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**DISTRICT OF COLUMBIA HOUSING AUTHORITY  
CONTRACTS AND PROCUREMENT ADMINISTRATION**

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**REQUEST FOR PROPOSAL (RFP)**

**SOLICITATION NO.**

0032-2016

**District of Columbia Housing Authority  
1133 North Capitol Street, NE, Suite 300  
Washington, DC 20002-7599**

**ISSUE DATE: July 11, 2016**

**CLOSING DATE: August 11, 2016**

**CAPTION: General Legal Services**

## **REQUEST FOR PROPOSALS GENERAL LEGAL SERVICES**

### **SECTION A – GENERAL INTRODUCTION**

The District of Columbia Housing Authority (DCHA) is dedicated to enhancing the quality of life in the District of Columbia by providing and managing affordable housing in the District that is diverse, well maintained, and aesthetically pleasing for those whose circumstances prevent them from competing in the general marketplace. DCHA operates more than 8,000 publicly owned rental units. DCHA administers more than 12,500 housing vouchers through tenant-based and project-based Housing Choice Voucher Program (HCVP) assistance. Finally, DCHA has embarked on an ambitious program of development and redevelopment to create communities and neighborhoods where traditional public housing once stood.

DCHA is “an independent authority of the District government.” D.C. Code § 6-202(a) (2016). It is one of the most innovative housing authorities in the nation and is actively pursuing non-governmental sources of financing, as well as HCVP homeownership assistance, project-based HCVP assistance, District funding, other federal funding sources, bond funding, and different types of District and federal tax credits. DCHA makes creative use of its designation as a Moving to Work (“MTW”) authority. Each of the aforementioned financing sources, as well as DCHA’s regulatory flexibility under MTW, may raise novel or complex issues related to financing, operations and litigation. DCHA and/or its affiliated entities may require assistance in the following areas of law:

1. General Litigation, including contracts and torts
2. Labor and Employment
3. Government Contracts
4. District of Columbia government relations
5. Real Estate Transactions/Finance/Multifamily Housing/Mixed-Finance
6. Land Use and Zoning
7. Environmental Law
8. New Markets Tax Credits
9. Privacy and Information Technology and Management
10. Intellectual Property
11. HUD Regulatory Matters
12. DCHA and District Matters; Municipal Law; Corporate Issues related to DCHA Board of Commissioners
13. IRS Compliance; General Corporate Law; Risk Management; Insurance
14. General Legal Matters

DCHA and/or its affiliated entities require the services of qualified law firms to provide legal services and advice as issues arise in connection with its operations. DCHA and its affiliated entities intend to award multiple contracts for the aforementioned services for a period of two years, with an option for a third year, based on the availability of funds. DCHA anticipates that for any particular area of law, it would have available one or more firms that would be under contract and could be available on short notice to respond to requests for advice.

This RFP also contemplates creating a Qualified Bidders List (“QBL”) of firms. The QBL will be comprised of all firms awarded contracts and all firms included in the competitive range, but not awarded a contract. DCHA or its affiliated entities may select a firm from the QBL. See section E.3 of this RFP for more detail on the QBL.

The DCHA’s Office of General Counsel (“OGC”) anticipates that the majority of the legal work will be handled or managed in-house by OGC. Considering OGC’s in-house capacity, the majority of Contracts entered into pursuant to this RFP would be advisory and supplemental, tailored to distinct issues. In some limited instances, outside counsel will be asked to provide advice to DCHA on more complex matters requiring expertise beyond that of OGC. The amount of legal work that may be requested from any firm under contract cannot be predicted and will depend on the staffing and level of activity within DCHA and OGC.

DCHA’s affiliated entities include entities that are wholly owned and controlled by DCHA (including corporations that were formed by DCHA and have the same board members), limited liability companies (with DCHA as the sole member), limited partnerships (including a DCHA-controlled entity as a general partner), and other entities in which DCHA does not have a controlling interest. These entities include, but are not limited to, DC Housing Solutions, Inc., Capitol Housing Partners, Inc., DC Housing Enterprises, Constructive Services Administration LLC, DC Housing Commercial LLC, Community Vision, Inc. Additional DCHA affiliated entities include limited partnerships with a DCHA-controlled general partner, including, but not limited to Highland Dwellings LP and Parkway Overlook LP. Entities that are wholly owned or controlled by DCHA must follow DCHA procurement practices, and procurement through this RFP will qualify Respondents to perform work for these entities.

There will be no minimum or guaranteed amount of legal services for any firm selected for award.

## **SECTION B – SCOPE OF SERVICES**

### **B.1 DESCRIPTION OF SERVICES**

The required services are described below. This Scope of Services provides descriptions of fourteen separate areas of law. **A response to as few as one area of law is encouraged for firms with a single area of expertise.** Respondents should limit their offers to those categories in which they can show in-depth experience and capabilities.

In addition to the requirements included in this scope of services, we expect our outside counsel to keep the DCHA Office of General Counsel regularly updated regarding developments in the law in the area(s) of expertise of the firm.

**B.1.1 General Litigation, including contract and torts:**

- a) Represent DCHA and/or its affiliated entities in District of Columbia local and federal courts and administrative venues in litigation matters in the areas of contracts, torts, civil rights, regulatory compliance, labor and employment, tax, personal injury, and other areas of law that DCHA may need from time to time;
- b) Provide legal advice, legal research and legal opinions, in writing or orally, with respect to issues involving DCHA;
- c) Be available for consultation and advice before or at hearings, proceedings, and other forums where legal advice and representation are requested; and
- d) Prepare all pleadings, briefs, or other written documents relating to litigation.

**B.1.2 Labor and Employment**

Provide legal services in the following areas of labor and employment:

- a. labor relations and negotiations;
- b. representation of DCHA and/or its affiliated entities, as applicable, in matters before the DC Public Employee Relations Board, the Department of Human Rights, the Office of Employee Appeals, and other administrative tribunals for labor and employment disputes;
- c. collective bargaining;
- d. handling of employee and/or employer grievances;
- e. defense of employment claims in various venues;
- f. defense of employment litigation in various venues including the administrative agencies, state court, and federal court;
- g. affirmative litigation in the employment and/or labor area;
- h. sexual harassment prevention (including possibly providing labor counsel, advising on conduct of staff, training in this area or, alternatively, coordinating with outside entities to provide such training) and investigations;
- i. discrimination prevention (including possibly providing labor counsel, advising on conduct of staff, training in this area or, alternatively, coordinating with outside entities to provide such training) and investigations;
- j. establishment and/or amendment of workplace policies;
- k. time and attendance issues, including, but not limited to, FMLA practices;
- l. establishment and/or amendment of benefit plans;

- m. management of both management confidential employees and officers and staff within several collective bargaining units;
- n. compensation and insurance issues, including, but not limited to, medical, workers' compensation and disability, and Officer and Director liability;
- o. internal and external investigations; and
- p. Americans with Disabilities Act matters.

#### **B.1.3 Government Contracts**

Advise DCHA and/or its affiliated entities on all aspects of public procurement from planning and advertising to evaluation, negotiation, selection, and contract award. Experience at both the federal and local level is preferred. Contractors will be expected to interpret and apply DCHA procurement rules and any other rules, regulations, or procedures applicable to DCHA or District of Columbia procurements, as well as procurement regulations issued by HUD at 200 C.F.R. Part 200 *et seq.*, other federal regulations, and applicable HUD guidance. Bidders should also demonstrate familiarity with applicable workforce development and MBE/WBE requirements. Contractors will be expected to advise DCHA and/or its affiliated entities as they make and defend legal challenges and to provide counsel on dispute resolution and avoidance.

#### **B.1.4 District of Columbia Government Relations**

Bidders should demonstrate extensive experience in the following areas: (i) working and building relationships with DC Government officials at both the DC Council and the executive branch agencies, Federal government experience, including relationships with HUD officials will be a plus; (ii) providing solutions to overcome market, legislative, and regulatory obstacles; (iii) identifying innovative or underutilized government funding sources for DCHA projects; and (iv) securing appropriated funds or grants for municipal projects. Bidders should clearly demonstrate familiarity with both federal and local legislative and regulatory processes that impact DCHA functions and whose outcomes govern DCHA activities. Experience in facilitating securing funding for environmental remediation, transportation-related development, or land acquisition is particularly beneficial. Contractors will be expected to provide advice and strategy on federal land acquisition and other related matters. Contractors will be expected to provide strategic advice on all projects and demonstrate an ability to obtain the attention and responsiveness of DCHA and/or its affiliated entities' federal and local partners.

