
PARKWAY OVERLOOK LP

REQUEST FOR PROPOSAL

SOLICITATION NO.

POLP 0001-2017

ISSUE DATE: May 1, 2017

CLOSING DATE: June 1, 2017

CAPTION: Property Management Services at Parkway Overlook

SECTION A – GENERAL INTRODUCTION

A.1 OVERVIEW

The District of Columbia Housing Authority (DCHA) is dedicated to enhancing the quality of life in the District of Columbia by providing and effectively managing affordable housing, which is diverse, well maintained, and aesthetically pleasing for those whose circumstances prevent them from competing in the general marketplace. Besides operating over 8,300 rental units subsidized with public housing subsidy, DCHA also contracts over 14,000 private units through its Housing Choice Voucher Program (“HCVP”). DCHA has embarked on an ambitious program of development and redevelopment to create economically diverse communities and neighborhoods. DCHA is one of the most innovative housing authorities in the nation and is actively pursuing non-governmental sources of financing to promote HCVP homeownership assistance programs, project-based public housing subsidies, and implement more creative uses of its authority through the United States Department of Housing and Urban Development (HUD)’s Moving to Work (MTW) Demonstration Program.

A.2 BACKGROUND

Parkway Overlook LP (“POLP”) is a District of Columbia limited partnership and an affiliate of DCHA. POLP was established in order to undertake the financing and redevelopment of the “Parkway Overlook Apartments” (the “Property”) located at 2841 Robinson Place, SE. POLP purchased the Property in 2014 and is undertaking a substantial rehabilitation of the Property, which will result in a final unit count of 220 units. The unit mix may be revised, but is currently planned to include the following:

1 BR / 1BA	2BR / 2BA	2BR + Den / 2 BA	3 BR / 2BA	TOTAL
53	80	28	59	220

The site also includes approximately 200 parking spaces, a significant amount of green space, two tot lots, a community center, and a leasing office (the residential units, parking spaces, green spaces, tot lots, community center, leasing officer, and all other renovations and improvements to the Property collectively referred to herein as the “Project”). All units will be fully renovated, as the Property has been damaged significantly from vandalism and weather since the units were vacated. The improvements will include:

- Gut renovation - new appliances, HVAC, electrical system, kitchens, bathrooms
- Open kitchen design
- Addition of washer/dryer to each unit
- Include accessible units
- Addition of second bathroom to 2-BR and 3-BR units
- New leasing office fronting on Robinson Place
- Improvements to community building, including fitness room, business center, multi-purpose room, kitchen

The construction is anticipated to be funded by the following sources: District of Columbia Housing Production Trust Funds (“HPTF”), Low-Income Housing Tax Credits (“LIHTC”), and private debt. All units will be affordable to households earning no more than 50% of the Area Median Income (“AMI”). Additional information, including photos, site plan, and projected unit mix and rents are included in “**Appendices 1-6**”.

POLP invites qualified companies to submit proposals for Property Management Services in response to this solicitation. The initial contract will begin after selection of the Respondent (“Contractor”), and will continue for a one year term, subject to up to 4 one year renewals at the option of POLP. However, as the project is currently in the design phase, the project is not anticipated to be ready for occupancy until approximately two years after selection.

SECTION B – SCOPE OF SERVICES

POLP seeks price-competitive, full-service rental property management service proposals from qualified, experienced, and knowledgeable property management firms. The project must be managed and operated in a manner that is compliant with Low Income Housing Tax Credit (LIHTC) requirements. These management services will include, but not be limited to, the following duties and responsibilities:

B.1 DESIGN CONSULTATION

Contractor will consult with POLP as requested during the design, pre-construction and construction phases. Contractor will provide input on design issues as requested in order to improve the marketability and ease of management of the Property. POLP will make the final decision on all matters relating to the design of the Property.

B.2 MARKETING

Contractor will be responsible for developing a marketing plan in consultation with POLP, and executing the marketing plan to achieve an expeditious lease-up of the Property and to meet the placed in service and other LIHTC requirements. The Contractor will be responsible for preparing an information sheet on the Property for the purpose of marketing the units. The Contractor shall be responsible for conducting outreach to former Parkway Overlook residents interested in leasing the units. POLP will coordinate with the property manager on outreach. A site-based waiting list will be established and maintained for the Property.

B.3 LEASING

Contractor will be responsible for all leasing activity, including initial lease up. Due to restrictions of the funding sources, leasing will be restricted to residents with incomes at or below 50 percent of AMI. A number of units will also receive operating subsidy through Project Based Housing Choice Vouchers. In addition, leasing will be directed towards the following groups:

- Former residents of Parkway Overlook.
- Households that qualify for Permanent Supportive Housing services. Residents will be referred through the District of Columbia's Coordinated Entry System, with support from the District of Columbia Department of Human Services ("DHS"). Eleven units will be reserved for referrals. These units will receive operating subsidy through Project Based Vouchers.
- Households that require accessible features. Thirteen units in the Project will be UFAS compliant. DCHA will provide referrals for some, or all of these units.

Contractor will be responsible for the following leasing functions: timely requests for eligible referrals from DHS and DCHA waiting lists, contacting referred applicants and showing units, completing orientation and completing lease-ups, and coordinating with POLP to meet lease-up requirements per requirements of the investor, lenders and DCHA as administrator of the Project-Based Vouchers.

B.4 RENT COLLECTION AND SECURITY DEPOSITS

Contractor will be responsible for the collection of rents and charges owed by residents. All rents will be deposited in an operating account for the Property. Contractor will also be responsible for collecting, depositing, and disbursing resident security deposits and maintaining related records.

B.5 LEASE ENFORCEMENT

Contractor will be responsible for enforcing compliance with the terms of the lease, termination of leases, and initiating eviction actions against residents, including serving notices to vacate, and filing judicial actions. To perform this task Contractor will use its own legal counsel and consult with POLP. Monthly reports of all notices serviced, writs served and evictions effectuated shall be reported to POLP. Also, Contractor will ensure that it complies with the applicable HCVP grievance procedures set forth in DCHA's administrative plan. A copy of the grievance procedure shall be provided by POLP. Contractor will conduct annual resident income reviews as required by program and funding requirements. Residents who reside in the PBV units will also be required to comply with the recertification requirements of HCVP. Contractor will receive notice of the residents who must recertify under HCVP.

B.6 ON-SITE MANAGEMENT

Contractor will hire competent and responsive on-site staff. Contractor will hire, supervise, train, manage and pay all wages and benefits in accordance with Federal and District of Columbia laws and regulations. The staff shall be available to all tenants through published office hours and off-hour emergency service.

Contractor is required to staff and maintain on-site management office for conducting activities related to the management of the Project. The management office shall be staffed and open to the residents Monday through Friday during hours that will be accessible to the residents.

In consultation with POLP, the Contractor shall develop a site based management plan, which shall be applicable to the Project.

B.7 SECURITY

Contractor shall be responsible for monitoring security, CCTV, alarm systems and handling all incidents at the Property. Contractor shall be responsible for hiring and contracting security services for evening hours for the Property.

B.8 PURCHASING AND SUB-CONTRACTING

Any subcontractor hired by Contractor must be advised that the subcontractor is not an agent of POLP or DCHA and cannot bind the entities. Contractor shall be solely responsible for any and all payments to subcontractors.

Contractor will be authorized to subcontract for supplies, materials, equipment, and services required for operation of the Property, up to a maximum limit of \$5,000.00 per purchase. Any purchases over \$5,000 shall require prior written consent of POLP. All purchases must be within the approved budget. Contractor will be responsible for ensuring that the quality of all materials and supplies purchased meets high standards and that all contracted services are completed in an acceptable and workmanlike manner.

