matters does not relieve the Protester of compliance with the administrative procedures presented herein.

8. In the event the Protester disagrees with the decision rendered by the HUD Field Office and exhausted all administrative remedies, Protester may pursue any and all legal remedies available in a the Contract Appeals Board of the District of Columbia.

D. 19 BEST AND FINAL OFFERS

D.19.1 DCHA may award a contract upon the basis of initial offers received, without discussion. Therefore, each initial offer should contain the respondent's best terms from a cost and technical standpoint. However, if discussions are held with respondents, all respondents within the competitive range will be notified regarding the holding of discussions and will be provided an opportunity to submit written best and final offers ("BAFOs") at the designated date and time. If modification is submitted, it must be received by the date and time specified and is subject to the "Late Submission, Modifications and Withdrawals of Proposals" provisions of this solicitation.

D.19.2 After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in DCHA's best interest to do so. If discussions are opened, the Contracting Officer shall issue an additional request for best and final offers to all respondents still within the competitive range.

D.20 MCNAMARA - O'HARA SERVICE CONTRACT ACT

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

SECTION E - EVALUATION FACTORS FOR AWARD

E.1. EVALUATION OF PROPOSALS

E.1.1 DCHA reserves the right to reject any and all proposals determined to be inadequate or unacceptable. DCHA may award a contract upon the basis of initial offers received without discussions. Therefore, each initial offer should contain the respondent's best terms from a price and technical standpoint.

E.1.2 All proposals will be initially reviewed to determine compliance with the Proposal Format Requirements specified within this solicitation. Proposals, which do not comply with these requirements, may be rejected without further review.

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

E.2.1 The DCHA will make an award to the most responsible and responsive Respondent whose offer conforms to the solicitation and is most advantageous to the DCHA (i.e., that which represents the best value to the DCHA), cost or price and other factors considered. The proposed cost must be considered reasonable and must reflect the proposed technical approach.

E.2.2 The DCHA may award a contract to other than the lowest priced offer. In the event that two or more offers are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most responsive.

E.2.3 The DCHA may make multiple awards to ensure availability of a wide range of products or services.

E.2.4 The combined relative merit of the technical evaluation factors listed below will be more significant than cost or price in the selection of the Contractor.

E.3 EVALUATION FACTORS

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

The Evaluation Factors outlined below will be scored for each service proposed to be provided by the Firm. Firm must provide a response to Evaluation Factors A through E. The maximum points that shall be awarded for each of the Evaluation Factors are detailed and described below.

EVALUATION FACTORS (Maximum 170 Points)

No.	Criteria	Weight Factor
1	**Management Approach**	Maximum 25 Points
2	**Past Experience**	Maximum 30 Points
3	**Capability of Respondent**	Maximum 45 Points
4	**Staffing Plan/Key Personnel**	Maximum 25 Points
5	**Cost/Price** Hourly Rate(s) or Lowest Discounted (Government Rate) of proposed staff based on disciplines previously identified.	Maximum 25 Points
6	**Section 3** 1. *For non-construction contracts:* Proposes to have DCHA residents or program participants as interns. *For construction contracts:* Proposes to have DCHA residents or program participants as apprentices.* (2 pts.) 2. Demonstrated evidence of successful past performance with the fulfillment of Section 3 Commitments. (3 pts.) 3. Will hire DCHA residents or program participants for appropriate employment opportunities within the firm or any of its affiliated subcontractors. (4 pts.) 4. Proposes to provide funding for training for a DCHA resident or program participant. (3 pts.) 5. Will provide pro bono services to resident controlled companies or residents desiring to start a company either as a for-profit or non-profit entity. (2 pts.) 6. Proposes to subcontract supportive services to Section 3 businesses. (2 pts.) 7. Vendor submits a unique proposal that supports the requirement of Section 3 "to provide DCHA residents and program participants with training and/employment opportunities". (4 pts.)	Maximum 20 Points

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

BONUS EVALUATIONS (MAXIMUM 12.5 POINTS)

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

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

The following definitions apply for the DCHA Business Enterprise Designation

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

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

The points will be awarded in the following manner:

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

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

CBE PARTICIPATION..... **2.5 points**

DCHA will recognize the District of Columbia's CBE certification. In recognition of the District's CBE certification, the Authority will use the following CBE point system below to determine the number of points awarded to contractors with CBE certification. Please be advised that if one or more team members are a CBE, DCHA will only award points for one CBE team member. The point award will be based on the CBE with the highest number of preference points awarded by the District.

District of Columbia	D.C. Housing Authority
10-12 Preference Points	2.5 Preference Points
6-9 Preference Points	2.0 Preference Points
2-5 Preference Points	1.0 Preference Points

TOTAL MAXIMUM POINTS (to include Bonus Points) **182.5**

SECTION F-TIMETABLE (SELECTION PROCESS)

F.1. TIMETABLE

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

Advertise Date	November 8, 2015
Issuance of RFP	November 9, 2015
Deadline for Submission of Questions	November 20, 2015
Submission of Proposals	December 9, 2015
Board of Commissioners Committee Review	TBD
Board of Commissioners Review/Approval	TBD
Contract Award	TBD

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

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

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 01/31/2014)

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

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

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

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

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

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

(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.

(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:

(i) Award of the contract may result in an unfair competitive advantage; or

(ii) The Contractor's objectivity in performing the contract work may be impaired.

(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

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

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

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

(a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.

(b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.

(c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

(i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

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

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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

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

22. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract.

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 searing 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:

PROECT:

_____ 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 <u>One Year Projected Goals and Timetable for Equal Employment Opportunity.</u>

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 IPLEMENTING MAYROR'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

Multi-establishment Employer:
2. ( ) Consolidate Report
3. ( ) Headquarters Unit Report
4. ( ) Individual Establishment Report (submit one of each with 25 or more employees)
5. ( ) Special Report

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

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

					OFFICIAL USE
1. Name of Company which owns or controls the establishment for which this report is being filed.					a.
Address (Number and Street)	City or Town	County	State	Zip Code	b.

b. Employer Identification No.