**B.1.5 Real Estate Transactions/Finance/Multifamily Housing/Mixed-Finance:**

- a) Provide transaction support (including the drafting of documents, legal advice, legal research and legal opinions) in writing or orally on matters involving DCHA and/or its affiliated entities. Real estate support to DCHA will include advice on the legal requirements of HUD and the District of Columbia government as they relate to real estate transactions involving redevelopment projects, affordable housing projects, low-income housing production projects (*e.g.*, applications for Choice funding, mixed-finance approvals, project-based HCVF assistance, and reactivation of public housing subsidy), tax exempt bonds, low-income housing tax credits, commercial financing, tax and other such matters related to DCHA and or its affiliated entities' real estate transactions, as may be modified or impacted by DCHA's status as an MTW agency;
- b) Consult, advise, and/or appear at hearings, proceedings, and other forums where legal advice and representation are requested;
- c) Draft and prepare for execution real estate documents, manuals, regulations, legislation, memoranda, opinions, letters, briefs, motions, applications for grants or waivers to any oversight body (including HUD and the IRS), or any other type of document necessary or useful in assisting DCHA and/or its affiliated entities in real estate matters;
- d) Assist in due diligence work related to property acquisition and disposition, including matters regarding title (and surveys as applicable), zoning, environmental matters, and tax issues, as well as monitor compliance with Federal and District law requirements; and
- e) Advise and, as necessary, represent DCHA and/or its affiliated entities in matters of bankruptcy, receivership, foreclosure, and/or collection matters.

**B.1.6 Zoning Law**

Qualified firms must be able to offer an expert level of counsel for land use and zoning issues arising in the District of Columbia. DCHA and/or its affiliated entities require a firm that can demonstrate general experience with handling zoning matters before the District of Columbia Zoning Commission, the DC Office of Planning, and the Board of Zoning Adjustment. The firm must have an active zoning practice in the District of Columbia. In addition to assessing technical proficiency with District of Columbia zoning law, the firm should have recent experience resolving zoning and land use controversies in District neighborhoods.

#### **B.1.7 Environmental Law**

The Contractor shall provide legal advice in consultation with OGC to DCHA and/or its affiliated entities in the following areas:

- Environmental and related land use matters;
- Legal advice pertaining to the National Environmental Policy Act (“NEPA”);
- Legal advice pertaining to Comprehensive Environmental Response, Compensation, and Liability Act (“CERCLA”);
- Legal advice pertaining to the Residential Lead-Based Paint Hazard reduction Act of 1992 (“Title X”) and implementing regulations at 24 CFR Part 35, Subparts A-R;
- Legal advice pertaining to the Lead-Hazard Prevention and Elimination Act of the District of Columbia and implementing regulations;
- Legal advice pertaining to the District of Columbia’s Air Quality Amendment Act of 2014 and implementing regulations;
- Legal advice pertaining to the federal requirements governing asbestos-related activities, for example 40 CFR Part 61, Subpart M and 29 CFR 19010.12, among others;
- Guidance to DCHA on compliance with federal and local statutes and regulations applicable to environmental compliance and land use;
- Guidance to DCHA on compliance with federal and local regulatory requirements for wetlands, flood plains, hazardous substances, brownfields, contaminated sites, and hazardous wastes; and
- Guidance on historic preservation matters regarding the real property to be transferred in jurisdiction or fee.

#### **B.1.8 New Markets Tax Credits**

The Contractor shall provide legal advice in consultation with OGC to DCHA and/or its affiliated entities in the following ways:

- Review NMTC Allocation Agreements;
- Advise on NMTC transaction structuring, underwriting, and closing;
- Provide legal opinions on tax credit documents and compliance requirements for closings;

- Assist with negotiating the best terms and conditions with the chosen tax credit investor and partnering CDE(s);
- Review and provide legal opinions on financial projections;
- Assist with identifying the best approaches for managing and complying with NMTC allocation and compliance requirements; and
- Structure appropriate exit strategies for selected projects.

The firm will also assist DCHA and/or its affiliated entities with preparing closing checklists and closing documents for the closing of DCHE Board-approved projects. The firm will assist DCHA and/or its affiliated entities in negotiating the best terms for loans, QLICI, and all related documents required to close approved projects. The firm will provide legal opinion and recommendations for underwriting due diligence, tax compliance and finalizing deal structures, and closings that limit risk for DCHE and its affiliates. The firm will provide legal opinions and recommendations for complying with NMTC requirements and the seven-year repayment structure. The firm will provide legal advice on the legal structure of Sub-CDE's and assist with establishing Sub-CDE's for future deals as needed.

The firm will assist DCHA and/or its affiliated entities with developing QLICI loan documents and legal documents attributed to the formation of Sub-CDE's and with indemnification and operating agreements, including fee and expense agreements for each deal. The firm will also provide legal due diligence consisting of reviews for good standing, liens, title and surveys to ensure all projects approved for funding are free of encumbrances.

#### **B.1.9. Privacy and Information Technology and Management**

The firm will provide legal advice and services on matters relating to data security; cybersecurity; data privacy issues; procurement, integration, implementation, and support of software and computing devices; outsourcing; cloud computing; hosting and managed services transactions; data and content licensing agreements; professional services contracts; website and ecommerce arrangements; and related matters.

#### **B.1.10 Intellectual Property**

The firm will provide legal advice and services on matters involving intellectual property, including patent, copyright, trademark, and trade secrets issues; technology transfer and licensing; and prosecuting and/or defending claims of infringement.



**B.1.11 HUD Regulatory Matters**

The firm will:

- a) Prepare documents for DCHA Moving to Work and Annual Moving to Work Plans and Reports;
- b) Provide advice on matters regarding policy decisions and internal operations;
- c) Prepare and/or advise in the preparation of applications for grants, waiver requests, or submissions to HUD;
- d) Prepare and/or advise in the preparation of Assessment of Fair Housing reports and related submissions;
- e) Upon request, make presentations at meetings, including public hearings, with DCHA staff; DCHA Commissioners; DCHA subsidiary staff, directors, or managers; other regulatory or legislative bodies; District and Federal officials; or firms and consultants working with DCHA and/or its affiliated entities regarding HUD law, regulations, or guidance; and
- f) Provide advice on matters related to compliance with HUD law, regulations, guidance, and practice related to complex financing transactions, operation of the various DCHA subsidy programs, use of program income, and other matters subject to HUD compliance.

**B.1.12 DCHA and District Matters; Municipal Law; Corporate Issues Related to DCHA Board of Commissioners**

The firm will:

- a) Draft and prepare corporate documents, manuals, regulations, legislation, memoranda, opinions, letters, briefs, motions, applications for grants or waivers to any oversight body (including HUD and the IRS) or any other type of document necessary or useful in assisting DCHA and/or its affiliated entities in corporate matters;
- b) Provide advice, research and draft memoranda and opinions, or produce other legal documents, as required, regarding the authority of DCHA, as an independent authority of the District of Columbia, to take various actions, and the application of municipal law to DCHA;
- c) Coordinate, facilitate, negotiate contracts, licenses, or other agreements, approvals, or any other matter related to the operations of DCHA among one more District agencies.

- d) Make presentations at meetings with DCHA staff, the DCHA Board of Commissioners, at DCHA public hearings, to other regulatory or legislative bodies, to District and Federal officials, or to firms and consultants working with DCHA regarding DCHA or District law, regulations, or guidance.
- e) Provide advice on corporate issues related to the DCHA Board of Commissioners, including conflicts of interest, bylaws interpretation, statutory interpretation, and other issues impacting the Board members individually or the Board as a whole.

#### **B.1.13 IRS Compliance; General Corporate Law; Risk Management; Insurance**

The firm will provide advice on IRS compliance issues, especially with respect to ongoing low-income housing tax credit compliance issues; 501(c)(3) formation and ongoing compliance; and other IRS issues that may be relevant to the work of DCHA or its affiliated entities. Applicants should include experience with entities created and partially or wholly controlled by housing authorities. The firm will provide advice on issues related to general corporate law, including drafting and preparing corporate formation documents.

The firm will provide advice on issues related to risk, liability, and insurance for DCHA and affiliated entities engaged in real estate development, construction, property management, social service delivery, and other related activities.

#### **B.1.14 General Legal Issues**

The firm will also provide other necessary legal services not described in this RFP when DCHA believes that the firm is qualified to provide these other necessary legal services and when DCHA believes that it is in the best interest of DCHA for the firm to provide these other necessary legal services.

### **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 the format and content of proposals, so that proposals are complete, contain all essential information, and can be easily evaluated.

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

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

District of Columbia Housing Authority  
Office of Administrative Services  
1133 North Capitol Street, NE, Suite 300  
Washington, DC 20002-7599  
Attention: Contracting Officer  
Email: [chmoore@dchousing.org](mailto: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 [lmcleod@dchousing.org](mailto:lmcleod@dchousing.org). Inquiries must be submitted **no later than 12:00 noon, July 25, 2016 with a Copy to: [business@dchousing.org](mailto:business@dchousing.org)**

Answers to questions will be provided to all Respondents being solicited, giving regard to the proper protection of proprietary information.