B.9 INSPECTIONS

Contractor will be expected to perform daily inspections of grounds, building exteriors, building systems, interior common areas, and the community building. Contractor must include in its Management Plan a maintenance plan and schedule for conducting routine and annual inspections, including inspections to meet Housing Quality Standards ("HQS").

B.10 RECORDKEEPING

Contractor will maintain Property financial records, occupancy data and work orders in the integrated management database.

B.11 REPORTING

Contractor will also provide reports or other information required by POLP, DCHA, the U.S. Department of Housing and Urban Development (HUD) or other project funding sources, in the applicable electronic format as requested. Contractor will maintain partner relationships and provide reports to lenders, partners, and regulators as required by the management agreement, loan agreements, operating agreements, bond documents and other financing documents. Contractor will consult with POLP staff to review its processes for creating all required reports. POLP will specify the form and content of the reports. Contractor must provide all required reports to POLP in an electronic format compatible with Microsoft Office. At a minimum, the following reports shall be provided:

Monthly	A monthly summary report of management indicators.
	Monthly Financial Reports: Rent roll, receivables and payables report, budget variance report, and cash disbursements report, bank statements and bank reconciliation reports.
	Monthly Vacancy Report: Listing of units vacated and occupied during the month.
	Other Monthly Management Reports: Reports on vacancy turnover, maintenance work orders, preventive maintenance, resident re-certifications, lease enforcement, semi-annual inspections, and security incidents.
	Recertification Reporting: Electronic reporting to HUD of income and household data collected from each resident family at recertification, transfer, and lease termination.
	Legal Actions: Notices to Quit Served; Evictions.
Semi-Annual	Inspection Certification: Certification and reports of the unit and common area inspections.
Annual	Financial Audit: A financial audit report prepared by a certified public accountant and performance and compliance supporting documentation.

B.12 RECORDS

Contractor will maintain a comprehensive and organized system of auditable records of all financial and management operations of the Project in accordance with the applicable Federal and District of Columbia requirements and any other funding sources. Property records shall include all individual files for each resident and unit at the Property, records of vacancies, rent collections, maintenance requested and performed inspections, resident re-certifications, lease enforcements, security, budget and financial records, and information related to fixed assets and equipment at the Property.

B.13 FIXED ASSETS AND BUILDING EQUIPMENT

Contractor shall also maintain a complete and up-to-date inventory list of all fixed assets at the Property, including appliances, fixtures, furniture, building equipment, and maintenance equipment, as well as maintain keys to all units and common areas

B.14 MAINTENANCE

Contractor will be required to ensure that qualified and competent on-site maintenance staff provide proper management and turnaround of all maintenance and repair related issues arising on-site, including preventative maintenance, after hours emergency maintenance response, periodic inspection of site, grounds, common areas, systems, and apartments required by POLP to provide quality service to residents.

Contractor will have the primary responsibility for performing maintenance and repairs on major building systems, including heating systems, central air conditioning systems, plumbing systems, fire alarm systems, security systems, automatic doors, roofing, foundations, floors, interior, and exterior walls. Contractor will be required to coordinate with POLP for all applicable warranty items to assist in protecting the investment as well as assist in the implementation of any requested capital improvements required by POLP. Contractor will be responsible for keeping applicable units in compliance with monitoring assessments associated with funding sources, including without limitation, HQS, and ensuring that the Project is safe and secure for all residents. Contractor will also be expected to take a proactive approach to maintenance and perform all needed preventative maintenance work at the Property. Within (30) days of assuming management of the Property, Contractor will submit a Preventative Maintenance Plan specifying building components and equipment subject to preventive maintenance, the type of preventative maintenance and treatment schedule for each item.

B.15 UTILITIES

Contractor will be responsible for maintaining accounts for water/sewer in the entire property, and electric service for the common areas. Tenants will be responsible for electric accounts. Trash and recycling dumpsters will be located in enclosures on the Property. Contractor must coordinate trash pick-up and removal through local and/or private companies.

B.16 COMMUNITY OUTREACH/SUPPORTIVE SERVICES

Contractor will be part of an overall team with POLP that will facilitate communication with resident and neighborhood groups in order to be a “good neighbor” in the larger community.

Supportive services will be required for the residents of the Permanent Supportive Housing units. Contractor will be required to manage a contract with a service provider for the provision of these units, with the funding for the services provided through DHS. POLP may also request that additional education or self-development services are provided on-site that would be open to other residents of the Property such as financial literacy, or tutoring.

B.17 BUDGET MANAGEMENT

Contractor will have full financial management responsibility, subject to POLP's review, including collecting, accounting for and safeguarding all rental and subsidy receipts, and paying normal operating bills, mortgages, fees, and taxes. Contractor will be responsible for purchasing all required supplies and services consistent with approved operating budgets and procurement requirements. Contractor will consult with POLP staff on tracking and assigning costs and inventory and creating all required reports.

B.18 RISK MANAGEMENT

Contractor will be responsible for risk management functions associated with property management and for maintaining insurance coverage, at Contractor's expense, in accordance with the minimum levels set forth in **Exhibit #3**.

The preceding requirements do not exclude whatever additional insurance policy requirements may be required under all applicable law. Any additional required coverage shall be secured by the successful Respondent from the appropriate corporate bodies, agencies or providers.

B.19 PERFORMANCE STANDARDS

Contractor will be required to adhere to performance standards with regard to areas such as occupancy levels, rent collection, maintenance performance, completion of inspection and recertification, and physical conditions, as established by POLP. The property management agreement may include both incentives and disincentives to meet these performance standards, based on a percentage of collections. In addition, there can be incentive management fees for extraordinary performance in key areas, including occupancy, collection and speed and quality of maintenance. The management fee is subject to the approval of POLP and applicable funding requirements. The management agreement shall be subject to the approval of the project financing sources.

B.20 LIHTC COMPLIANCE

Contractor shall include as part of its proposal the firm's and assigned property manager's experience monitoring LIHTC performance and compliance. Contractor will be responsible for compliance with all requirements of Section 42 of the Internal Revenue Code, including procedural reviews necessary to ensure full initial and ongoing eligibility for LIHTC. Contractor will consult with POLP to review its process and standards.

B.21 CAPACITY BUILDING

DCHA seeks to build the management capacity and experience of its staff, or that of a DCHA affiliate, in managing, ensuring compliance and reporting on LIHTC financed properties. Contractor will implement the agreed upon plan to effectively build DCHA's capacity to manage a LIHTC project, and there is a goal for DCHA to gain sufficient experience and on the job training to manage the Property at the end of the contract period. Respondent must include its capacity-building plan as a part of its proposal.

B.22 APPLICABLE REGULATIONS

In the operation of the Project, Contractor must comply with all applicable POLP and DCHA policies and federal and local statutes and regulations, including but not limited to the following

DCHA Administrative Plan, Title 14 DCMR Chapters 49, 51, 52, 53, 54, 55, 56, and 58	Participant eligibility, occupancy standards, leasing, rent determination, recertification, grievance, and termination
D.C. Code Ann. §45-2527; D.C. Municipal Regulations. Title 14, §§308-3111	Security deposit requirements
Housing Opportunity Program Extension Act of 1996, Section 9 (42 U.S.C. 1437d(r))	One-Strike eviction provisions for drug- related violations
DC Municipal Regulations Title 14, Chapter 89	Resident grievance procedure
24 CFR 5, 207, 266, 880, 881, 882, 883, 884, 886, 891, 965 & 983	HUD Uniform Physical Condition Standards and physical inspection requirements
24 CFR 85.36	Procurement
OMB Circular A-133	Annual audit requirements
Section 3 of the HUD Act of 1968; 24 CFR 135 & 963	Section 3 requirements
Fair Housing Act, 42 USC 3601-19; 24 CFR 100, 107, 109 & 110; Executive Order 11063	Fair housing
Age Discrimination Act of 1975, 42 U.S.C. 6101-07; 24 CFR 146	Prohibition of age discrimination
Section 504 of the Rehabilitation Act of 1973, 29 USC 794; Americans with Disabilities Act, 42 USC 12181-89; 28 CFR 36	Reasonable accommodation of persons with disabilities
McNamara-O'Hara Service Contract Act (SCA)	SCA requires Respondents and subcontractors performing services to pay employees no less than monetary wage rates, furnished fringe benefits found prevailing in the locality.