					OFFICIAL USE
2. Establishment for which this report is filed					
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	ZipCode

b. Employer Identification No.

SECTION C-ESTABLISHMENT INFORMATION

Is the location of the establishment the same as that reported last year? ☐YES ☐NO
☐ Did not report last year ☐ Reported on combined basis

Is the major business activity at this establishment the same as that reported last year? ☐YES ☐NO
☐ Did not report last year ☐ 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).
☐YES ☐NO

DAS-44-404 (Replaces D.C. Form 2640-9 Sept. 74 which is obsolete)

CONTRACT NO. _____ CONTRACT AMOUNT: $_____

MBOC CERTIFICATION NO. _____ SET ASIDE: ☐YES ☐NO ☐LOCAL ☐SMALL ☐DISADVANTAGED
☐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 OPPORTUINITIES

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

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

_____
Signature of Company Official

_____
Title

LIST OF CERTIFIED MINORITY AND WOMEN-OWNED BANKS

1. INDUSTRIAL BANK OF WASHINGTON
   4812 GEORGIA AVENUE, N.W.
   WASHINGTON, D.C. 20011
   B. DOYLE MITCHELL, PRESIDENT
   (202) 722-2000

2. INDEPENDENCE FEDERAL SAVINGS BANK
   1301-9TH STREET, N.W.
   WASHINGTON, D.C. 20001
   WILLIAM B. FITZGERALD, PRESIDENT
   (202)628-5500

3. WASHINGTON FIRST BANK
   1146-19TH STREET, N.W.
   WASHINGTON, D.C. 20036
   SHAZA ANDERSEN, CHIEF EXECUTIVE OFFICER
   (202) 331-7031

4. PREMIER BANK
   1501 "K" STREET, N.W.
   WASHINGTON, D.C. 20005
   BORRIS ORCEV, PRESIDENT
   (202) 466-4090

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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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STATEMENT OF ACCEPTANCE AND EXCEPTIONS

The undersigned, by affixing his/her signature to this document, acknowledges that he had read and understands the terms, conditions, and other covenants as provided for in the Request for Qualifications (RFQ). The undersigned future agrees and understands that the proposal submitted herein is made under said terms, conditions, and other covenants, and shall abide by them, notwithstanding the exceptions listed herein. S/he states that s/he is an officer of the business entity named below, or has power of attorney to bind said business to the terms, conditions, and other covenants provided in the aforementioned documents, and agrees to perform in accordance therewith the agreed upon services.

_____
Name of Firm

_____
Address

_____ _____
Signature Title

_____ _____
Printed Name Telephone #

_____
Date

If you wish to state any exceptions to the terms, conditions, and other covenants stated in this proposal document, then please specify herein, include additional pages as necessary.
IMPORTANT: SOME EXCEPTIONS MAY BE CLASSIFIED AS NONRESPONSIVE BY THE AUTORITY AND THE PROPOSAL MAY BE REJECTED.

_____

_____

_____

_____

ATTACHEMENT "F"
PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATE

INVITATION NO:
PROECT:

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. CONTINEGENT 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 that 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 objectively 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, not 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 that 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 is does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that is 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.

(c) The bidder further agrees that (except where is 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_____

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.

Name	Background	Years in Contracting	Current Workload

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"
SECTION 3 CONTRACTOR COMPLIANCE AGREEMENTS

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

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

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 purpose of the Section 3 program is to ensure that employment and other economic opportunities generated by certain types of activities undertaken by DCHA with HUD funding are, to "the greatest extent feasible," directed to:
    a. Low and very-low income persons, particularly public housing residents and other DCHA Voucher Program participants; and
    b. Business concerns which provide economic opportunities to such persons; and,

- It is the policy of DCHA to continue to expand the mechanisms through which public housing residents, residents of surrounding communities, and Housing Choice Voucher Program participants can develop careers and generate income that can permanently sustain economic independence; and

- DCHA's implementation of the Section 3 Program provides a mechanism that will enable DCHA to require and help its contractors, subcontractors, vendors and suppliers to provide employment, training, and business opportunities for public housing residents, residents or surrounding communities, and Housing Choice Voucher Program participants; and

- The Section 3 Program promotes economic development through entrepreneurial, self-sufficiency and community reinvestment opportunities; and

- 24 C.F.R. § 135.30 (a) creates a "safe harbor" whereby recipients and covered contractors may demonstrate compliance with the "greatest extent feasible" requirement of Section 3 by meeting the listed numerical requirements.

The undersigned parties agree to comply with the following provisions:

1. **Section 3 Hiring Requirements.** Contractor agrees at least 30% of its aggregate new hires over a one year period shall be "Section 3 residents." The 30% minimum represents a safe harbor for hiring that meets the "greatest extent feasible" statutory requirement.

    a. In the event that Contractor fails to reach the 30% requirement, Contractor must provide a written justification of the impediments encountered and what actions or other economic opportunities, such as joint venturing, Contractor attempted in efforts to reach the requirement.
    b. Contractor must complete and record exit evaluations of "Section 3 Resident" employees for each job assignment completed.
    c. New hires are subject to contractor's standard employment policies. Moreover, Contractor can hire an applicant to work on the job site or within Contractor's office/plant, etc. The work does not have to be directly related to the contract in question.