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

**C.3 SUBMISSION DATE**

**All proposals must be received not later than 11:00 a.m. on Thursday, August 11, 2016.** Proposals shall be submitted as one (1) original and four (4) copies in sealed boxes marked "RFP No. 0017-2016 Catering Services-Authority Wide" addressed to the District of Columbia Housing Authority, Office of Administrative Services, Contracts and Procurement, Suite 300, 1133 North Capitol Street, N.E., Washington, D.C. 20002-7599, Attention: Cheryl Moore, Contracting Officer. DCHA will accept electronic submissions in appropriate PDF format. Electronic submissions can be sent to the following email address: LaShawn Mizzell-McLeod, Contract Specialist at [lmcleod@dchousing.org](mailto:lmcleod@dchousing.org) with a copy to [business@dchousing.org](mailto:business@dchousing.org)

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

All proposals shall be submitted in two parts: Technical and Price. Respondents shall submit one (1) original and five (5) copies of both the technical and price proposals, prepared in accordance with the form described herein and in sufficient detail as to enable DCHA to make a thorough evaluation 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) Table of Contents
- 2) Executive Summary/Introduction
- 3) Documentation to Substantiate Prior Experience
- 4) Documentation to Substantiate Experience with Management Planning and Staffing Capabilities
- 5) List and Documentation of Licenses, Certifications, and Affiliations
- 6) References
- 7) Minority / Women Business Enterprise (M/WBE) Equity Plan
- 8) Certifications and Affidavits

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 Table of Contents**

##### **C.5.2 Executive Summary/ Introduction**

- (i) Identify the firm's office location, number of employees, length of time in business;
- (ii) Provide evidence that members of the team are admitted to practice in the District of Columbia;
- (iii) Describe limits and extent of professional liability insurance as well as the level of the deductible;
- (iv) Identify the lead attorney for the firm, as a point of contact;
- (v) Include resumes of key personnel expected to provide 5% or more of the services under the contract;
- (vi) Describe the firm's conflicts policy and practice in resolving conflicts or requesting conflict waivers and identify any existing conflicts with DCHA either general or specific in nature.

### **C.5.3 Documentation to Substantiate Prior Experience**

(i) **General Experience:** Describe generally and then identify: (a) the key personnel proposed and their legal specialties, (b) the contract responsibilities proposed, and (c) the number of years of experience (or number of transactions) in the areas the firm selects in one or more categories listed in B.1. of this RFP. The Respondent need not, and is not expected to, offer to provide services in all major categories as outlined in the scope of services in B.1 of this RFP to be considered responsive. **A response to one area of law is encouraged for firms with a single area of expertise.** Respondents should limit their offers to those categories in which they can show in-depth experience and capabilities. Additionally, the Respondent should identify any personnel who may be called on for special services but who will be contributing less than 5% of the contract services.

(ii) **Specific Experience.** Describe generally and then identify no less than two and no more than five matters in which the firm and the key personnel have been counsel within the last five years in the categories listed in Section B.1 of this RFP for which the Respondent proposes to provide services. Please identify (a) the nature of the matter; (b) the regulatory bodies, if any, involved; (c) the time it took to resolve the matter; and (d) the party represented, *e.g.*, public housing authority, other state or local governmental or quasi-governmental entity, federal governmental entity, lender, developer, investor, issuer, or borrower.

(iii) **Unique Experience.** Describe in some detail the resolution of one or more unique legal issues that arose in one or more of the matters identified in the scope of services above. Please identify the issue and the resolution, as well as the process necessary to resolve the issue, and state whether the client relationship was with a regulatory body, a contractor, an employee/er, a grantee/or, etc.

### **C.5.4 Documentation to Substantiate Experience with Management Planning and Staffing Capabilities**

(i) Respondent will satisfactorily demonstrate experience in meeting this goal and objective of the RFP by including a description of its use of legal technology in research, support, and communication with DCHA and other parties. Provide evidence that clearly demonstrates past performance.

(ii) Paralegals and non-legal staff should have specific experience required to perform the Scope of Services. Describe and identify the qualifications of key personnel to be used in this contract.

### **C.5.5 List and Documentation of Licenses, Certifications, Affiliations**

Respondent should provide a listing of staff identified to provide services under a DCHA contract with an overview/resume that provides a description of their respective roles and responsibilities, the work hours each individual will devote to the project, whichever licenses and certifications will provide evidence of entity's and key individuals' law practice trade affiliations and ability to provide services required to complete the Scope of Services. Resumes are supplemental information and not included in the page limit.

### **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 legal services outlined in this solicitation. Limit the past legal services to the past three (3) years. 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. Include the list of the area(s) of law from Section B.1 of this RFP that the firm provided work to this reference for the referenced project..

Identify any housing-related organizations or housing-related clients the firm has worked with (funders, resident association councils, resident association presidents, organization partners). If the Respondent has such experience, one reference should be from a participant in one of the firm's programs.

### **C.5.7 Minority/Women/Certified Business Enterprise (M/WBE) Equity Plan**

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.

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.

DCHA expects the Respondent's team to reflect the diversity of the District of Columbia at all levels of staffing.

Include a description of any subcontractors or service providers regularly employed by the firm that are minority- or women-owned business enterprises.

#### **C.5.8 Experience with HUD Section 3 and Section 3 Plan**

Describe the Respondent's experience with compliance with HUD Section 3 requirements and the results achieved in hiring and training Section 3 residents and/or subcontracting to Section 3 business concerns. Review Section 3 requirements outlined in Section D.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, including the number of participants, 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, indicating 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 describe in detail the type of service to be provided. Unique approaches to responding to this requirement suited for law firms should be considered and proposed.

See Section D.8 of this Solicitation for an explanation of HUD's Section 3 Program, types of commitments, and how points for Section 3 will be applied.

#### **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, Certificate of Eligibility
- Attachment E, Contract Compliance Requirements
- Attachment F, Representations, Certifications, and Other Statements of Bidders
- Attachment G, Payments to Subcontractors
- Attachment H, Statements of Bidders Qualifications
- Attachment I, Section 3 Contract Compliance Agreements
- Attachment J, Conflict of Interest Certification
- Attachment K, Wage Determination
- Attachment L, Benchmark Standards and Menu of Expanded Options for Compliance with DCHA's Section 3 Program

#### **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.**

The personnel to be used in performance of the contract shall be identified and their rates shall be supported by supplying the following:

Standard and proposed hourly rate for attorneys according to status, *i.e.*, senior partner, junior partner, associate, etc. No blended rates will be accepted.

Standard and proposed hourly rates for paralegal assistants and law clerks. No administrative personnel charges will be accepted. All overhead and administrative costs should be included in the professional hourly rates.

C.6.1.2 Fair Price Statement. Provide a statement that the 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 this 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 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; 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 of Respondents that are deemed to be 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(s) from the finalist(s) recommended, based on the COTR's determination of the best interests of DCHA. DCHA may award multiple contracts upon the basis of the initial Responses received, without discussion. Therefore, each initial Respondent should contain the Respondent's best and final terms from a cost and technical standpoint. Proposals shall represent the best efforts of the Respondent and will be evaluated as such. Proposals should set forth full, accurate, and complete information as required by this RFP.

C.9 RETENTION

All proposals are property of DCHA. The proposals 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 purposes besides evaluation. 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 proposals;
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 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. Postal Service postmark on the wrapper or on the original receipt from the U.S. 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 shall be considered late when it is received after the time and date set for submission of offers at the designated location for submission.

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

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

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

Respondents must demonstrate to the satisfaction of the Contracting Officer, its capability to perform fully the contract requirements in all respects. Therefore, the 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 offer/proposal. The signing of the proposal/offer shall be construed as a representation that all information contained therein is true and accurate. Any false or misleading information contained in the proposal/offer 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 offer. Offers 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.

Offers 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. Offers by a limited liability company shall be signed by a member or manager of the company, followed by the signature and designation of the person signing. Corporations must be signed with the name of the corporation, followed by the signature and designation of the President or Vice President and attested to by the Secretary of the Corporation or other persons authorized to bind the Corporation. The Corporate Seal must be affixed thereto. If the offer is signed by other than the President or Vice President, evidence of authority to so sign must be furnished by a resolution passed by the Board of Directors or an extract of by-laws, certified by the Corporate Secretary with the 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 the principal, may be held personally to the offer. Offers 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, at his or her discretion, to copy any public record except as expressly exempted by the Act." Further, a "public record" has been defined by the District of Columbia Public Records Management Act of 1985 as "any document, book, photographic image, electronic data recording paper, sound recording, or other material regardless of form or characteristic, made or received pursuant to law or in

connection with the transaction of public business by any officer or employee of the District.” D.C. Code §2-1701(13). Thus, public information submitted in response to this solicitation to DCHA may be subject to disclosure 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; 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 the 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 addendum or amendment may result in rejection of the offer.

**SECTION D – CONTRACT TERMS**

**D.1. TERM OF CONTRACT**

The term of this contract shall be for a base period of 24 months, as deemed appropriate by DCHA.

**D.2 TYPE OF CONTRACT**

DCHA or its affiliated entity, as applicable, will enter into an indefinite quantity contract for the services specified in the Scope of Services.