DCHA will provide Respondents with copies of applicable statutes and regulations upon request.

SECTION C - INSTRUCTIONS, CONDITIONS AND NOTICE TO RESPONDENTS

C.1 GENERAL

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

C.2 SUBMISSION OF PROPOSALS QUESTIONS/INQUIRIES

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

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

Inquiries/Questions concerning this solicitation must be submitted no later Thursday, May 18, 2017 by 12:00 noon. Please copy all inquiries sent to the Contracting Officer to the Contract Specialist responsible for this RFP, LaShawn Mizzell-McLeod, by email to lmcleod@dchousing.org with a copy to 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 TO THE ISSUING OFFICE POINT OF CONTACT.

C.3 SITE VISIT

PARKWAY OVERLOOK SITE VISIT

Respondents responding to this RFP are invited to visit the Property prior to submitting proposals and shall become familiar with the conditions that may affect the performance of the work.

Scheduled as follows:
Monday, May 15, 2017
2841 Robinson Place, SE
10:00 am.

C.4 PRE-PROPOSAL CONFERENCE- *Reserved*

C.5 SUBMISSION DATE

All proposals must be received by 11:00 a.m. on Thursday, June 1, 2017. Proposals shall be submitted in sealed packaging marked "RFP No. POLP 0001-2017 "Property Management Services at Parkway Overlook" 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.

Electronic submission of Proposals will not be accepted for this procurement.

C.5 CONTENT OF PROPOSALS

All proposals submitted for consideration will be reviewed on behalf of POLP, with the Respondent receiving the highest rating, based on the criteria outlined in this section to be selected as the most capable of providing the services in a manner that is most advantageous to POLP, cost and other factors considered.

Please note that the proposal shall not exceed a maximum of 30 pages, excluding the cost proposal and supporting materials. POLP may reject any and all proposals that are determined not to be in POLP's best interest. In addition, POLP reserves the right to waive any informalities, or minor irregularities, if it serves POLP's best interest in doing so.

Proposals shall be submitted in two parts: Part I shall be titled "Technical Proposal" and Part II shall be titled "Price Proposal." Respondents shall submit one (1) original and four (4) copies of both the technical and price proposals, prepared in such a format and detail as to enable POLP to make a thorough evaluation thereof and to arrive at a sound determination as to whether or not the Respondent can meet the requirements set forth in this RFP. The technical proposal shall not contain any cost information.

Proposals shall be organized as follows:

C.5.1 PART I: Package No. 1 (Technical Proposal) shall contain:

- 1) Table of Contents
- 2) Letter of Interest
- 3) Operating Budget
- 4) Management Plan
- 5) Experience
- 6) Capacity Building Plan
- 7) Staffing Plan
- 8) Identification of Team Members
- 9) Affirmative Action Plan
- 10) List & Documentation of Licenses & Certifications
- 11) References
- 12) Experience with HUD Section 3 & Section 3 Plan
- 13) Minority Women Certified Business Enterprise (M/ WBE/ CBE) Equity Plan
- 14) Certifications and Affidavits

C.5.2 PART II: Package No. 2 (Price Proposal) shall contain:

- 1) Pricing
Package No. 2 shall contain price proposals only.

C.6 TECHNICAL PROPOSAL

Detailed information about the requirements of each part is listed below. At a minimum, these sections should contain the following:

- 1) **Table of Contents**
Provide a comprehensive listing and location of all written pages, exhibits, and other materials.
- 2) **Letter of Interest**
Provide a Letter of Interest that includes executive summary/introduction; profile regarding the history and attributes of the individual/firm, name of entity, address, website and telephone number; name of contact individual, telephone number, email address, and a brief description of the understanding of the Scope of Work and entities ability to perform work.
- 3) **Operating Budget**
Submit a sample operating budget for the Property; that includes projected income and expenses for the first year of the contract. The annual budget shall be presented using the attached **Exhibit #1**. Operating expenses may not include accounting expenses or other administrative overhead items that are subsumed under the management fee.

During the lease up period, POLP will provide a lease up reserve. Otherwise, Contractor will operate the Property with rents collected for the Property and any operating subsidy for the Project Based Voucher Units. Contractor will not be required to use its own funds to pay operating expenses of the Property.

- 4) **Management Plan**
This section is worth 25 points out of 172.5 total points in the Evaluation Factors described in Section E.
Submit a narrative describing plan for key property management issues. Upon selection, a comprehensive Management Plan which provides a complete and detailed description of the policies and procedures to be followed in the management of the Property will be required. The narrative included in the proposal shall address the Respondent's plan for the following:

- Management office staffing and hours, including emergency and after-hours contacts. Property includes a management office.
- Marketing and lease-up strategy
- Resident application and qualification procedure
- Rent collection procedures and requirements
- Lease enforcement and eviction procedures and reporting to POLP
- Plan for resident relations
- Procedures for ensuring public safety of residents
- Procedures for preventative and routine maintenance
- Procedures and standards for handling emergency and routine maintenance requests
- Procedures and standards for performance of exterior and interior public area maintenance
- Procedures for budget formation and approval
- Procedures for reporting and compliance with applicable HUD, federal, and local laws and regulations

5) Experience

This section is worth 25 points out of 172.5 total points in the Evaluation Factors described in Section E.

Provide a narrative providing evidence that clearly demonstrates past performance and experience in managing low-income housing to a high standard.

Provide a listing of similar contracts performed during the last three years. Give name and address of contact person, position, and telephone number. At least three such contracts must be in the Washington Metropolitan Area. POLP will include a site visit to a property currently managed by the Respondent as part of its evaluation.

6) Capacity Building Plan

This section is worth 10 points out of 172.5 total points in the Evaluation Factors described in Section E.

Describe the proposed plan to build the management capacity and experience of DCHA staff, or that a DCHA affiliate, in managing, ensuring compliance and reporting on LIHTC financed properties.

7) Staffing Plan

This section is worth 25 points out of 172.5 total points in the Evaluation Factors described in Section E.

Describe and identify the proposed staffing plan to perform the required tasks necessary to successfully manage this Property. Please indicate which positions are anticipated to be filled with existing staff, and which positions will require new hiring. Please describe the experience and capability of staff proposed to manage this Property.

8) Identification of Team Members

Provide names and experience of individuals who will work on the effort and the responsibilities of each.

9) Affirmative Action Achievements and Plans

This section is worth 5 points out of 172.5 total points in the Evaluation Factors described in Section E.

The diversity of Contractor's workforce composition, statement of company's official policy and hiring practices related to affirmative action, and delineated efforts to hire minority and women employees if under-represented within the firm.

10) List of Documentation of Licenses, Certifications, & Affiliations

As evidence of Contractor's ability to provide Property Management Services, Respondents should list any entity (company/firm) certifications and industry affiliations along with an overview/resume of Management and Key Project Staff to include education, licenses, and certifications.