2. **Section 3 Contracting Requirements.** Contractor agrees to meet the minimum Section 3 contracting requirements as a safe harbor that meets the "greatest extent feasible" statutory requirement as follows:

    a. For contracts for building trades work for maintenance, repair, modernization or development, Contractor agrees to award contracts of at least 10% of the total dollar amount of contracts or subcontracts to "Section 3 Businesses".

    b. For all other covered contracts, Contractor agrees to award contracts of at least 3% of the total dollar amount of contracts or subcontracts to "Section 3 Businesses".

    c. In the event that the Contractor fails to meet these minimum numerical requirements, Contractor must demonstrate in writing why it was not feasible to meet the numerical requirements, including actions taken and any impediments encountered as well as other economic opportunities that were provided in the absence of meeting the requirement.

    d. Contractors must differentiate between labor and non-labor (materials and supplies) dollars so that the amount of Section 3 dollars to be expended can be determined. This must be completed within five (5) days after the execution of the contract. Service contractors' total contract amount will be used as their labor dollars in determining the Section 3 dollar amount to be expended unless supplies/materials must also be purchased for this contract; in such case that amount is deducted.

    e. Contractors must complete the forms included in the bid packets and are further required to submit monthly reports of all payments made to Section 3 subcontractors. If no payment is made in a given month, it must be noted and discussed with the Section 3 Coordinator.

3. **Eligible Section 3 Subcontractors.** A database of eligible "Section 3 Businesses" and suppliers will be developed and maintained by the DCHA Office of Administrative Services. This database will be continually updated and made available upon request to Contractor. The database contains the names, addresses and telephone numbers of "Section 3 Businesses" and suppliers, basic firm descriptions, lists of projects completed, references, bonding capacity, union affiliation and certification.

4. **Joint Ventures.** DCHA encourages joint ventures with "Section 3 Businesses" as a means of complying with the requirements of Section 3. In addition to performing the work, joint ventures will help Section 3 businesses strengthen their internal

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

a. Section 3 joint venture is an association of business concerns, one of which is a "Section 3 Business". The joint venture must be formed by a written joint venture agreement that must be submitted to the Office of Administrative Services and the Section 3 Coordinator for confirmation that it meets Section 3 requirements.

b. Under the terms of the joint venture agreement, the "Section 3 Business" must be responsible for a clearly defined portion of the work and hold management responsibilities. The "Section 3 Business" must perform at least 25% of the work and be contractually entitled to a proportionate share of the compensation.

5. **Section 3 Compliance Procedures.** If Contractor fails to meet the Section 3 hiring and/or contracting requirements, DCHA may determine it to be non-compliant. If DCHA determines that Contractor is non-compliant, DCHA shall serve written notice of its determination of non-compliance on Contractor or its representatives. Contractor shall be responsible for notifying any subcontractor or supplier who is not in compliance.

   a. Corrective Plans – Upon request of DCHA, Contractor agrees to meet with the Section 3 Compliance Coordinator and any other appropriate representative from DCHA within three (3) working days of the written notice in order to determine a Plan for correcting the deficiencies and determining the time period within which such remedy shall be effected.

   b. If a remedy is not agreed upon within three (3) days of the required notice, the Section 3 Compliance Coordinator shall prescribe the remedy by which deficiencies shall be corrected and notify Contractor in writing of such determination.

6. **Sanctions.** If Contractor does not correct the deficiencies in the manner prescribed within thirty (30) calendar days, the Contracting Officer may impose the following sanctions:

   a. Withholding payments on contracts; and/or
   b. Canceling and suspending contracts; and/or
   c. Placing Contractor on list of contractors who fail to comply with the DCHA's Section 3 requirements.

7. **Section 3 Reporting Procedures.** Contractor agrees to submit monthly Section 3 Status Reports to the Office of Administrative Services.

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 AUTHORTY

By: _____
Cheryl Moore
Interim Contracting Officer

The District of Columbia Housing Authority
1133 North Capital 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

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

ABC COMPANY, INC.

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

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

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

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

Dear Ms. Martz:

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

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

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

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

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

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

Regards,

John Doe
President
ABC Company, Inc.

SECTION 3 COMMITMENT
ESTIMATED PROJECT WORKFORCE BREAKDOWN

SOLICITATION NO. _____

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

_____
Company

_____
Name of Authorized Signatory

_____
Signature

_____
Date

ATTACHMENT "J"
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 "K"
WAGE DETERMINATION

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

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director Division of Wage Determinations	Wage Determination No.: 2005-2103 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.

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 Equpment 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

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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 ordance, (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 ordance, 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 ordance, 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.

EXHIBIT #1
COST PROPOSAL

EXHIBIT #1

COST PROPOSAL

First Year

Unit Size	Monthly Fee	Quarterly Fee	Semi-Annual Fee	Tri-Annual Fee
Efficiency Unit	$	$	$	$
One Bedroom Unit	$	$	$	$
Two Bedroom Unit	$	$	$	$
Three Bedroom Unit	$	$	$	$
Four Bedroom Unit	$	$	$	$

Second Year

Unit Size	Monthly Fee	Quarterly Fee	Semi-Annual Fee	Tri-Annual Fee
Efficiency Unit	$	$	$	$
One Bedroom Unit	$	$	$	$
Two Bedroom Unit	$	$	$	$
Three Bedroom Unit	$	$	$	$
Four Bedroom Unit	$	$	$	$

Third Year

Unit Size	Monthly Fee	Quarterly Fee	Semi-Annual Fee	Tri-Annual Fee
Efficiency Unit	$	$	$	$
One Bedroom Unit	$	$	$	$
Two Bedroom Unit	$	$	$	$
Three Bedroom Unit	$	$	$	$
Four Bedroom Unit	$	$	$	$

Emergency Service Fee $_____

First Year

Unit Size	Unscheduled Service Fee
Efficiency Unit	$ _____
One Bedroom Unit	$ _____
Two Bedroom Unit	$ _____
Three Bedroom Unit	$ _____
Four or More Bedroom Unit	$ _____

Second Year

Unit Size	Unscheduled Service Fee
Efficiency Unit	$ _____
One Bedroom Unit	$ _____
Two Bedroom Unit	$ _____
Three Bedroom Unit	$ _____
Four or More Bedroom Unit	$ _____
Emergency Service Fee	$ _____

Third Year

Unit Size	Unscheduled Service Fee
Efficiency Unit	$ _____
One Bedroom Unit	$ _____
Two Bedroom Unit	$ _____
Three Bedroom Unit	$ _____
Four or More Bedroom Unit	$ _____

Other Pest Control Services (on an as needed basis)