**D.3 OPTION TO EXTEND THE TERM OF CONTRACT (*Reserved*)**

**D.4 TIME**

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

**D.5 INSURANCE**

The successful Respondent at its own expense shall obtain the minimum insurance coverage set forth below and keep such insurance in force throughout the contract period. All insurance provided by Respondent in this section shall set forth DCHA 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

Professional Liability (Errors and Omissions), or such higher amount, as deemed appropriate by DCHA or affiliated entity

Per Occurrence: \$1,000,000

Aggregate: \$2,000,000

**Workers' Compensation – Statutory Requirements and Benefits**

Employers' Liability: \$1,000,000 each accident

Decease: \$1,000,000 each employee

Decease: \$ 1,000,000 policy limit

Commercial General Liability: \$1,000,000 each occurrence

Personal and Advertising Injury: \$1,000,000

General Aggregate: \$2,000,000

Products and Completed

Operations Aggregate: \$2,000,000

Automobile Liability: \$1,000,000 – Combined single limit

(only used if motor vehicle is to be used pursuant to the contract)

Umbrella or Excess Liability insurance shall provide coverage of at least \$2,000,000. Commercial General Liability is to include Premises/Operations Liability, Independent Contractor's Liability or Owner's and Contractor's Protective Liability. DCHA or its affiliated entities, as applicable, must be named as an additional insured, as applicable. All insurance shall be written with any responsible company approved by DCHA and licensed by the District of Columbia. Respondent shall provide DCHA or its affiliated entity, as applicable, with a certificate of insurance coverage within five (5) days of the award of the contract. The policies of insurance shall provide for at least thirty (30) days written notice prior to any termination or material alteration in coverage.

Commercial General Liability is to include Premises/Operations Liability, Independent Contractor's Liability or Owner's and Contractor's Protective Liability. DCHA or its affiliated entities, as applicable, must be named as an additional insured, as applicable. All insurance shall be written with any responsible company approved by DCHA and licensed by the District of Columbia. Respondent shall provide DCHA or its affiliated entity, as applicable, with a certificate of insurance coverage within five (5) days of the

award of the contract. The policies of insurance shall provide for at least thirty (30) days written notice prior to any termination or material alteration in coverage.

With respect to General Liability, this policy shall be endorsed to name DCHA or its affiliated entities, as applicable, as an additional insured and as a loss payee.

With respect to policies described above, the following additional terms apply:

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

In the event that a claim arises out of this contract, the Respondent will promptly notify the Contracting Officer's Technical Assistance Representative (COTR) and the DCHA Office of Risk Management (ORM). In addition, the Respondent will investigate and furnish the 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 or its affiliated entities, as applicable.

#### **D.6 METHOD OF COMPENSATION**

##### **D.6.1 Monthly Payment of Services:**

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

The COTR for these contracts will be Office of General Counsel Kenneth S. Slaughter, he will coordinate with the Contractor the specific requests for work within the scope of the contract.. The Contractor will bear the full financial responsibility for exceeding the dollar amount of a Contract or a matter assigned under a Contract.

Some contracts that are for services for real estate transactions may only be paid after the date of financial closing. These contracts are likely to be entered into with a DCHA affiliated entity.

#### D.6.2 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](mailto:DCHApayments@dchousing.org)

- b. Proper invoices shall contain the following information:

- Contract 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.7 AFFIRMATIVE ACTION PROGRAM

If requested, Respondent shall submit two (2) copies of an Affirmative Action Plan (AAP) and Goals and Timetables “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.8 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 referred to herein as the “Section 3” Program). Section 3 compliance requires all Contractors performing work on behalf of the DCHA or any of its affiliated entities 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 second option for compliance under this act is to annually enroll Section 3 individuals totaling at minimum 30% to an Apprenticeship program. A third 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 fourth option for compliance is to propose a unique program that provides internships for residents or program participants or that 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 ten percent (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. Three percent (3%) of the total dollar amount of all non-construction contracts shall be awarded to Section 3 businesses.

DCHA further proposes a recommended menu of expanded options for Section 3 participation that can be used to meet the Section 3 requirement. This expanded menu of options includes the following:

- Sponsor the delivery of a Security Certification course;
- Sponsor onsite GED classes at the DCHA Southwest Family Enhancement Career Center;
- Sponsor legal clinics, including free simple wills with refreshments for DCHA properties, at approximately \$2,500 per property;
- Provide organizational development and/or nonprofit technical assistance for Resident Councils;
- Sponsor Personal Money Management Workshops, estimated at \$12,000 for a series of four classes plus a free tri-merged credit report and two individualized counseling sessions.

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 the 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, including the number and type of jobs to be provided, the number and type of training plan(s) 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) describe whether the firm is 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 RFP.

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

#### **Examples of Opportunities**

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

See Attachment L- Benchmark Standards & Menu of Expanded Options for Compliance with DCHA's Section 3 Program

### **Non-Compliance Procedures**

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

Upon request, the Contractor determined to be non-compliant shall meet with DCHA within three (3) working days of written notice in order to determine a method of correcting the deficiencies and determining the time period within such remedy shall be effective. If remedy is not agreed upon within three (3) days of the required notice, DCHA shall prescribe the remedy by which deficiencies shall be corrected and notify the Contractor in writing of such a determination. If the Contractor does not correct the deficiencies in the manner as directed by DCHA within thirty (30) calendar days DCHA may impose any or all of the following sanctions:

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

### **Monitoring**

DCHA will review documents that provide evidence of Section 3 activity related to the contract. The Contractor is required to provide weekly payrolls and other supportive documentation i.e. pro bono service agreement, etc.

### **Reporting**

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

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

### **Contact**

Please consult the Director of the Office of Resident Services, Sherrill Hampton at 202.535.1517 for additional information or assistance with the completion of your Section 3 Action Plan.

**D.9 RESTRICTION ON DISCLOSURE AND USE OF DATA**

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

D.9.1 That the offer includes proprietary or confidential information that shall not be disclosed outside DCHA and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the proposal;

D.9.2 That if a contract is awarded to the Respondent, DCHA shall have the right to duplicate, use or disclose the proprietary or confidential information to the extent provided in the contract;

D.9.3 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;

D.9.4 That the Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction; and

D.9.5 The Respondent shall not designate as proprietary or confidential information the name of the Respondent, the proposal price, quantity, or method of delivery or any information that is not deemed proprietary or confidential.

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

**D.10 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 regarding the Respondent's:

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

Before a proposal is considered for award, the Respondent may be requested by DCHA to submit documentation regarding any of the items in the paragraphs above. Failure by the Respondent to provide such additional information shall render the Respondent

ineligible for award. In addition, DCHA may conduct site visits to the Respondent's facility to verify information contained in the proposal. DCHA may elect not to award an otherwise qualified Respondent, if, in the judgment of DCHA, the Respondent is not responsible.

**D.11 EMPLOYEE DISHONESTY INSURANCE**

The Respondent shall provide evidence of employee dishonesty insurance for an amount not less than \$250,000, obtained at its own expense, for the purpose of protecting DCHA against dishonest acts of the Respondent and its employees. DCHA must be named as the loss payee. The insurance company and the form, limits and content of such coverage will be subject to the approval of DCHA. The Respondent shall indemnify, defend and hold harmless HUD and DCHA from any loss, cost damage, claim, demand, suit, liability, judgment and expense (including any attorney fees and other costs of litigation) arising out of or resulting from or in connection with any breach by the Respondent, its agents, employees and the Respondent of any provision of this 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's liability. DCHA shall notify the Respondent within a reasonable time of any claim for which the Respondent may be liable under this paragraph. At its own expense, the Respondent shall obtain the necessary insurance coverage acceptable to DCHA to comply with this indemnification requirement and shall provide evidence of such coverage to the DCHA, and such coverage shall be in place on or before the execution of any contract issued pursuant hereto and as a condition to it.

**D.12 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 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.

Each Contract will require a list of key personnel, as well as all other attorneys the Contractor expects to provide services under that Contract. DCHA or its affiliated entity, as applicable, and Contractor agree to document additional attorneys added to provide services under any individual Contract, subject to DCHA's or its affiliated entity's, as applicable, reasonable discretion.

D.13 FAIR HOUSING EQUAL OPPORTUNITY

During the performance of any contract awarded hereunder, 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.14 THE AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

During the performance of any contract awarded hereunder, 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.15 SECTION 504 OF THE REHABILITATION ACT OF 1973 (AS AMENDED)

During the performance of any contract awarded hereunder, the Respondent and all of its subcontractors shall comply with 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.16 NO WARRANTY

Respondent is required to examine the RFP 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 and/or the instructions.

D.17 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.18 OFFICE EXPENSES

DCHA and its affiliated entities will not pay for time spent reviewing bills or pay for meals or beverages.

DCHA shall reimburse Firm for certain expenses relating to the legal work assigned to Firm and approved by DCHA, provided such expenses shall not include normal office operating expenses. Reimbursable expenses shall include photocopying at the lower of cost or \$.05 per page and actual charges for long distance telephone, postage, overnight mail and messenger service if requested by DCHA, auto mileage at the current IRS rate, parking, taxis and metro fares.

D.19 CANCELLATION

DCHA reserves the right to cancel, amend or reform 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, amendment, reformation 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.20 PROTEST

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

**DEFINITIONS**

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

**Executive Director.** The Executive Director of DCHA.

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

**General Counsel.** The General Counsel of DCHA.

**Protester.** Any respondent to a solicitation made by DCHA who has submitted a bid, quotation, or proposal meeting all the material requirements of the solicitation, who has

received an unfavorable decision concerning the results thereof, and who feels that said decision was reached in an unfair and/or biased manner.