11) References

Provide three (3) recent professional references from clients for whom the entity has provided Property Management Services as described in the Scope of Services within the past 3 years. Include name, address, and telephone number, description of work performed and the dates of service.

12) Experience with HUD Section 3 and Section 3 Plan

This section is worth 20 points out of 172.5 total points in the Evaluation Factors described in Section E.

Describe the Respondent's experience with compliance with HUD Section 3 requirements and the results achieved. Review Section 3 requirements outlined in Section D.10 of this solicitation and complete the "Action Plan for Section 3 Commitment" and an "Estimated Project Workforce Breakdown" as outlined in that section. Minimally address the following: (1) Indicate whether the firm has a valid Section 3 Certificate (issued by the Department of Housing and Community Development); (2) Provide a detailed description of the hiring plan for DCHA program participants. Include the number, the type of jobs to be provided, and the number and type of training opportunities to be provided; (3) Provide a detailed description of the training plan for DCHA program participants, whether interns will be contracted or, if funding will be provided for training; (4) Outline the firm's proposal, if any, to subcontract to Section 3 businesses. Describe in detail, the type of service to be provided. The narrative should clearly describe the results achieved in the Respondent's experience in hiring and training Section 3 residents.

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

13) Minority/Woman/Certified Business Enterprise (M/WBE) Equity Plan

This section is worth 12.5 bonus points out of 172.5 total points in the Evaluation Factors described in Section E.

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

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

14) Certifications/Affidavits

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**, Payments to Subcontractors and Suppliers Certificate
- **Attachment G**, Representations, Certifications, and Other Statements of Bidders
- **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.7 PRICE PROPOSALS

This section is worth 25 points out of 172.5 total points in the Evaluation Factors described in Section E.

C.7.1 This section must include a price proposal for the provision of management services by the Respondent. Please complete **Exhibit #1** and **Exhibit #2**. The proposal shall include the following:

a) **Management Price Proposal**

Include the management fee, including proposed performance incentive fee. Please describe the structure of the fee and show the fee on **Exhibit #2**, Part I.

b) **Staffing and Administrative Cost Proposal**

Please describe the personnel to be used in the performance of the contract. Provide their rates supported by supplying the following in Part II of **Exhibit #2**:

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

Describe the annual hours and annual compensation for personnel use in the performance of the contract, and complete Part III of **Exhibit #2**. Please describe how this will vary during the different years of the contract. In particular, please describe the fees, if any, for participation and consultation during the pre-

construction and construction phases. Please note that the POLP anticipates the following schedule for provision of services:

Year 1 – Construction

Year 2 – Lease-up

Year 3 – Stabilized Occupancy

Year 4 – Normal operations

Year 5 – Normal operations

c) First Year Stabilized Budget

Complete **Exhibit #1** indicating estimated operating costs for the first year of stabilized operations. Per **Exhibit #2**, this is anticipated to be in Year 3 of the contract. The staffing and compensation costs for the Respondent provided in **Exhibit #2** should match those in Year 3 of **Exhibit #2**.

C.7.2 Fair Price Statement: Provide a statement that your firm warrants the prices quoted are not in excess of those charged non-governmental clients for the same services performed by the same individuals.

C.7.3 The Respondent is fully responsible for controlling its cost of performing the contract and for properly pricing each project task. No price increases will be permitted for any alleged miscalculations of the basic project task dollar amounts. These amounts shall include all allowable costs related to the performance of the contract, such as labor, overhead, profit, travel, materials, all equipment, facilities, telephone services, etc.

C.7.4 Parkway Overlook LP will perform a cost analysis of the Respondent's cost proposal. The cost analysis will allow POLP to determine the reasonableness of the proposed contract cost.

C.7.5 Travel in the metropolitan area shall not be reimbursed. The metropolitan area includes the District of Columbia; and the counties of Montgomery and Prince Georges 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.8 CONFLICT OF INTEREST

In submitting a proposal, the firm affirms that to the best of its knowledge, there exists no actual or potential conflict between the firm's business and financial interests and any commissioner, officer, employee, or agent of DCHA or DCHA's affiliates or instrumentalities. To the extent that a potential conflict exists, this must be disclosed in the proposal.

C.9 COMPLETE PROPOSALS

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

C.10 MANNER OF AWARDS

POLP, may award a contract or contracts upon the basis of the initial responses received, without discussion. Therefore, each initial Proposal should contain the Respondent's best and final terms from a cost and technical standpoint. Proposals shall represent the best efforts of the Respondents and will be evaluated as such. Proposals should set forth full, accurate, and complete information as required by this solicitation.

C.11 RETENTION

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

C.12 FAILURE TO SUBMIT RESPONSE

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, by letter or email, whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer of the reason(s) for not submitting a proposal in response to this solicitation. If a 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 solicitation.

C.13 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.14 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 POLP, DCHA and/or one or more of its instrumentalities for other than evaluation purposes. POLP 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.15 LATE PROPOSALS, MODIFICATIONS AND WITHDRAWAL OF PROPOSALS

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

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

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

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

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

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

C.16 FURNISHING OF INFORMATION TO DETERMINE THE RESPONSIBILITY OF A PROSPECTIVE CONTRACTOR

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

C.17 SIGNING OF PROPOSALS

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

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

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

C.18 FREEDOM OF INFORMATION ACT

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

C.19 PROPOSAL GUARANTEE AND ACCEPTANCE PERIOD

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

C.20 ACKNOWLEDGMENT OF ADDENDA/AMENDMENTS

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

SECTION D - CONTRACT TERMS

D.1 TERM OF CONTRACT

The term of this contract shall be for a base period of one (1) year with an option of POLP to renew for up to four (4) one-year options, as deemed appropriate by POLP.

D.2 TYPE OF CONTRACT

This is a firm fixed price contract for the services specified in the Scope of Services.

D.3 TIME

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

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D.4 INSURANCE

The successful Respondent at its own expense shall obtain the minimum insurance coverage set forth hereunder (and as additionally set forth in **Exhibit 3**) and keep such insurance in force throughout the contract period. With respect to policies required hereunder, the following conditions and requirements apply:

INSURANCE REQUIREMENTS
BASIC COVERAGE
Commercial General Liability (GL): Per Occurrence: \$2,000,000 Aggregate: \$4,000,000 Products and Completed Operations: \$2,000,000
Automobile Liability: \$1,000,000 per occurrence
Workers' Compensation: The Respondent should contact their insurer for the appropriate liability limit.
Employer's Liability: This coverage is not available to employees if Worker's Compensation applies (<i>see</i> 32 DC Official Code § 1504). If and when Employer's Liability insurance applies, however, the minimum requirements are as follows: Each Accident: \$500,000 Employee Disease: \$500,000 Disease-Policy Limit: \$500,000
ADDITIONAL COVERAGE
3rd Party Crime Insurance: Per Occurrence for Each Wrongful Act: \$50,000
Sexual Abuse & Molestation (GL): Per Occurrence : \$1,000,000 Aggregate: \$2,000,000
Employment Practices Liability: Per Occurrence: \$1,000,000 Aggregate: \$1,000,000
Employee Dishonesty: \$250,000
Errors and Omissions / Professional Liability: \$250,000
Umbrella or Excess Liability: \$ 4,000,000

- (a) The policies shall be endorsed to name POLP and DCHA as additional insured's and a loss payee (as applicable);
- (b) The policies shall be in place before the execution of this contract, and in-force insurance is a condition precedent to this contract;
- (c) The Respondent shall provide POLP with a Certificate of Insurance as evidence of the limits of coverage required hereunder;
- (d) In the event the Respondent's insurance expires during the execution of this contract, the Respondent shall provide POLP with copies of renewal certificates 30 days prior to the expiration date of the expiring coverage;
- (e) Insurance contracts shall require the insurance company to notify POLP in the event of a substantial change in coverage during the policy term; and
- (f) The insurance provider 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 POLP.