Type of Service	Service Fee
Termite Control	$ _____
Bird Control	$ _____
Bee Control	$ _____
Bed Bug Control	$ _____
Other: Snakes, Squirrels, Raccoons, Skunks, etc.	$ _____
Common Areas Inside Building	$ _____
Exterior Rodent Control	$ _____

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EXHIBIT #2
HUD/INTEGRATED PEST MANAGENT

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

SPECIAL ATTENTION OF:
Regional Directors; State and Area Coordinators; Public Housing Hub Directors; Program Center Coordinators; Troubled Agency Recovery Center Directors; Special Applications Center Director; Administrators; Offices of Native American Programs; Public Housing Agencies; Public Housing; Housing Choice Voucher/Section 8; Tribally Designated Housing Entities; Indian Tribes; Resident Management Corporations

NOTICE: PIH-2011-22

Issued: April 26, 2011

Cross Reference:
24 CFR 903.7(e) (2)
24 CFR 990.165
7 U.S.C. 136r-1 Integrated Pest Management
This Notice Supersedes
PIH Notice 2009-15, PIH Notice 2008-24, PIH Notice 2007-12

Subject: Promotion of Integrated Pest Management (IPM) as an environmentally-sound, economical and effective means to address a major resident concern.

1. **Purpose.** The purpose of this Notice is to promote and encourage the use of IPM by Public Housing Authorities (PHAs), Indian tribes, Tribal Designated Housing Entities (TDHEs), and owner/agents providing assistance through the HCV program. This notice provides guidance to Public Housing Authorities (PHAs) on the benefits of IPM, additional technical assistance and training opportunities for PHAs. Pest management is integral to the provision of safe and sanitary housing. In accordance with 24 CFR 903.7 (e) (2), PHAs must include in their PHA plans a description of any measures necessary for the prevention or eradication of pest infestations. IPM is an ecological approach using an array of methods to prevent and control pests with reduced reliance on pesticides. Procedures contained within this notice remain in effect until superseded by subsequent HUD Directive or guidance.

2. **Applicability.** This notice applies to PHAs administering the public housing and project based Section 8 program, and may be of interest to Indian tribes/TDHEs as well as owners/agents providing assisted housing through the Housing Choice Voucher (HCV) Program. The decision to use IPM techniques in their ongoing pest control effort is under PHA, Indian tribes/TDHE discretion. 24 CFR 990.165(a) covers cost associated with Project Expense Level (PEL) such as maintenance expenses. IPM is a maintenance expense.

3. **Background.** The goal of IPM as defined by the Environmental Protection Agency (EPA) is to control pests by the most economical long term means, and with the least possible hazard to people, property, and the environment. To undertake IPM, project managers should be committed to ongoing or continuous monitoring and record keeping, educational outreach to residents and staff as well as implementing good communication strategies between residents and building managers. IPM methods include: restricted pest access to

food/water; vigilant sanitation and waste management; mechanical control; physical barriers; structural maintenance; and, where necessary, the judicious use of pesticides.

4. **Fundamentals of IPM.** IPM efforts must involve PHA staff, contractors, residents, and include:

    a. Communicating the PHA's IPM policies and procedures to be provided in the appropriate format to meet the needs of all residents including persons with limited English proficiency and in formats that may be needed for persons who are visually or hearing impaired. This applies to administrative staff, maintenance personnel, and contractors as well.
    b. Identifying the environmental conditions that lead to pests and educating residents.
    c. Identifying pests and immediately reporting the presence of pests.
    d. Establishing an ongoing monitoring and record keeping system for regular sampling and assessment of pests, surveillance techniques, and remedial actions taken, include establishing the assessment criteria for program effectiveness. This is a highly effective preventative measure that can help reduce the possibility of a pest infestation outbreak.
    e. Determining, with the involvement of residents, the pest population levels – by species – that will be tolerated, and setting thresholds at which pest populations warrant action.
    f. Improving waste management and pest management methods.
    g. Selecting the appropriate pesticides and insecticides to use. Some residents may suffer from Multiple Chemical Sensitivity or other Environmental Illnesses.
    h. Ongoing efforts to monitor and maintain structures and grounds (e.g., sealing cracks, eliminating moisture intrusion/accumulation) and adding physical barriers to pest entry and movement.
    i. Developing an outreach/educational program to ensure that leases reflect residents' responsibilities for: (1) proper housekeeping, which includes sanitation upkeep and the reduction of clutter, trash removal and storage, (2) immediately reporting the presence of pests, leaks, and mold, (3) cooperating with PHA specific IPM requirements such as obtaining permission of PHA management before purchasing or applying any pesticides, and (4) avoiding introduction of bed bugs and other pests into buildings on used mattresses and other recycled furniture. See "Preventing and Getting Rid of Bed Bugs Safely," New York City Department of Health and Mental Hygiene http://www.nyc.gov/html/doh/downloads/pdf/vector/bed-bug-guide.pdf
    j. Check with local health department to determine if your state has laws for re-used furnishings.
    k. The judicious use of pesticides when necessary, with preference for products that, while producing the desired level of effectiveness, pose the least harm to human health and the environment. Residents should notify PHA management before pesticides are applied.
    l. Providing and posting "Pesticide Use Notification" signs or other warnings.

5. **Health Concerns.** Pests may adversely impact the health of residents and contribute to worsening some diseases, such as allergies and asthma. Cockroaches can cause asthma in children and can transfer disease-causing organisms to food and surfaces they contaminate. Rodents, such as mice and rats, carry disease, can trigger asthma attacks and even cause fires by gnawing through electrical wires. Although bed bugs are not known to transmit infectious diseases, their bites can lead to secondary infections. Bed bugs can cause

emotional distress and sleep deprivation for residents as well. Bed bug infestations can spread quickly and must be treated aggressively. All pest control methods are targeted to protecting the health of residents and staff. Although applying pesticides may be effective in eliminating pest populations, many of these chemicals are associated with health and/or environmental risks, and their use should be minimized if alternative methods exist. This is especially important in buildings housing vulnerable age groups such as children or the elderly and in buildings housing residents with compromised immune systems or who may suffer from Multiple Chemical Sensitivity and other environmental illnesses. Therefore, IPM offers the potential to ensure efficacy of pest elimination while protecting the health of residents, staff and the environment.