## PROCEDURES

1. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days of contract award by the Contracting Officer of the DCHA, or the protest will not be considered, unless a different time period has been established in the RFP or contract, if applicable. The formal complaint must be in writing, must identify the aggrieved party by name and address, and contain a clear and concise factual and legal grounds of the protest, including copies of relevant evidence or supporting documents, statutes, rules, regulations and/or policies violated, and the relief requested by Protester.
2. The Contracting Officer, upon receipt of the formal complaint, shall review the merits of the protest and render a decision, in writing, to the Protester. The response shall include a finding of facts based on information provided by the Protester and DCHA's knowledge of the circumstances and shall include instructions for filing an appeal, if necessary. The Contracting Officer must respond to the formal complaint within fifteen (15) days of its receipt, except where the response time is otherwise stipulated in an agreement with the Protester directly related to the disputed issues.
3. If the Contracting Officer fails to respond to the formal complaint within the specified time period or if the Protester disagrees with the decision rendered, then the Protester may submit an appeal to have the dispute resolved by the DCHA Executive Director. Such appeal must be in writing and made within fifteen (15) days of the date of the initial decision rendered by the Contracting Officer or within fifteen (15) days after the expiration of the response time allotted. The Executive Director or any designee shall respond to any appeal submitted in a timely manner within fifteen (15) days of receipt of said appeal, except where the response time is otherwise stipulated in a contract with the Protester and directly related to the disputed issues.
4. If the Executive Director or designee, fails to respond to a properly submitted protest within the allotted time or the if Protester wishes to appeal the decision rendered, then the Protester may submit a formal request to have the dispute settled by the District of Columbia Contract Appeals Board or 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 2 C.F.R. Part 200. Violations of local law will be under the jurisdiction of local authorities.
  - II. Violation of DCHA's protest procedures delineated herein based on the failure of DCHA to review a complaint or protest.
5. All protests, except those directed to HUD or local authorities, shall be addressed to the administrative offices of DCHA. The address of the administrative offices of DCHA is as follows:

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

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

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

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

#### **D.21 BEST AND FINAL OFFERS**

- D.21.1 DCHA or its affiliated entity 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 a 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.21.2 After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in DCHA’s, or its affiliated entity’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. 22 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. Part 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 forty in a workweek.

**SECTION E – EVALUATION FACTORS FOR AWARD**

**E.1 EVALUATION OF PROPOSALS**

E.1.1 DCHA or its affiliated entity reserves the right to reject any and all proposals determined to be inadequate or unacceptable. DCHA or its affiliated entity 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 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 DCHA or its affiliated entity will make an award to the most responsible and responsive respondent whose offer conforms to the solicitation and is most advantageous to the DCHA or its affiliated entity (i.e., that which represents the best value to DCHA or its affiliated entity), cost or price and other factors considered. The proposed cost must be considered reasonable and must reflect the proposed technical approach.

E.2.2 DCHA or its affiliated entity 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 DCHA or its affiliated entity will make multiple awards to ensure availability of a wide range of firms.

E.2.4 DCHA or its affiliated entity will make awards to the responsible respondents whose offers conform to the solicitation and which are most advantageous to DCHA or its affiliated entity (i.e., that which represents the best value to DCHA or its affiliated entity), cost or price and other factors considered. 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 QUALIFIED BIDDERS LISTING (QBL)**

DCHA will establish with this RFP a Qualified Bidders Listing ("QBL") for all firms determined to be in the competitive range by the Contracting Officer. All firms on the QBL will be eligible for further consideration of contract award by DCHA or its affiliated entity for a period up to two years after DCHA Board approval of contracts under this RFP. DCHA will offer the contractor an option to extend its placement on the QBL for an additional one year. Placement on the QBL will not exceed the period of performance specified for the services required under the solicitation.

Any contractor selected for award will be placed on the QBL for consideration of award by an affiliate of DCHA for a period of up to two years after the DCHA Board approval. Placement on the QBL will not exceed the period of performance specified for the services required under the solicitation.

DCHA or its affiliated entity reserves the right to award one or multiple contracts in each area as defined in Section B.1.

The Contractor may request removal from the QBL at any time during the active period of the listing. In the event that DCHA removes a Contractor from the QBL, the Contractor becomes ineligible to receive any request for legal services for the remaining

term of the QBL and cannot be placed on the active QBL until DCHA issues a new solicitation for legal services.

The Contractor shall ensure that the prices offered under this solicitation allow for placement on the QBL Listing for a period of one year. Placement on the QBL Listing is not an award of services and guarantees no minimum award amount.

**E.4 EVALUATION FACTORS**

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.

Each Respondent will be evaluated in each of the areas of law described in Section B.1 of this RFP to which the Respondent provided information on experience, and information on key personnel.

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**TECHNICAL (Maximum 160 Points)**

No.	Criteria	Weight Factor
1	<b>Management Qualifications</b>	Maximum 20 Points
2	<b>Experience</b>  Respondents will be scored each of the categories in B.1. for which it submits a description of its experience. Points for knowledge of District law will be allocated within each of the categories in B.1, as appropriate for that area.	Maximum 45 Points
3	<b>Staffing Plan/Key Personnel</b>	Maximum 45 Points
4	<b>Fee Proposal</b>  Hourly Rate(s) or Lowest Discounted (Government Rate) of proposed staff based on disciplines previously identified.	Maximum 30 Points
5	<b>Section 3</b> <ol style="list-style-type: none"> <li>1. <i>*For non-construction contracts:</i> Proposes to have DCHA residents or program participants as interns. <i>For construction contracts:</i> Proposes to have DCHA residents or program participants as apprentices (2 pts.)</li> <li>2. Demonstrated evidence of successful past performance with the fulfillment of Section 3 Commitments. (3 pts.)</li> <li>3. Will hire DCHA residents or program participants for appropriate employment opportunities within the firm or any of its affiliated subcontractors. (4 pts.)</li> <li>4. Proposes to provide funding for training for a DCHA resident or program participant. (3 pts.)</li> <li>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.)</li> <li>6. <b>**Proposes to subcontract supportive services to Section 3 businesses.</b> (2 pts.)</li> <li>7. <b>***Vendor submits a unique proposal that supports the requirement of Section 3 “to provide DCHA residents and program participants with training and/employment opportunities.” Includes sponsoring program participants.</b> (4pts.)</li> </ol>	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.

**\*\*A Section 3 Business** is defined as a business that is 51% or more owned by low-income individuals OR, a business whose full time workforce includes, at minimum, 30% low income individuals OR, a business who subcontracts in excess of 25% of the total amount of its contract to section 3 businesses.

**\*\*\*Sponsoring DCHA program participant(s) involves:**

- providing the financial means necessary for the program participant(s) to receive training in a specific trade or other method of higher learning;
- provide mentoring to the program participant(s) sponsored; and
- committing to hire the respective program participant(s) after successful completion of their specialized training.

DCHA will apply appropriate points as outlined below:

### **BONUS POINTS**

#### **6. Business Enterprise Designation Points for Local Small Minority/Woman-Owned Business (*Bonus Factor 10 Points*)**

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 Points:

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

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

The points will be awarded in the following manner:

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

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

**7. CBE Participation (*Bonus Factor 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 all Bonus Points)**

**172.5**

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**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:

<b>Advertise Date</b>	<b>Sunday, July 10, 2016</b>
<b>Issuance of RFP</b>	<b>Monday, July 11, 2016</b>
<b>Deadline for Submission of Questions</b>	<b>Monday, July 25, 2016</b>
<b>Submission of Proposals</b>	<b>Thursday, August 11, 2016</b>
<b>Board of Commissioners Committee Review</b>	<b>TBD</b>
<b>Board of Commissioners Review/Approval</b>	<b>TBD</b>
<b>Contract Award</b>	<b>TBD</b>

ALL PROPOSALS SUBMITTED FOR CONSIDERATION WILL BE REVIEWED BY DCHA OR ITS AFFILIATED ENTITY, AS APPLICABLE, AND THE RESPONDENT(S) RECEIVING THE HIGHEST RATING(S), BASED ON THE CRITERIA PRESENTED ABOVE, WILL BE SELECTED AS BEING THE MOST CAPABLE OF PROVIDING THE SERVICES IN A MANNER THAT IS MOST ADVANTAGEOUS TO DCHA OR ITS AFFILIATED ENTITY, 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 TO DO SO.



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



# General Conditions for Non-Construction Contracts

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

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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

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

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

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

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:

- (i) appeals under the clause titled Disputes;
- (ii) litigation or settlement of claims arising from the performance of this contract; or,
- (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

(a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.

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

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

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

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

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

- (i) Award of the contract may result in an unfair competitive advantage; or
- (ii) The Contractor's objectivity in performing the contract work may be impaired.

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

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

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

## 16. Equal Employment Opportunity

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

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

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

## 17. Dissemination or Disclosure of Information

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

## 18. Contractor's Status

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

## 19. Other Contractors

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

## 20. Liens

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

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

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

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

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

## **22. Procurement of Recovered Materials**

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

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
Office of Labor Relations  
OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

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

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

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

#### 1. Minimum Wages

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

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

#### 2. Withholding of funds

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

#### 3. Records

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

#### 4. Apprentices and Trainees

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

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

- (i) A training/trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (ii) A training/trainee program that has received prior approval by HUD.