In the event a claim arises out of this contract, the Respondent will promptly notify POLP, the DCHA Contracting Officer's Technical Assistance Representative (COTR) and Karl Jones, Manager of the DCHA Office of Risk Management (ORM) at 202-535-1883. In addition, the Respondent will investigate and furnish POLP, the DCHA COTR and ORM with reports of all accidents, claims and potential claims for damage or injury and will cooperate with its insurers and those of POLP and DCHA.

D.5 INDEMNIFICATION

The Respondent shall indemnify, defend and hold harmless HUD, POLP and DCHA , and its respective employees, agents, contractors, Board of Directors, Board of Commissioners, members, managers and other representatives (the "Indemnified Parties"), 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 work called for or performed under this contract, 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. Any provisions or limits of insurance set forth in this contract shall not limit the Respondent's liability. At its own expense, the Respondent shall obtain the necessary insurance coverage acceptable to POLP to comply with this indemnification requirement; provide evidence of such coverage to POLP, and such coverage shall be in place before the execution of the contract awarded and as a condition to it.

D.6 OPTION TO EXTEND THE TERM OF THE CONTRACT

1. Option Period

POLP may extend the term of the contract for up to four (4) one-year option period(s).

2. Option to Extend the Term of the Contract

- a. POLP may extend the term of this contract, or any fraction thereof, by written notice to the Contractor/Consultant before the expiration of the contract. The exercise of this option is subject to the availability of funds at the time of the exercise of this option.
- b. The costs for the option period and any subsequent extensions shall be specified in the contract.
- c. If POLP exercises the option to extend the contract, such contract shall be modified and executed by POLP and Contractor/Consultant. A copy of the same will be provided to the affected contractor/consultant.
- d. The total duration of the contract, including the exercise of the any option there under, shall not exceed five (5) years.

D.7 METHOD OF COMPENSATION

Monthly Payment of Services:

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

Submission of Payment Requests

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

District of Columbia Housing Authority
Attn: Accounts Payable
1133 North Capitol Street, NE, Suite 329
Washington, D.C. 20002-7599
Email: DCHApayments@dchousing.org
- b. Proper invoices shall contain the following information:
 - Contract Number
 - Purchase Order Number
 - 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.8 TASK ORDERS- (Reserved)

D.9 AFFIRMATIVE ACTION PROGRAM

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

D.10 SECTION 3 REQUIREMENTS

All Contractors shall comply with the Section 3 Program, as defined in the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u) (Section 3), amended by the Housing and Community Development Act of 1992 (1992 Act) (commonly known as and herein after as the Section 3 Program). Section 3 compliance requires all Contractors performing work on behalf of the DCHA or any of its subsidiaries to ensure that training, employment, contracting and other economic opportunities generated by the Federal financial assistance shall, to the greatest extent feasible, be directed toward low-income and very-low-income persons, particularly those who are recipients of government assistance for housing.

The minimum numerical goal for employment shall be equal to 10% of the total number of labor hours on the contract issued. A 2nd option for compliance under this act is to annually enroll Section 3 individuals totaling at minimum 30% to an Apprenticeship program. Another option is to subcontract to a Section 3 business concern. In accordance with the HUD regulations, 10% of the subcontract may be awarded to section 3 business concerns for construction and 3% of the subcontract may be awarded to section 3 business concerns for non-construction contracts. A 4th option for compliance is to propose a unique program that provides internships for residents or program participants or, provides pro bono services to DCHA program participants or Section 3 businesses. Cash donations to DCHA's Section 3 Fund are presented as a "last resort option" to all Contractors. This option is made available to Contractors who have exhausted all priority preferences and are unable to hire or train Section 3 individuals as the contract is immediate and the period is minimal or, the skill sets required by the staff is too technical or too advanced for the Section 3 individuals seeking employment. The funds received will be used to provide training, uniforms, or transportation for Section 3 individuals.

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 noncompliance.

The Contractor must provide an “Action Plan for Section 3 Commitment” and an “Estimated Project Workforce Breakdown” along with their bid proposal to be considered for contract award. 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 details of this plan should include the number of Section 3 participants to be hired, a list of tasks, description of skills associated to those tasks, the estimated total hours of those tasks under this contract, and a description of the methods to be used to achieve the respective Section 3 Commitment. A template of the Action Plan for Section 3 Commitment and a copy of the Estimated Project Workforce Breakdown have been enclosed with this letter solicitation (**Attachments**).

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

Examples of Opportunities

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

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 which such remedy shall be effective. If remedy is not agreed upon within three (3) days of the required notice, DCHA shall prescribe the remedy by which deficiencies shall be corrected and

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

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

Monitoring

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

Reporting

Contractor must submit 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 Data Management and Section 3 Compliance Specialist, Office of Resident Services, Hanna Koerner at 202.535.1517 hkoerner@dchousing.org for additional information or assistance with the completion of your Section 3 Action Plan.

D.11 RESTRICTION ON DISCLOSURE AND USE OF DATA

A Respondent including proprietary or confidential information in its proposal 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 POLP or DCHA except for evaluation purposes:

- D.11.1 That the proposal includes proprietary or confidential information that shall not be disclosed outside of POLP or DCHA and shall not be duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate the proposal;
- D.11.2 That if a contract is awarded to the Respondent, POLP or DCHA shall have the right to duplicate, use or disclose the proprietary or confidential information to the extent provided in the contract;
- D.11.3 That this restriction does not limit POLP or DCHA's right to use the proprietary or confidential information if it is obtained from another source without restriction; and
- D.11.4 That the Respondent has specifically identified, by page number or otherwise, the proprietary or confidential information subject to the restriction.

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

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

D.12 RESPONSIBLE CONTRACTORS

POLP 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, POLP will consider such matters as the Respondent's:

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

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

D.13 EMPLOYEE DISHONESTY INSURANCE

Upon contract award, 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 and POLP against dishonest acts of the Respondent and its employees. Owner and DCHA must be named as the loss payee.

D.14 RESPONDENT'S KEY PERSONNEL

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

D.15 CONSENT TO SUBCONTRACT

The Respondent must obtain the consent of POLP to subcontract any portion of the work. All Respondents are required to include in their proposal a list of any proposed subcontractors, and a list of tasks/items, if any, which the Respondent intends to subcontract all or any portion of work.

D.16 FAIR HOUSING EQUAL OPPORTUNITY CLAUSE

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

D.17 THE AMERICAN WITH DISABILITIES ACT OF 1990 (ADA)

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

D.18 SECTION 504 OF THE REHABILITATION ACT OF 1973 (AS AMENDED)

During the performance of the contract, the Respondent and all of its subcontractors shall comply with the Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against persons with disabilities in federally funded programs and activities.

DCHA has entered into a Voluntary Compliance Agreement that requires a minimum of 6 percent of the public housing units constructed will comply with Uniform Federal Accessibility Standards ("UFAS") . DCHA may require more than 6 percent in an applicable 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.19 NO WARRANTY

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

D.20 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.21 CANCELLATION

POLP reserves the right to cancel this RFP, or to reject, in whole or in part, any and all proposals received in response to this RFP, upon its determination that such cancellation or rejection is in the best interest of POLP. POLP further reserves the right to waive any minor information on any proposal received, if it is in the best interest of POLP 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 POLP.