6. **Building.** Most of the effective methods of pest elimination, including ongoing repairs, erection of barriers, and monitoring, will extend the useful life of a building and as a result generate significant savings that could offset the costs of the pest control. Many of these non-application methods, including structural maintenance, and inspecting for and repairing leaking pipes and cracks in roofs, walls, and windows are effective in preventing moisture intrusion and accumulation. Additionally, IPM-conscious PHAs assess the need to install physical barriers to both pest entry and pest movement within every structure thereby reducing the spread of pest infestations.

7. **Implementation.** HUD promotes IPM as a pest control method. IPM effectively eliminates pests in safer and long term cost-effective ways than traditional pesticide treatments. IPM frequently has proven to be more effective in reducing pest populations than relying solely on broadcast pesticides. The Boston Housing Authority (BHA) experienced approximately one-third reduction in pest related work orders over multiple years in multiple sites. BHA has maintained this reduction and now uses IPM in all its BHA maintained properties. Continuation of the IPM program after initial development cost is considered preventative maintenance expense and is an eligible program activity under the Public Housing Operating Subsidy as codified at 24 CFR 990.165. Successful IPM requires resident participation through proper housekeeping, reporting of pest infestations, and trash removal. Residents can monitor pest populations and assist in identifying how to eliminate access to food and water for pests. Resident organizations must be prepared to assist residents who need help to follow the IPM policy. HUD encourages PHAs to partner with local pest management organizations.

8. **Procurement of IPM Services.** If a PHA uses an outside contractor for pest control, the PHA's pest control/IPM policies and procedures should be incorporated into the specifications or statement of work for the pest management contract. PHAs using an outside contractor are encouraged to use companies that are trained and certified to provide IPM services either through Green Shield certified (http://www.greenshieldcertified.org/) or Green Pro (http://www.npmagreenpro.org/). The PHA should also consider training for maintenance staff, residents, Resident Councils as well as PHA administrative staff who oversee housing developments or administer occupancy and rental duties such as unit housekeeping inspections.

9. **PHA Maintenance Staff.** If a PHA uses its own maintenance staff for pest management, proper training in the PHA's IPM procedures is essential. It is especially critical to be trained in the proper treatments methods PHAs can use when treating for bed bugs. The contract administrator for any pest management contract should be trained as well. Successful results rely upon proper implementation; training is therefore of critical

importance. IPM training is available at: http://www.stoppests.org/ and http://www.healthyhomestraining.org/ipm/training.htm.

10. **Area of High Concern, Bed bugs.** As the number of bed bug infestations rise throughout the country, HUD is in the process of developing protocols to address this growing problem. HUD is addressing the unit inspection process as well as developing the tools necessary for PHAs to identify, treat and monitor the effectiveness of bed bug treatments in its portfolio. Identifying, reporting, treating and monitoring pest infestations are all critical components of IPM and are effective in addressing the bed bug problem.

11. **Reference Materials for Implementing IPM.** The below list of IPM practices does not constitute a HUD endorsement of any specific practice, but provides IPM ideas and practices that have been used to improve pest management while reducing unnecessary dependence on pesticides. HUD encourages PHAs, Indian tribes/TDHEs to share their policies, procedures, resident leases, and written case studies so that these may be published on the HUD website for others to read.

    a. National Center for Healthy Housing: http://www.healthyhomestraining.org/ipm
    b. Bed Bugs: "What's Working for Bed Bug Control in Multi-family Housing" http://www.healthyhomestraining.org/ipm/NCHH_Bed_Bug_Control_2-12-10.pdf http://pestworld.org/pest-world-blog/the-bed-bug-hub-one-stop-shop-for-bed-bug-information
    c. National Pesticide Information Center: http://www.npic.orst.edu/
    d. Integrated Pest Management (IPM), A Guide for Managers and Owners of Affordable Housing, Boston Public Health Commission: http://http://asthmaregionalcouncil.org/uploads/IPM/asthma_ipm_guide.pdf.
    e. U.S. Environmental Protection Agency:
        i. General IPM information http://www.epa.gov/opp00001/contolling/index.htm housing): http://www.epa.gov/pesticides/ipm
        ii. EPA staff contacts: http://www.epa.gov/pesticides/about/contacts.htm#ipm
        iii. List of EPA IPM publications and instructions for ordering documents: http://www.epa.gov/oppfead1/Publications/catalog/subpage3.htm
    f. Massachusetts Department Agriculture Resources – Building Managers and Landlords: http://www.mass.gov/agr/pesticides/docs/CIB_Building_Managers.pdf
    g. HUD funded "Healthy Public Housing Project" conducted by the Harvard School of Public Health In Boston Public Housing, HTTP://www.hsph.harvard.edu/hphi/
    h. Bed Bug Fact Sheets in English and Spanish produced by Dr. Dini Miller, http://www.vdacs.virginia.gov/pesticides/bedbugs-facts.shtml

12. **PHA Case Studies On IPM Application.**
    i. Cuyahoga Housing Authority: http://www.healthyhomestraining.org/ipm/Case_Study_Cuyahoga_10-20-07.pdf
    ii. Boston Housing Authority: http://www.http://www.healthyhomestraining.org/ipm/casestudy_holgate.pdf
    iii. New York City Department of Health, Columbia University and the New York City Housing Authority: http://www.beyondpesticides.org/dailynewsblog/?p=1604

13. For further information contact Leroy Ferguson at (202) 402-2411 or email at Leroy.Ferguson@hud.gov or you can contact the nearest HUD Field Office of Public Housing

within your state. Indian tribes and TDHEs should contact the nearest HUD Office of Native American Programs. Locations of these offices are available on HUD's website at http://www.hud.gov.