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

## 5. Disputes concerning labor standards

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

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

## 6. Contract Work Hours and Safety Standards Act

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

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



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

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

## **7. Subcontracts**

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

## **8. Non-Federal Prevailing Wage Rates**

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



## **ATTACHMENT "B"**

### **TAX CREDIT AFFIDAVIT**



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

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

Address \_\_\_\_\_

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

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

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

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

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

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

I hereby certify that:

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

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

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

Attach copy of Agreement

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

The Department of Finance and Revenue also requires:

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

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

PROJECT: \_\_\_\_\_

\_\_\_\_\_ being  
(President of Authorized Official of Bidder)

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

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

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

does not have a proposed debarment pending; and

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
President of Authorized Official

\_\_\_\_\_  
Title

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

Subscribed and sworn before me this \_\_\_\_\_ day \_\_\_\_\_

at \_\_\_\_\_  
City and State

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





# **ATTACHMENT "E"**

## **CONTRACT COMPLIANCE REQUIREMENTS**



## **CONTRACT COMPLIANCE REQUIREMENTS**

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

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

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

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

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

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

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**(SAMPLE STATEMENT)**

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

**EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT**

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

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

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

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

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

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

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

\_\_\_\_\_  
AUTHORIZED OFFICIAL AND TITLE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
FIRM/ORGANIZATION NAME

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

\_\_\_\_\_  
DATE

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## **COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**

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

### **Certification**

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

\_\_\_\_\_  
CONTRACTOR NAME

\_\_\_\_\_  
SIGNATURE OF COMPANY OFFICIAL

\_\_\_\_\_  
TITLE

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

\_\_\_\_\_  
DATE



## EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

### Instructions:

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

### SECTION A - TYPE OF REPORT

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

Single Establishment Employer:

1. ( ) Single Establishment Employer Report

one of each

Multi-establishment Employer:

2. ( ) Consolidate Report

3. ( ) Headquarters Unit Report

4. ( ) Individual Establishment Report (submit

with 25 or more employees)

5. ( ) Special Report

2. Total number of reports being filed by this company. \_\_\_\_\_

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

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.					
2. Establishment for which this report is filed					OFFICIAL USE
a. Name of establishment					c.
Address (Number and Street)	City or town	County	State	Zip Code	d.
b. Employer Identification No.					
3. Parent or affiliated company					
a. Name of Parent or affiliated company					
Address (Number and Street)	City or town	County	State	Zip Code	
b. Employer Identification No.					

### SECTION C-ESTABLISHMENT INFORMATION

Is the location of the establishment the same as that reported last year?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="checkbox"/> Did not report last year	<input type="checkbox"/> Reported on combined basis	
Is the major business activity at this establishment the same as that reported last year?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
<input type="checkbox"/> Did not report last year	<input type="checkbox"/> Reported on combined basis	
What is the major activity of this establishment? Be specific, i.e., manufacturing steel castings, retail grocer, wholesale, plumbing supplies, title insurance, etc. Include the specific type of product or services provided as well as the principal business or industry.		
MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).		
<input type="checkbox"/> YES	<input type="checkbox"/> NO	

DAS-44-404

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

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

CONTRACT AMOUNT: \$ \_\_\_\_\_

MBOC CERTIFICATION NO. \_\_\_\_\_  
    ☐ ENTERPRIZE ZONE

SET ASIDE: ☐ YES   ☐ NO   ☐ LOCAL   ☐ SMALL   ☐ DISADVANTAGED

CONTRACTING AGENCY: \_\_\_\_\_

CONTRACT COMPLIANCE PERSON \_\_\_\_\_

CAPTION: \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
Title





## **LIST OF CERTIFIED MINORITY AND WOMEN-OWNED BANKS**

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

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## MINORITY FINANCIAL INSTITUTION DATA FORM

SOLICITATION NO: \_\_\_\_\_

CONTRACTOR NAME: \_\_\_\_\_

Indicate below if you bank with a Minority Financial Institution:

\_\_\_\_\_ YES

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

Address: \_\_\_\_\_

Type of Account(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ NO (please explain)

Explanation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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## 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 AUTHORITY AND THE PROPOSAL MAY BE REJECTED.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



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



INVITATION NO:  
PROJECT:

**PAYMENT TO SUBCONTRACTORS AND SUPPLIERS CERTIFICATE**

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

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

Certifications shall be made on the following standard form:

TO: Contracting Officer  
District of Columbia Housing Authority  
1133 North Capitol Street, N.E.  
Washington, D.C. 20002

I hereby certify:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Title



**ATTACHMENT "G"**  
**REPRESENTATION, CERTIFICATION,**  
**AND OTHER STATEMENTS OF BIDDERS**



**THE DISTRICT OF COLUMBIA HOUSING AUTHORITY**

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

**1. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

**(a) The bidder certifies that-**

- (1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, and consultation, communication, or agreement with any bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;**
- (2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and**
- (3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.**

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

- (1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or**
  - (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.**
-

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

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

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

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

(d) Non-collusive affidavit

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

## 2. CONTINGENT FEE REPRESENTATION AND AGREEMENT

(a) Definitions. As used in this provision:

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

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

---



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

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

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

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

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

**3. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (applicable to contracts exceeding \$100,000)**

(a) The definitions and prohibitions contained in Section 1352 of title 31, (Limitation on use of appropriated funds to influence certain federal contracting and financial transactions) United States Code, are incorporated by reference in paragraph (b) of this certification.

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

1. No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer, the Executive Director, or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;
  2. If any funds other than Federal appropriate funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities" attached hereto; and
  3. He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
-

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

#### 4. ORGANIZATIONAL CONFLICTS OF INTEREST CERTIFICATION

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

- (a) result in an unfair competitive advantage to the bidder, or
  - (b) Impair the bidder's objectivity in performing the contract work.
- [ ] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

#### 5. BIDDER'S CERTIFICATION OF ELIGIBILITY

- (a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm is ineligible to:
- 1. Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,
  - 2. Participate in HUD programs pursuant to 24 CFR Part 24.
- (b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the bidder knowingly or want only rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

#### 6. MINIMUM BID ACCEPTANCE PERIOD

- (a) "Acceptance period," as used in this provision, means the number of calendar days available to the DCHA for awarding a contract from the date specified in this solicitation for receipt of bids.
  - (b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
  - (c) The DCHA requires a minimum acceptance period of 60 calendar days from date of bid opening. If the award is delayed by a required approval of another governing agency, then the acceptance period shall be 120 days.
  - (d) In the space provided immediately below, bidders may specify a longer acceptance period than the DCHA minimum requirement. The bidder allows the following acceptance periods: \_\_\_\_\_ calendar days.
  - (e) A bid allowing less than the DCHA minimum acceptance period will be rejected.
  - (f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.
-

**7. SMALL, MINORITY, WOMEN-OWNED BUSINESS CONCERN REPRESENTATION**

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

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

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

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

[ ] Black Americans

[ ] Asian Pacific Americans

[ ] Hispanic Americans

[ ] Asian Indian Americans

[ ] Native Americans

[ ] Hasidic Jewish Americans

**8. CERTIFICATION OF NONSEGREGATED FACILITIES (applicable to contracts exceeding \$10,000)**

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

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

---

- (c) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will
  - (1) Obtain identical certifications from the proposed subcontractors;
  - (2) Retain the certifications in its files; and
  - (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods);

**NOTICE OF PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR CERTIFICATIONS OF NON-SEGREGATED FACILITIES.**

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

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

**9. EQUAL EMPLOYMENT OPPORTUNITY**

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

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or disability.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, or disability. Such action shall include, but not limited to, (1) employment, (2) upgrading, (3) demotion, (4) transfer, (5) recruitment or recruitment advertising, (6) layoff or termination, (7) rates of pay or other forms of compensation, and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contract shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, or disability.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, as the rules, regulations, and orders of the Secretary of labor.
- (g) The Contractor shall furnish all information and reports required by Executive order 11245, as amended, Section 503 of the Rehabilitation Act of 1973, as amended, and by rules, regulations, and orders of the Secretary of labor, or pursuant thereto. The Contractor shall permit access to its books, records,

and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulations, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or Federally assisted construction contracts under procedures authorized in Executive Order 11246, as amended. In addition, sanction may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and order of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontract or purchase as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; providing that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interest of the United States.

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

- (a) Any facility to be used in the performance of this contract [ ] is [ ] is not listed on the Environmental Protection Agency List of Violating Facilities:
- (b) The bidder will immediately notify the DCHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA list of Violating Facilities; and,
- (c) The bidder will include a certification substantially the same as this certification, including this paragraph ©, in every nonexempt subcontract.