D.22 PROTEST

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

DEFINITIONS

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

Authorized Representative. The Authorized Representative shall mean the person authorized on behalf of POLP to bind POLP.

Executive Director. The Executive Director of DCHA.

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

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

PROCEDURES

1. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten calendar days of contract award by the Contracting Officer on behalf of POLP, or the protest will not be considered, unless a different time period has been established, if applicable. In such cases, the time period set forth in the solicitation and/or contract prevails. The complaint must be in writing, and must identify the aggrieved party by name and address, state the nature and scope of the complaint including costs, if any, being sought by the protester, and be specific as to the solicitation, bid, proposal or contract that gave rise to the protest or complaint.
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 state if the protest or complaint is eligible for consideration based on its timely submission, or state a finding of fact based on information provided by the Protester and POLP's knowledge of the circumstances, and included instructions for further action the Protester may take if said decision is not satisfactory. The Contracting Officer must respond to the protest within fifteen (15) days of its receipt, except where the response time is otherwise stipulated in a contract with the Protester directly related to the disputed issues.
3. If the Contracting Officer does not respond to the formal protest within the allotted time, or the Protester does not agree with the decision rendered, then the Protester may submit an appeal to have the dispute resolved by the POLP Authorized Representative. Such request must be in writing and made within ten (10) days of the date of the initial decision rendered by the Contracting Officer, or within ten (10) days after the expiration of the response time allotted. The POLP Authorized Representative shall respond to protests submitted in a timely manner within ten (10) days of receipt of said protests, except where the response time is otherwise stipulated in a contract with the Protester and directly related to the disputed issues.
4. If the POLP Authorized Representative does not respond to a properly submitted protest within the allotted time, or the Protester continues to disagree with the decision rendered, then the Protester may submit a formal request to have the dispute settled by the appropriate HUD field office, if applicable, or to the District of Columbia Board of Contract Appeals (CAB). Such request must be in writing and made within ten (10) days of receipt of the decision rendered by the POLP Authorized Representative. The HUD field office will only review protests that meet one of the following criteria:
 - I. Violation of Federal law or regulations and the standards of section 200.317-200.326, code of Federal Regulations, title 2 (2 CFR, Part 200). Violations of local law will be under the jurisdictions of local authorities.
 - II. Violation of POLP's protest procedures delineated herein based on the failure of POLP to review a complaint or protest.

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

c/o District of Columbia Housing Authority
Contracts and Procurement Administration
1133 North Capitol Street, N.E. Room 300
Washington, D.C. 20002-7599
Attn: Contracting Officer

6. All protests directed to the field office of the Federal agency 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. To the extent applicable POLP shall, in all instances, promptly disclose information to HUD to any protests or complaints. However, failure to promptly notify HUD of such matters does not relieve the Protester of the responsibility to comply 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 Board of Contract Appeals.

D.23 BEST AND FINAL OFFERS

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

After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in POLP'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.24 DAVIS BACON REQUIREMENTS (*Reserved*)

D.25 MCNAMARA - O'HARA SERVICE CONTRACT ACT

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

SECTION E - EVALUATION FACTORS FOR AWARD

E.1 EVALUATION OF PROPOSALS

All proposals will be evaluated based on the evaluation criteria outlined below. The Contracting Officer will determine a competitive range based on the established criteria and point system. The Evaluation Panel may consider a proposal unacceptable if it lacks critical information or the submission represents a major deviation from the requirements of this RFP. Minor omissions, such as incomplete references, may, at the sole option and discretion of the POLP, be corrected subsequent to the submission due date.

All proposals will be initially reviewed to determine compliance with the proposal requirements specified within this solicitation. Proposals that do not comply with these requirements may be rejected without further review.

The evaluation factors and the comparative scoring of the factors shown in E.4 below will be used to determine which Respondents fall within the competitive range and the recommendation made to the POLP Authorized Representative.

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

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

POLP may award a contract to other than the lowest priced Respondent. In the event that two or more Respondents are considered technically equivalent, the evaluated cost or price will be of primary importance in determining the proposal most responsive and advantageous to POLP.

DCHA may make multiple awards to ensure availability of a wide range of products or services. The proposed cost must be considered reasonable and must reflect the proposed approach.

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

E.3 EVALUATION AND SELECTION CRITERIA

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

POLP 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.

The following evaluation factors will be used in determining the competitive range, *with a total possible score of 172.5 points.*

Proposals will be evaluated with points assigned to each section as follows:

TECHNICAL AND COST EVALUATION FACTORS

CRITERIA	MAXIMUM POINTS
Quality of Management Plan especially in the areas of rent collection, lease enforcement, maintenance delivery, involvement with residents, security and inspection.	25
Experience in managing LIHTC, subsidized properties, and quality of performance in the delivery of management services. A site visit to a property managed by the Respondent shall be considered in the evaluation.	25
Quality of plan to build the management capacity and experience of DCHA staff, or that of a DCHA affiliate, in managing, ensuring compliance and reporting on LIHTC financed properties.	10
Quality of staffing plan and capability of property managers and maintenance staff personnel who would be assigned to manage the properties.	25
Affirmative Action Achievements and Plans The diversity of Respondents workforce composition, statement of company's official policy and hiring practices related to affirmative action, and delineated efforts to hire minority and women employees if under-represented within the firm.	5
Price Proposal: Please complete Exhibit #1 and Exhibit #2. This section must include a price proposal for the provision of management services. The proposal shall include the following: <ul style="list-style-type: none"> (a) Management Price Proposal (b) Staffing and Administrative Cost Proposal (c) First Year Stabilization Budget Evaluation will include review of the extent to which performance incentive component determines total Management Fee and overall reasonableness of fee.	25
Section 3	20
<ul style="list-style-type: none"> ❖ For non-construction contracts: Proposes to have DCHA residents or program participants as interns. For construction contracts: Proposes to have DCHA residents or program participants as *apprentices. (2 points) ❖ Demonstrated evidence of successful past performance with the fulfillment of Section 3 Commitments. (3 points) ❖ Will hire DCHA residents or program participants for appropriate employment opportunities within the firm or any of its affiliated subcontractors. (4 points) ❖ Proposes to provide funding for training for a DCHA resident or program participant. (3 points) ❖ Will provide pro bono services to resident controlled companies or residents desiring to start a company either as a for-profit or non-profit entity. (2 points) ❖ Proposes to subcontract supportive services to Section 3 businesses. (2 points) ❖ Vendor submits a unique proposal that supports the requirement of Section 3 "to provide DCHA residents and program participants with training and/or employment opportunities". (4 points) 	
TOTAL POINTS TECHNICAL & COST	160

*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.

BONUS POINTS

MAXIMUM 12.5 POINTS

BUSINESS ENTERPRISE DESIGNATION POINTS FOR SMALL MINORITY/WOMAN OWNED BUSINESS (Maximum 10 Bonus 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

- “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

**CBE PARTICIPATION
(Maximum 2.5 Bonus Points)**

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

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

TOTAL MAXIMUM POINTS TO INCLUDE BONUS 172.5 POINTS

E.4 QUALIFIED BIDDERS LISTING (QBL)- *Reserved*

SECTION F-TIMETABLE (SELECTION PROCESS)

F.1. TIMETABLE

POLP 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 POLP's sole discretion and without prior notice:

Advertise Date	April 30, 2017
Issuance of RFP	May 1, 2017
Site Visit	May 15, 2017
Deadline for Submission of Questions	May 18, 2017
Submission of Proposals	June 1, 2017
Evaluation Period	June 2-9, 2017
Board of Commissioners Committee Review	TBD
Board of Commissioners Review/Approval	TBD
Contract Award	TBD

DATES IDENTIFIED ABOVE ARE SUBJECT TO CHANGE AT THE SOLE DISCRETION OF DCHA.