/s/

Sandra B. Henriquez, Assistant Secretary for
Public and Indian Housing

EXHIBIT #3
HUD/INTEGRATED PEST MANAGENT PREVENTION AND SAFE REMOVAL OF BED BUGS

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

SPECIAL ATTENTION OF:	NOTICE: PIH-2012-17
Regional Directors; State and Area Coordinators; Public Housing Hub Directors; Program Center Coordinators; Troubled Agency Recovery Center Directors; Special Applications Center Director; Administrators; Offices of Native American Programs; Public Housing Agencies;	Issued: February 28, 2012 Expired: This Notice remains in effect until amended, superseded, or rescinded
Housing; Housing Choice Voucher/Section 8; Tribally Designated Housing Entities; Indian Tribes; Resident Management Corporations	Cross References:

SUBJECT: Guidelines on Bedbug Control and Prevention in Public Housing

I. Purpose

Bedbug infestations have become a serious problem in housing throughout the country. Public Housing properties are not immune to infestations. This Notice provides information and references to best practices regarding the prevention and control of bedbug infestations. It also provides guidance on the rights and responsibilities of HUD, Public Housing Agencies (PHAs) and tenants with regard to bedbug infestations.

II. Background

After a long absence, bedbug infestations are a growing problem in the United States today. According to the United States Environmental Protection Agency (EPA), bedbug populations have increased dramatically. Bedbugs are considered a pest of significant public health importance by the EPA and the Centers for Disease Control and Prevention (CDC). Although the insects are not known to transmit disease, bites may itch and cause an allergic reaction in some people, which may lead to secondary infections. The presence of bedbugs may also contribute to stress or anxiety.

Experts suspect the resurgence is associated with greater international and domestic travel, lack of knowledge regarding the complex measures needed to prevent and control bedbugs, changes in pesticide availability and technology, and increased resistance of bedbugs to available pesticides. Bedbugs are not an indicator of poor sanitation, but excess clutter can provide them more places to hide, making early detection and targeted control

difficult.

HUD has received numerous reports of bedbug infestations in Public Housing properties in various regions. HUD is working closely with other federal agencies to develop and share best practices for preventing and controlling bedbugs.

III. Applicability

This notice applies to PHAs administering the public housing and project based Section 8 program. It may also be of interest to Indian tribes/TDHEs as well as owners/agents providing assisted housing through the Housing Choice Voucher (HCV) Program.

IV. Prevention of Bedbug Infestations

The best approach to bedbug management is to prevent an infestation from occurring in the first place. Federal agencies, such as EPA and HUD, are working in tandem to develop and share recommendations to prevent bedbug infestations.

PHAs are strongly encouraged to develop an Integrated Pest Management (IPM) Plan. Such plans describe the ongoing efforts the property management will take to prevent and respond to pests. For more details on IPM, please see the online guide at http://www.stoppests.org. According to the EPA, principles of IPM for bedbugs include:

- Raising awareness through education on prevention of bedbugs;
- Inspecting infested areas, plus surrounding living spaces;
- Checking for bedbugs in luggage and clothes when returning home from a trip;
- Looking for bedbugs or signs of infestation on secondhand items before bringing the items home;
- Correctly identifying the pest;
- Keeping records – including dates and locations where pests are found;
- Cleaning all items within a bedbug infested living area;
- Reducing clutter where bedbugs can hide;
- Eliminating bedbug habitats;
- Physically removing bedbugs through cleaning;
- Using pesticides carefully according to the label directions; and,
- Following up on inspections and possible treatments.

In addition or as part of an IPM plan, PHAs are strongly encouraged to take the following preventive steps:

- Provide training for staff to identify bedbugs, and to perform ongoing prevention actions as outlined in the IPM. When a community is at high risk for bedbugs (for example, if the community has experienced prior infestations), periodic building inspections are recommended.

- Actively engage residents in efforts to prevent bedbugs. Education and involvement of tenants is a critical component of IPM for bedbugs. Bedbugs may often go undetected and unreported and because they are active at night tenants may not be aware of their presence. PHAs may wish to hold workshops for tenants to learn to identify bedbugs, to create unfriendly environments for pests, and to report suspicions of bedbugs as soon as possible.

- Provide orientation for new tenants and staff, and post signs and handouts regarding bedbug prevention.

More information on bedbug prevention may be found by accessing the following websites:[1]

- **Healthy Homes Training:** *What's Working for Bedbug Control in Multifamily Housing?: Reconciling best practices with research and the realities of implementation.* http://www.healthyhomestraining.org/ipm/NCHH_Bed_Bug_Control_2-12-10.pdf.

- **National Pest Management Association Bedbug Hub**: http://pestworld.org/pest-world-blog/the-bed-bug-hub-one-stop-shop-for-bed-bug-information

- **National Pest Management Association Best Practices Website**: http://www.bedbugbmps.org

- **Environmental Protection Agency**: http://www.epa.gov/pesticides/bedbugs/

- **Public Housing Environmental Conservation Clearinghouse (PHECC)** http://www.hud.gov/offices/pih/programs/ph/phecc/pestmang.cfm

V. Addressing Infestations

The PHA should respond with urgency to any tenant report of bedbugs. Within 24 hours of the tenant report, the PHA should make contact with the tenant, provide the tenant with information about control and prevention of bedbugs and discuss measures the tenant may be able to take in the unit before the inspection is performed. However, a bedbug inspection and, if necessary, treatment, may take time to schedule. The PHA should endeavor to take appropriate action within a reasonable time period using the guidelines provided below.

[1] An additional resource for interested parties is the *Bedbug Handbook*. L.J. Pinto, R. Cooper, and S.K. Kraft, *Bedbug Handbook: The Complete Guide to Bedbugs and Their Control* (Mechanicsville, MD: S.K. Pinto & Associates, 2007).