11. BIDDER'S SIGNATURE

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

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

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

TITLE \_\_\_\_\_

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

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

\_\_\_\_\_



# **ATTACHMENT "H"**

## **STATEMENT OF BIDDERS**

### **QUALIFICATIONS**



### STATEMENT OF BIDDER'S QUALIFICATIONS

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

1. **Name of bidder**\_\_\_\_\_
2. **Name of principals**\_\_\_\_\_
3. **Names of authorized signatories**\_\_\_\_\_
4. **Permanent main office address**\_\_\_\_\_
5. **When organized**\_\_\_\_\_
6. **Where incorporated**\_\_\_\_\_
7. **How many years have you been engaged in the contracting business under your present name?**\_\_\_\_\_  
\_\_\_\_\_
8. **Previous names of companies in which the principals listed above (#2) have engaged in the contracting business**\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
9. **List all contracts on hand by name of contract and gross amount**\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
10. **Have you ever defaulted on a contract?**\_\_\_\_\_

11. If so, where and why? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

12. Have you ever refused to sign a contract at your original bid? \_\_\_\_\_  
\_\_\_\_\_  
If yes, explain \_\_\_\_\_  
\_\_\_\_\_

13. Names, background, experience and current workload of the principal members of your personnel, including the officer.

<u>Name</u>	<u>Background</u>	<u>Years in Contracting</u>	<u>Current Workload</u>
-------------	-------------------	-----------------------------	-------------------------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

14. Furnish written evidence of amount and type of credit available.

15. Attach a Financial Statement no more than six months old.

16. Will you, upon request, fill out a detailed Financial Statement and furnish any other information that may be required by the Housing Authority? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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



Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_ at \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Name of Bidder)

BY: \_\_\_\_\_  
(Signature of Bidder's Representative)

\_\_\_\_\_  
Title

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

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

\_\_\_\_\_, being duly sworn,  
(Individual signing above)

deposes and says he is \_\_\_\_\_ of  
(Title)

\_\_\_\_\_  
(Name of Organization)

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

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

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



# **ATTACHMENT "I"**

## **SECTION 3 CONTRACTOR COMPLIANCE AGREEMENTS**

## SECTION 3 COMMITMENT/ACTION PLAN

Date: \_\_\_\_\_

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

DJ#/Contract#: \_\_\_\_\_

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

Company Authorized Official: \_\_\_\_\_

Name and Contact Information of Person Responsible for Submitting Monthly Reports:

\_\_\_\_\_

\_\_\_\_\_

-----

*Describe your Section 3 Commitment/Action Plan for this Project:*

Page 2

Section 3 Commitment/Action Plan Continued

Company: \_\_\_\_\_

*This information is true and correct to the best of my knowledge.*

\_\_\_\_\_  
Signature of Authorized Company Official

\_\_\_\_\_  
Date

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 147  
Washington DC 20002-7599  
<<Today's Date>>

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

Dear:

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

Contract Description

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

Contract Value

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

Period of Performance

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

ABC Company, Inc.'s Section 3 Commitment

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

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

Regards,

John Doe  
President  
ABC Company, Inc.

**SECTION 3 COMMITMENT  
ESTIMATED PROJECT WORKFORCE BREAKDOWN**

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

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

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

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

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

\_\_\_\_\_  
Company

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



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

## Section 3 Contractor Compliance Agreement

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

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

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

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



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

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

The undersigned parties agree to comply with the following provisions:

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





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

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



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

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

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



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

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

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

**CONTRACTOR:** \_\_\_\_\_

By: \_\_\_\_\_  
(name)  
(title)

**DISTRICT OF COLUMBIA HOUSING AUTHORITY**

By: \_\_\_\_\_  
Cheryl Moore  
Contracting Officer



## **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 15-4281 (Rev.-3) was first posted on www.wdol.gov on 04/19/2016

\*\*\*\*\*

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

Daniel W. Simms	Division of	Wage Determination No.: 2015-4281
Director	Wage Determinations	Revision No.: 3
		Date Of Revision: 04/08/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was 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 \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Prince George's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, 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		16.59
01012 - Accounting Clerk II		18.61
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01035 - Court Reporter		21.84
01041 - Customer Service Representative I		14.40
01042 - Customer Service Representative II		16.18
01043 - Customer Service Representative III		17.66
01051 - Data Entry Operator I		14.71
01052 - Data Entry Operator II		16.05
01060 - Dispatcher, Motor Vehicle		18.42
01070 - Document Preparation Clerk		14.70
01090 - Duplicating Machine Operator		14.70
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		14.98
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		24.23
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	31.41
01420 - Survey Worker	20.03
01460 - Switchboard Operator/Receptionist	14.43
01531 - Travel Clerk I	13.46
01532 - Travel Clerk II	14.46
01533 - Travel Clerk III	15.53
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	27.70
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	14.14
07041 - Cook I	13.81
07042 - Cook II	16.06
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	19.19
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	11.59
11090 - Gardener	17.52
11122 - Housekeeping Aide	12.23
11150 - Janitor	12.23
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.40
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	13.80
12000 - Health Occupations	
12010 - Ambulance Driver	21.63
12011 - Breath Alcohol Technician	21.35
12012 - Certified Occupational Therapist Assistant	25.42
12015 - Certified Physical Therapist Assistant	23.57

12020 - Dental Assistant	17.98
12025 - Dental Hygienist	44.75
12030 - EKG Technician	30.44
12035 - Electroneurodiagnostic Technologist	30.44
12040 - Emergency Medical Technician	21.63
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	16.36
12130 - Medical Laboratory Technician	18.08
12160 - Medical Record Clerk	18.80
12190 - Medical Record Technician	21.04
12195 - Medical Transcriptionist	20.12
12210 - Nuclear Medicine Technologist	37.60
12221 - Nursing Assistant I	11.74
12222 - Nursing Assistant II	13.19
12223 - Nursing Assistant III	14.40
12224 - Nursing Assistant IV	16.16
12235 - Optical Dispenser	20.17
12236 - Optical Technician	17.38
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	17.18
12305 - Radiologic Technologist	32.31
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)	23.90
12320 - Substance Abuse Treatment Counselor	27.04
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.37
13012 - Exhibits Specialist II	26.46
13013 - Exhibits Specialist III	32.37
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	36.09
13050 - Library Aide/Clerk	14.86
13054 - Library Information Technology Systems Administrator	32.58
13058 - Library Technician	20.09
13061 - Media Specialist I	20.60
13062 - Media Specialist II	23.05
13063 - Media Specialist III	25.70
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
13090 - Technical Order Library Clerk	18.67
13110 - Video Teleconference Technician	21.25
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
14170 - System Support Specialist		36.86
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		29.48
15085 - Maintenance Test Pilot, Fixed, Jet/Prop		48.72
15086 - Maintenance Test Pilot, Rotary Wing		48.72
15088 - Non-Maintenance Test/Co-Pilot		48.72
15090 - Technical Instructor		27.59
15095 - Technical Instructor/Course Developer		33.74
15110 - Test Proctor		22.22
15120 - Tutor		22.22
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		10.37
16030 - Counter Attendant		10.37
16040 - Dry Cleaner		13.33
16070 - Finisher, Flatwork, Machine		10.37
16090 - Presser, Hand		10.37
16110 - Presser, Machine, Drycleaning		10.37
16130 - Presser, Machine, Shirts		10.37
16160 - Presser, Machine, Wearing Apparel, Laundry		10.37
16190 - Sewing Machine Operator		14.28
16220 - Tailor		15.13
16250 - Washer, Machine		11.37
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		23.25
19040 - Tool And Die Maker		25.72
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		18.02
21030 - Material Coordinator		24.23
21040 - Material Expediter		24.23
21050 - Material Handling Laborer		13.83
21071 - Order Filler		15.09
21080 - Production Line Worker (Food Processing)		18.02
21110 - Shipping Packer		16.20
21130 - Shipping/Receiving Clerk		16.20
21140 - Store Worker I		11.96
21150 - Stock Clerk		17.21
21210 - Tools And Parts Attendant		18.02
21410 - Warehouse Specialist		18.02
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		29.93
23019 - Aircraft Logs and Records Technician		21.74
23021 - Aircraft Mechanic I		28.41
23022 - Aircraft Mechanic II		29.93
23023 - Aircraft Mechanic III		31.38
23040 - Aircraft Mechanic Helper		19.29
23050 - Aircraft, Painter		27.20
23060 - Aircraft Servicer		21.74
23070 - Aircraft Survival Flight Equipment Technician		27.20

23080 - Aircraft Worker	23.11
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	23.11
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.41
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	28.62
23130 - Carpenter, Maintenance	21.66
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	27.43
23182 - Electronics Technician Maintenance II	29.12
23183 - Electronics Technician Maintenance III	30.68
23260 - Fabric Worker	21.04
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	19.38
23311 - Fuel Distribution System Mechanic	25.09
23312 - Fuel Distribution System Operator	21.32
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	28.41
23381 - Ground Support Equipment Servicer	21.74
23382 - Ground Support Equipment Worker	23.11
23391 - Gunsmith I	19.38
23392 - Gunsmith II	22.54
23393 - Gunsmith III	25.20
23410 - Heating, Ventilation And Air-Conditioning Mechanic	26.28
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	27.69
23430 - Heavy Equipment Mechanic	24.16
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	24.85
23465 - Laboratory/Shelter Mechanic	23.93
23470 - Laborer	14.98
23510 - Locksmith	23.21
23530 - Machinery Maintenance Mechanic	25.43
23550 - Machinist, Maintenance	24.69
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	24.85
23592 - Metrology Technician II	26.18
23593 - Metrology Technician III	27.46
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	25.89
23810 - Plumber, Maintenance	24.52
23820 - Pneudraulic Systems Mechanic	25.20
23850 - Rigger	25.20
23870 - Scale Mechanic	22.54
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	30.15
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	25.20
23980 - Woodworker	19.38
24000 - Personal Needs Occupations	
24550 - Case Manager	17.64