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

SECTION G- EXHIBITS, APPENDICES & ATTACHMENTS

G.1 Exhibits

Exhibit #1, Parkway Overlook First Year Stabilized Operating Budget

Exhibit #2, Price Proposal Parkway Overlook LP – Property Management Services

Exhibit #3, Insurance

G.2 Appendices

Appendix #1 Location Map of Parkway Overlook

Appendix #2- Parkway Overlook – Aerial View

Appendix #3- Parkway Overlook Apartments - Existing Site Plan

Appendix #4- Parkway Overlook Apartments – Post-Renovation Site Plan

Appendix #5- Parkway Overlook Apartments – Pre and Post Renovation

Appendix #6- Parkway Overlook Apartments – Unit Mix and Proposed Rents

G.3 Attachments

Attachment A, General Conditions for Non-Construction Contracts

Attachment B, Tax Certification Affidavit

Attachment C, Non-Collusive Affidavit

Attachment D, Certificate of Eligibility

Attachment E, Contract Compliance Requirements

Attachment F, Payments to Subcontractors and Suppliers Certificate

Attachment G, Representations, Certifications, and Other Statements of Bidders

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

PARKWAY OVERLOOK OPERATING BUDGET AND FEES

Number of Units: 220

ADMINISTRATIVE EXPENSES

	Total Cost	Cost / Unit
Advertising and Marketing		
Office Salaries (Includes Benefits)		
Office Supplies		
Office or Model Apartment Rent		
Management Fee _____%		
Manager or Superintendent Rent Free Unit		
Legal Expenses (<i>project only</i>)		
Auditing Expenses (<i>project only</i>)		
Bookkeeping Fees and Accounting Services		
Telephone and Answering Services		
Bad Debts		
Miscellaneous Administrative Expenses (<i>describe</i>) _____		
Annual Tax Credit Monitoring Fee		
Other (<i>please describe</i>) _____		
Other (<i>please describe</i>) _____		
Other (<i>please describe</i>) _____		
Total Administrative Expenses		

UTILITY EXPENSES (*paid by owner*)

	Total Cost	Cost / Unit
Fuel Oil		
Electricity (common area only - tenants will be responsible for unit costs)		
Water/Sewer (project will be responsible for all water/sewer costs)		
Other (<i>please describe</i>) _____		
Other (<i>please describe</i>) _____		
Total Utility Expenses		

PARKWAY OVERLOOK OPERATING BUDGET AND FEES (Page 2)

OPERATING AND MAINTENANCE EXPENSES

	Total Cost	Cost / Unit
Janitor and Cleaning Payroll		
Janitor and Cleaning Supplies		
Janitor and Cleaning Contract		
Exterminating Payroll or Contract		
Exterminating Supplies		
Garbage and Trash Removal		
Security Payroll or Contract		
Grounds Payroll		
Grounds Supplies		
Grounds Contract		
Repairs Payroll		
Repairs Material		
Repairs Contract		
Elevator Maintenance or Contract		
Heating and Air Conditioning Maintenance or Contract		
Swimming Pool Maintenance or Contract		
Snow Removal		
Decorating Payroll or Contract		
Decorating Supplies		
Miscellaneous Operating and Maintenance Expenses		
Other (please describe) _____		
Other (please describe) _____		
Other (please describe) _____		
Total Operating and Maintenance Expenses		

PARKWAY OVERLOOK OPERATING BUDGET AND FEES (Page 3)

TAXES AND INSURANCE

	Total Cost	Cost / Unit
Real Estate Taxes (project will be exempt)		
Payroll Taxes (FICA)		
Miscellaneous Taxes, Licenses and Permits		
Property and Liability Insurance (<i>hazard</i>)		
Fidelity Bond Insurance		
Workmen's Compensation		
Health Insurance and Other Employee Benefits		
Other (<i>please describe</i>) _____		
Other (<i>please describe</i>) _____		
Total Taxes and Insurance		
TOTAL OPERATING EXPENSES	\$	\$

Price Proposal**Parkway Overlook LP – Property Management Services****Part I.****PROPERTY MANAGEMENT FEE**

Fee Structure	YEAR 1 (Construction)	YEAR 2 (Lease Up)	YEAR 3 (Stabilized Occupancy)	YEAR 4	YEAR 5
FEE					
INCENTIVE FEE					
% OF REVENUE					
Annual Total					

*Describe fee structure and incentive fee.

Part II.**HOURLY RATE SCHEDULE**

KEY PERSONNEL CLASSIFICATIONS	RATE/ HOUR	OVERHEAD (%)	PROFIT (%)	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5

Price Proposal**Parkway Overlook LP – Property Management Services (Page 2)****Part III.****ANNUAL SCHEDULE**

KEY PERSONNEL CLASSIFICATIONS*	YEAR 1 (Construction)**	YEAR 2 (Lease Up)	YEAR 3 (Stabilized Occupancy)***	YEAR 4	YEAR 5
Annual Total					

*Describe assumptions regarding hours of each staff member. Describe the difference in staffing hours between the construction, lease-up, and stabilized occupancy phases of the project.

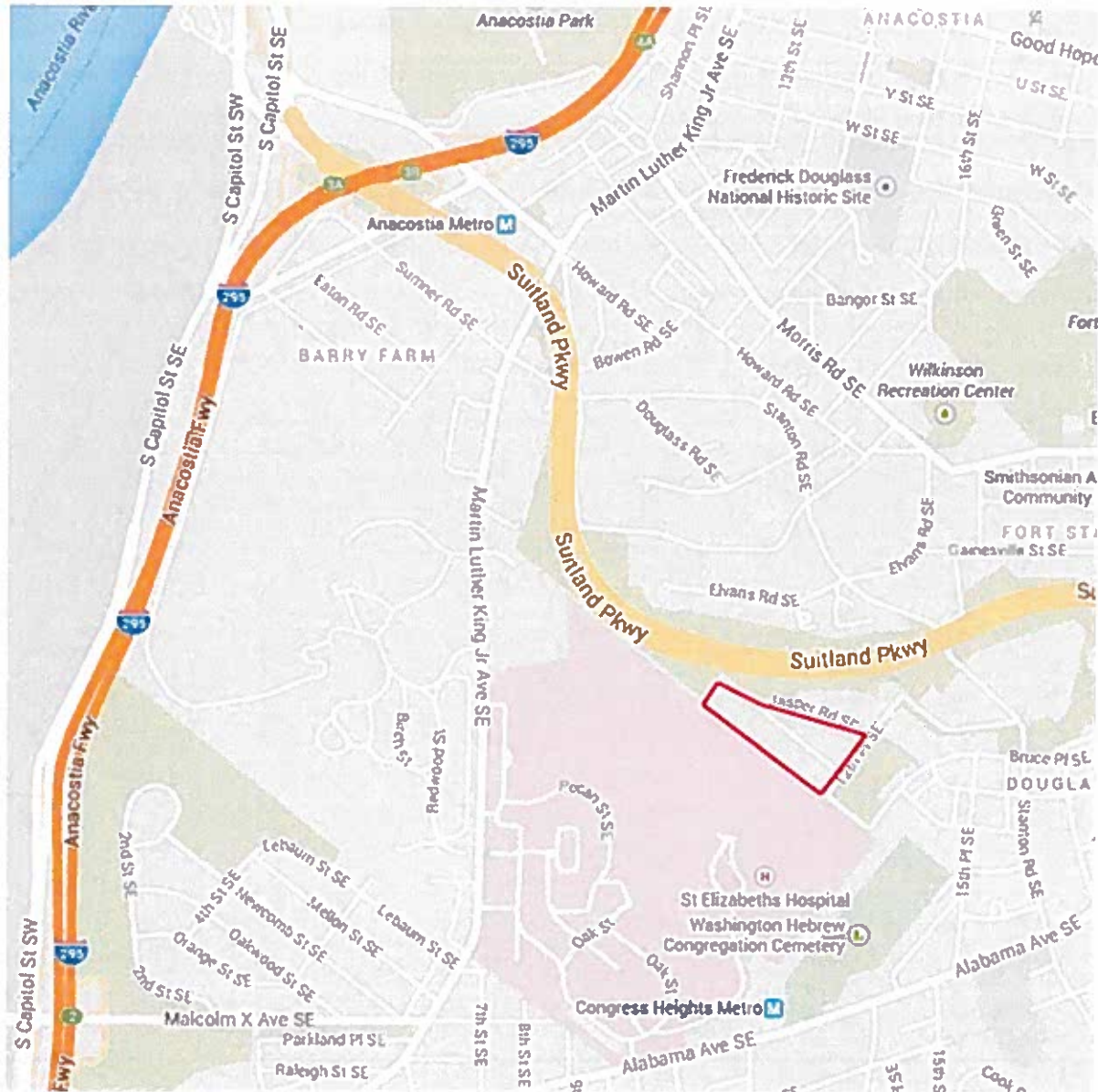
**Describe indicate any fee for participation and consultation during pre-construction and construction phases.