Following a report of bedbugs, the PHA or a qualified third party trained in bedbug detection should inspect the dwelling unit to determine if bedbugs are present. It is critical that inspections be conducted by trained staff or third party professionals. Low level inspections may escape visual detection. For this reason, multiple detection tools are recommended. Recent research indicates that "active" bedbug monitors containing attractants can be effective tools for detecting early infestations. Some licensed pest control applicators use canine detection to verify the presence of bedbugs. The inspection should cover the unit reporting the infestation and no less than surrounding apartments consisting of the units above, below, left and right, and should be completed within three business days of a tenant complaint if possible. If reputable, licensed pest control companies are unattainable within three calendar days, the PHA is required to retain documentation of the efforts to obtain qualified services. If an infestation is suspected but cannot be verified using the methods described above, the PHA should re-inspect the unit(s) periodically over the next several months.

When an infestation is identified, the unit and surrounding units should be treated for bedbugs according to the IPM Plan. Chemical treatments are necessary, but not reliable. Therefore, encasement, interception devices, vacuuming, steaming, freezing and commodity or building heat treatments may be utilized as part of the bedbug control effort. Infestations are rarely controlled in one visit. Effective treatment may require two to three visits, and possibly more. The length, method and extent of the treatment will depend on the severity and complexity of the infestation, and the level of cooperation of the residents.

VI. Additional Considerations

PHAs may offer protective tools to residents to help safeguard properties from infestation and recurrences. For example, the PHA may offer residents bed covers, climb-up interceptors, or other detection or protection devices that may become available. PHAs may voluntarily offer to inspect tenants' furniture before move-in. PHAs may also offer tenants a service of non-chemical treatment of household items upon tenant move-in, non-chemical treatment or inspection of used furniture and/or non-chemical treatment of luggage before it is unpacked when a tenant returns from a trip. Tenants may voluntarily use such services, but PHAs may not require tenants to do so. These services or products are to be offered at the PHAs expense.

A PHA may not deny tenancy to a potential resident on the basis of the tenant having experienced a prior bedbug infestation, nor may give residential preference to any tenant based on a response to a question regarding prior exposure to bedbugs. A PHA may not charge a tenant to cover the cost of bedbug treatment; such costs should be covered by the PHA. HUD reserves the right to approve Lease Addenda. Lease Addenda may not conflict with this Notice.

VII. Tenant Rights and Responsibilities

Tenants are strongly encouraged to immediately report the suspicion of possible bedbugs in a housing unit or other areas of the property. Early reporting allows the pests to be identified and treated before the infestation spreads. Tenants are the first line of defense against bedbug infestations and should be encouraged to create living environments that deter bedbugs. This includes reducing unreasonable amounts of clutter that create hiding places for bedbugs, and regular checking of beds and laundering of linens.

Bedbug infestations can cause health concerns, including physical discomfort and may contribute to stress and anxiety on the part of the residents. Tenants should be advised of the following:

- A PHA may not deny tenancy to a potential resident on the basis of the tenant having experienced a prior bedbug infestation, nor may an owner give residential preference to any tenant based on a response to a question regarding prior exposure to bedbugs.

- A tenant reporting bedbugs may expect expeditious response and attention by the PHA, but should be advised that inspection and, if necessary, treatment of bedbugs may take time to schedule. The inspections should occur within three calendar days of the tenant report when possible.

- Following a report of bedbugs, the PHA or a qualified third party trained in bedbug detection should inspect the dwelling unit to determine if bedbugs are present. It is critical that inspections be conducted by trained staff or third party professionals. The PHA may enter the unit to perform these activities, in accordance with the lease.

- If bedbug infestation is found in the unit, the tenant may expect treatment to begin within five days of the inspection, though depending on the form of treatment, this may not be possible. Tenants should be advised that treatment may take several weeks.

- Tenants are expected to cooperate with the treatment efforts by allowing for heat treatment of clothing and furniture and refraining from placement of infested furniture or other items in common areas such as hallways. Tenant cooperation is shown to expedite the control of bedbugs and to prevent spreading of infestations.

- Management may make staff available to help with moving and cleaning of furniture to accomplish the treatment effort.

- The tenant will not be expected to contribute to the cost of the treatment effort.

- The tenant will not be reimbursed the cost of any additional expense to the household, such as purchase of new furniture, clothing or cleaning services.

VIII. REAC Inspections

Bedbugs should be addressed when reported by staff, tenants or the Real Estate Assessment Center (REAC), regardless of the score of the REAC physical inspection. Inspectors ask the PHA to identify any units and/or buildings that are infested before the inspection begins. When bedbugs are reported or observed, the inspector will record the units and/or buildings affected in the comment section of the Physical Inspection report, noting that bedbugs were reported. The inspector will then select an alternate unit to inspect to replace any unit with observed or reported bedbugs.

REAC sends a "Bedbugs Reported" email to the local PIH field office with a copy to the PIH Regional director when bedbugs are noted in the comments section of a Physical Inspection Report. The PHA will see the information about bedbugs in the comment section of the Physical Inspection Report which provides PHAs with the necessary information to address the situation.

/s/

Sandra B. Henriquez, Assistant Secretary for Public and Indian Housing

Attachment

Prevention and Safe Removal of Bedbugs

Bedbug infestations have become a serious problem in housing throughout the country. Public Housing properties are not immune to infestations, anyone or any home can get bedbugs. Bedbugs live on human and animal blood and typically hide and live in cracks and crevices in dark and undisturbed locations close to their hosts. They can live for long periods of time and although visible to the naked eye, they may be difficult to detect.