24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.86
24620 - Family Readiness And Support Services Coordinator	17.64
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	30.03
25040 - Sewage Plant Operator	22.92
25070 - Stationary Engineer	30.03
25190 - Ventilation Equipment Tender	21.44
25210 - Water Treatment Plant Operator	22.92
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.91
27007 - Baggage Inspector	13.98
27008 - Corrections Officer	25.08
27010 - Court Security Officer	26.37
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	25.08
27070 - Firefighter	26.52
27101 - Guard I	13.98
27102 - Guard II	20.57
27131 - Police Officer I	28.19
27132 - Police Officer II	31.32
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63
28043 - Carnival Worker	9.24
28210 - Gate Attendant/Gate Tender	14.31
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	16.02
28510 - Recreation Aide/Health Facility Attendant	11.68
28515 - Recreation Specialist	19.84
28630 - Sports Official	12.75
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	25.44
29020 - Hatch Tender	25.44
29030 - Line Handler	25.44
29041 - Stevedore I	23.44
29042 - Stevedore II	26.66
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	27.38
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	30.16
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
30051 - Cryogenic Technician I	24.48
30052 - Cryogenic Technician II	27.04
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
30095	- Evidence Control Specialist	22.10
30210	- Laboratory Technician	23.38
30221	- Latent Fingerprint Technician I	31.51
30222	- Latent Fingerprint Technician II	34.81
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
30375	- Petroleum Supply Specialist	27.04
30390	- Photo-Optics Technician	27.98
30395	- Radiation Control Technician	27.04
30461	- Technical Writer I	24.12
30462	- Technical Writer II	29.52
30463	- Technical Writer III	35.72
30491	- Unexploded Ordnance (UXO) Technician I	25.24
30492	- Unexploded Ordnance (UXO) Technician II	30.53
30493	- Unexploded Ordnance (UXO) Technician III	36.60
30494	- Unexploded (UXO) Safety Escort	25.24
30495	- Unexploded (UXO) Sweep Personnel	25.24
30501	- Weather Forecaster I	24.48
30502	- Weather Forecaster II	29.77
30620	- Weather Observer, Combined Upper Air Or	(see 2) 25.19
Surface Programs		
30621	- Weather Observer, Senior	(see 2) 27.98
31000	- Transportation/Mobile Equipment Operation Occupations	
31010	- Airplane Pilot	30.53
31020	- Bus Aide	14.32
31030	- Bus Driver	20.85
31043	- Driver Courier	15.38
31260	- Parking and Lot Attendant	10.07
31290	- Shuttle Bus Driver	16.83
31310	- Taxi Driver	13.98
31361	- Truckdriver, Light	16.83
31362	- Truckdriver, Medium	18.28
31363	- Truckdriver, Heavy	19.96
31364	- Truckdriver, Tractor-Trailer	19.96
99000	- Miscellaneous Occupations	
99020	- Cabin Safety Specialist	14.89
99030	- Cashier	10.03
99050	- Desk Clerk	12.08
99095	- Embalmer	25.36
99130	- Flight Follower	25.24
99251	- Laboratory Animal Caretaker I	12.43
99252	- Laboratory Animal Caretaker II	13.59
99260	- Marketing Analyst	33.51
99310	- Mortician	34.10
99410	- Pest Controller	17.69
99510	- Photofinishing Worker	13.20
99710	- Recycling Laborer	19.20
99711	- Recycling Specialist	23.54
99730	- Refuse Collector	17.01
99810	- Sales Clerk	12.09
99820	- School Crossing Guard	14.77
99830	- Survey Party Chief	23.14
99831	- Surveying Aide	14.38
99832	- Surveying Technician	21.99
99840	- Vending Machine Attendant	15.48
99841	- Vending Machine Repairer	19.67

99842 - Vending Machine Repairer Helper

15.48

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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

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

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

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

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

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

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you

work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

#### \*\* HAZARDOUS PAY DIFFERENTIAL \*\*

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

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

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

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

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

#### \*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\*

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1),



dated September 2015, unless otherwise indicated.

\*\* 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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 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 Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1)).



**ATTACHMENT “L”  
BENCHMARK STANDARDS & MENU OF  
EXPANDED OPTIONS FOR  
COMPLIANCE WITH DCHA’S SECTION 3  
PROGRAM**

## WITH

## November 10, 2015

Construction Contracts	Non-Construction Contracts			
	Legal	Professional Services	Consultant/Other	Other
		A&E		Janitorial/Other
Benchmark: 10% of the total number of labor hours	Benchmark: 3% of the total dollar amount of all non-construction contracts**			
Original Options: New Hires – Temporary and Permanent Apprenticeships/General Training Subcontract with Section 3 Business Concerns  Cash Contributions (As A Last Resort When Feasible Options Have Been Exhausted)	Original Options: New Hires – Temporary and/or Permanent Subcontract w/Section 3 Business Concerns Cash Contribution	Original Options: New Hires – Temporary and/or Permanent Subcontract w/Section 3 Business Concerns Cash Contributions	Original Options: New Hires – Temporary and/or Permanent Subcontract w/Section 3 Business Concerns Cash Contributions	Original Options: New Hires – Temporary and/or Permanent Subcontract w/Section 3 Business Concerns Pre-Apprenticeships Cash Contributions
	Proposed Additional Options: Sponsor delivery of a Security Certification Course	Proposed Additional Options: Sponsor delivery of a Landscaping Certification Course	Proposed Additional Options: Sponsor delivery of two 3-day Survey Training Workshops and purchase 25 tablets	Proposed Additional Options: Sponsor an On-the-Job Training Program
	Sponsor onsite GED classes at the Southwest Center	Sponsor onsite GED classes at the Southwest Center	Sponsor onsite GED classes at the Southwest Center	Sponsor onsite GED classes at the Southwest Center
	Sponsor Legal Clinics, including free simple Wills, refreshments for	Sponsor 2 Student Scholarship Packages – \$5,000 and \$1,000	Sponsor 2 Student Scholarship Packages – \$5,000 and \$1,000	Sponsor 2 Student Scholarship Packages – \$5,000 and \$1,000

# BENCHMARK STANDARDS & MENU OF EXPANDED OPTIONS FOR COMPLIANCE

WITH

## DCHA'S SECTION 3 PROGRAM

November 10, 2015

	at least 3 DCHA properties/\$2,500 per property	Sponsor 2 Summer Youth (Employment)/\$10.50 per hour plus FICA/8 weeks. Includes Career Day Attire.	Sponsor 2 Summer Youth (Employment)/\$10.50 per hour plus FICA/8 weeks. Includes Career Day Attire.	Sponsor 2 Summer Youth (Employment)/\$10.50 per hour plus FICA/8 weeks. Includes Career Day Attire.
<b>Proposed Additional Options:</b>	Provide Organizational Development/Nonprofit Management TA for Resident Councils	Sponsor Personal Money Management Workshops/\$12,000, includes series of 4 classes plus free Tri-Merged Credit Report and 2 individualized counseling sessions	Sponsor Personal Money Management Workshops/\$12,000, includes series of 4 classes plus free Tri-Merged Credit Report and 2 individualized counseling sessions	Propose an Alternative Program or Strategy
Sponsor delivery of an Apartment Maintenance Certification Course by UDC				
Sponsor delivery of the Construction Suite of Certification Courses				
Provide \$30 per day stipends for residents participating in a 6-weeks pre-apprenticeship program				
Sponsor 2 Student Scholarship Packages – \$5,000 and \$1,000				
Sponsor at least 2 Summer Youth (Employment)/\$10.50 per hour plus FICA/8 weeks. Includes Career Day Attire.				
Sponsor Personal Money Management Workshops/\$25,000, includes series of 5 classes plus free Tri-Merged Credit Report and 2 individualized counseling sessions				

# BENCHMARK STANDARDS & MENU OF EXPANDED OPTIONS FOR COMPLIANCE WITH

## DCHA'S SECTION 3 PROGRAM

*November 10, 2015*

### Additional Required Thresholds:

- When a contractor or vendor is providing direct technical assistance to a resident or residents, a minimum of fifteen (15) hours should be provided in the subject area.
- When a contractor or vendor is directly delivering training for residents, a minimum range of 4-10 hours should be provided.
- When a contractor or vendor is providing on-the-job training opportunities for residents, the minimum number of hours provided should reflect industry standards for the respective job. Any subsidy provided must meet the required labor standard for hourly wages per participant.

### \*\*Footnote:

HUD has proposed a new rule that will change the current benchmark for non-construction contractors or vendors. Currently, three percent (3%) of the total dollar amount of all non-construction contracts shall be awarded to Section 3 businesses.