Bedbug Prevention Action Plan

- Inspect in and around sleeping and resting areas at home once a month.
- Look for signs of bedbug activity, active infestations will have fecal spotting, live or dead bedbugs, shed skins and bedbug eggs.
- Avoid used furniture and mattresses, especially discarded furniture and mattresses. Used furniture and refurbished mattresses may have bedbugs and bedbug eggs that are difficult to see.
- Inspect for the signs of bedbugs when traveling away from home. Look for live or dead bedbugs, shed bedbug skins or bedbug eggs and fecal spots on mattresses, clothing or dark cracks and crevices. Wood, metal or plastic furniture, sofas, chairs, tables and many other items may be infested with bedbugs.
- If contact with an active bedbug infestation is suspected away from home, segregate and isolate in sealed plastic bags any exposed luggage, clothing and personal effects until inspection and decontamination can be completed.
- Bedbugs prefer to live in cracks and crevices in areas like baseboards, moldings, window/door frames, and cracks/seams in walls and furniture, especially headboards and bed frames and screw holes.
- Seal baseboards, cracks, crevices, heat, plumbing and electrical services shared between apartments with pest-proofing sealants.
- Encase mattresses and box springs. Seal box springs in an appropriate zippered encasement to prevent bedbugs hiding inside from escaping; this location is commonly affected in bedbug infestations and yet difficult to inspect.
- Thoroughly vacuum apartment, furniture and all belongings and use crevice tools and other attachments where feasible. Place the contents of the vacuum in a tightly sealed disposable bag and remove.

EARLY DETECTION IS CRITICAL Early identification and reporting of infestations by residents to building management and neighbors limits the spread of bedbugs. As soon as possible contact Property Manager and/or pest management company. Report the suspected activity as soon as possible. The longer you wait the more likely the problem is to spread and the more difficult and costly it will be to control.

Bedbug Removal Action Plan

The following sequence of steps has been outlined by the Armed Forces Pest Management Board in order to facilitate control of bedbugs in housing.

- Using a vacuum cleaner (preferably HEPA-filtered), remove the bugs and their cast skins from all observed and suspected harborage sites during the initial inspection, and periodically afterward (once weekly is a suggested self-help action). The vacuum bag should

be removed immediately afterward, sealed tightly inside a larger plastic bag, and that bag incinerated or placed in the next normal trash collection.

- Launder all infested cloth items in hot water, 120 degrees Fahrenheit or hotter for at least 10 minutes, with soap or detergent, then dry in a warm or hot dryer of at least 140 degrees for at least 20 minutes, or dry clean to kill all bedbug life stages present.
- Enclose each mattress and box spring in a sealed plastic cover, like those sold commercially. These types of encasements should be of high quality and bedbug puncture proof to limit exposure to house dust mites or bedbugs.
- Place and seal all recently laundered cloth items (*e.g.*, bed linens, clothing) inside new large plastic bags or tightly closed bins to prevent any bedbugs from re-infesting them.
- Seal shut all cracks, crevices, and entry points to wall voids, using a high-quality silicone-based sealant, especially within a 20 foot radius of any spot where bedbug bites have been reported, or where the bugs have actually been collected.
- Additional or alternative physical control measures against bedbugs may include: heat, cold, steam, physical mashing and sticky insect monitors.
- A residual insecticide should be applied, according to label directions, to each infested site and preferably to a small area around each site. Such applications often involve treating cracks and crevices. When planning and conducting any such treatments, consider examining, if not treating, the opposite side of any involved wall, floor or ceiling.
- Electrical outlet boxes, and similar voids that cannot be readily sealed, should be treated with an appropriately labeled insecticidal dust.
- Consider including some type of insect growth regulator (IGR) as a concurrent or adjunctive treatment (*e.g.*, as a tank mix).
- Limited use of an aerosol or ULV pyrethroid may facilitate the detection of hidden bedbugs by causing them to move around more, and may also potentially increase their exposure to any previously applied residual insecticide. DO NOT use any over-the-counter "foggers." They are not very effective and may cause bedbugs to scatter.
- Fumigation or heat (or cold) treatment of batches of furniture, clothing or other items within chambers may be warranted and affordable in specific cases, but whole-structure fumigation to control bedbugs is seldom practical or economically feasible. And such treatments provide no residual effects at all.
- Re-inspection of infested structures and sites should be done about 10-21 days after any initial treatment, and (if needed) again about 10-21 days later, to detect, and to precisely target the treatment (if needed) of any continued infestation.[1]

Carefully reintroduce cleaned items. Isolate and contain items that have been properly cleaned, laundered or heat treated. Heavy duty plastic bags or air tight containers may be used for this purpose. Clear bags and containers are preferable.

NEVER USE THE FOLLOWING PRODUCTS FOR BEDBUG TREATMENT:

- **Insecticide "bombs", total release foggers, camphor, kerosene, diesel, gasoline, alcohol or other similar products. These products can cause serious health problems. They are dangerous if misused and can cause fires and explosions. These products are not appropriate for bedbug management.**

Prevention and Safe Removal of Bedbugs

Additional information about bedbug prevention and treatment may be found by accessing the following resources:

- **Armed Forces Pest Management Board:** *Bedbugs - Importance, Biology and Control Strategies*
  http://www.afpmb.org/sites/default/files/pubs/techguides/tg44.pdf

- **Environmental Protection Agency**:
  http://www.epa.gov/pesticides/bedbugs/

- **Healthy Homes Training:** *What's Working for Bedbug Control in Multifamily Housing?: Reconciling best practices with research and the realities of implementation.*
  http://www.healthyhomestraining.org/ipm/NCHH_Bed_Bug_Control_2-12-10.pdf.

- **National Pest Management Association Bedbug Hub**:
  http://pestworld.org/pest-world-blog/the-bed-bug-hub-one-stop-shop-for-bed-bug-information

- **National Pest Management Association Best Practices Website**:
  http://www.bedbugbmps.org

- **New York City Health Department:**
  http://www.nyc.gov/html/doh/downloads/pdf/vector/bed-bug-guide.pdf

- **Public Housing Environmental Conservation Clearinghouse (PHECC)**
  http://www.hud.gov/offices/pih/programs/ph/phecc/pestmang.cfm

- http://www.stoppests.org

- *Bedbug Handbook*. L.J. Pinto, R. Cooper, and S.K. Kraft

- *Bedbug Handbook: The Complete Guide to Bedbugs and Their Control* (Mechanicsville, MD: S.K. Pinto & Associates, 2007).