***The staffing costs in Year 3 should match those in Exhibit #2 – First Year Stabilized Operating Budget.

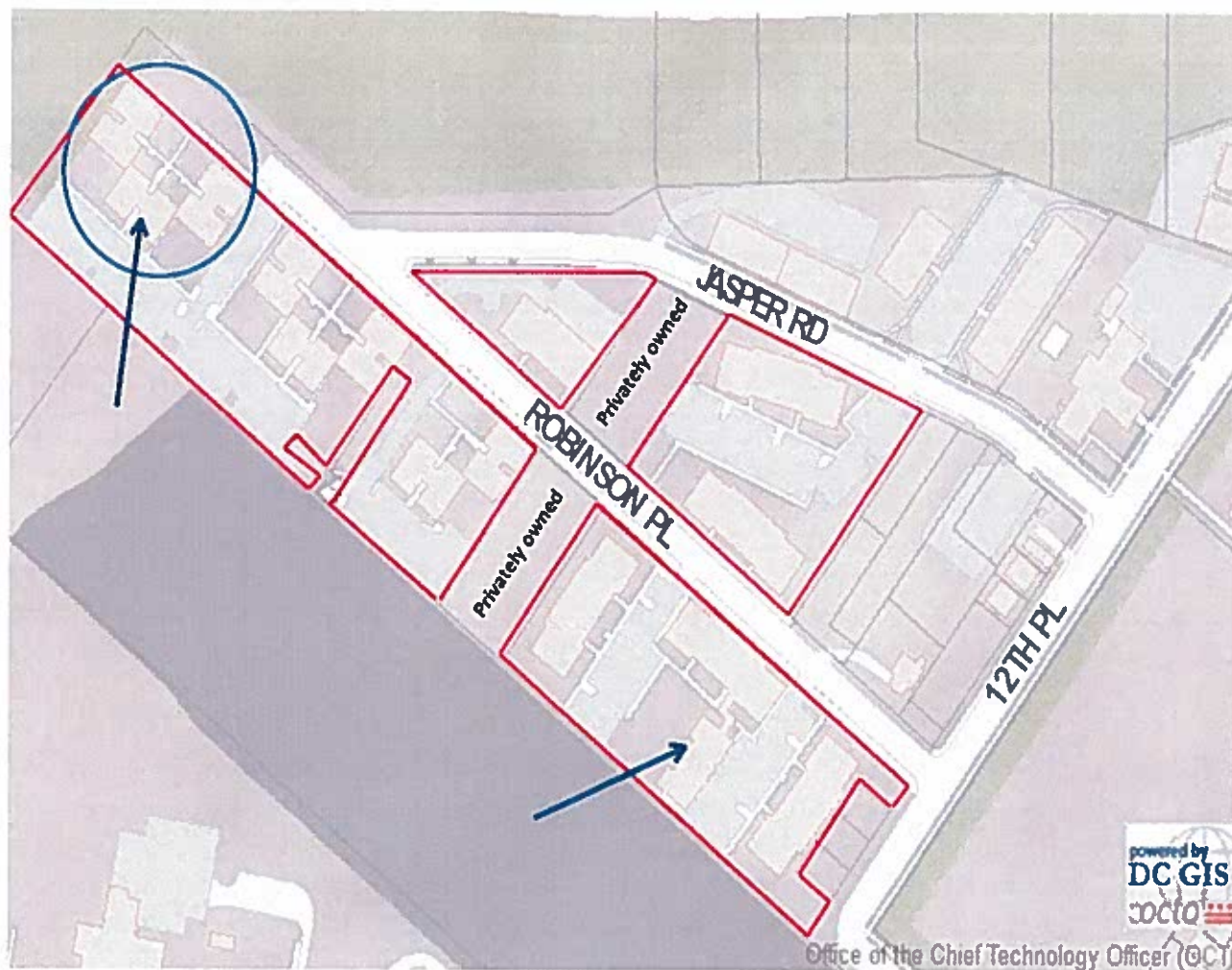
INSURANCE REQUIREMENTS

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
Automobile Liability: \$1,000,000 per occurrence
Workers' Compensation: The Respondent should contact their insurer for the appropriate liability limit.
Employer's Liability: This coverage is not available to employees if Worker's Compensation applies (<i>see</i> 32 DC Official Code § 1504). If and when Employer's Liability insurance applies, however, the minimum requirements are as follows: Each Accident: \$500,000 Employee Disease: \$500,000 Disease-Policy Limit: \$500,000
ADDITIONAL COVERAGE
3rd Party Crime Insurance: Per Occurrence for Each Wrongful Act: \$50,000
Sexual Abuse & Molestation (GL): Per Occurrence : \$1,000,000 Aggregate: \$2,000,000
Employment Practices Liability: Per Occurrence: \$1,000,000 Aggregate: \$1,000,000
Employee Dishonesty: \$250,000
Errors and Omissions / Professional Liability: \$250,000
Umbrella or Excess Liability: \$ 4,000,000

Parkway Overlook Location











Current Condition



Bed	Bath	% AMI	Quantity	Size (SF)	Net Rent
1	1	50%	53	632	\$918
2	2	50%	108	857	\$1,098
3	2	50%	59	898	\$1,261
Total			220		

*Water and sewer are included in net rent.

Tenants are responsible for costs of electric and other utilities.

*** Square foot size is an average. Unit sizes vary by building.*



**ATTACHMENT “A”
GENERAL CONDITIONS FOR
NON-CONSTRUCTION CONTRACTS
SECTION I and SECTION II
(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

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

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

22. Procurement of Recovered Materials

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



ATTACHMENT "B"

TAX CERTIFICATION AFFIDAVIT



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

Name of Organization _____

Address _____

Principal Officers: _____

Business Telephone # _____

Finance & Revenue Registration # _____

Federal Identification # _____

DUNS # _____ Contract # _____

Un-employment Insurance Account # _____

I hereby certify that:

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

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

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

Attach copy of Agreement

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

The Department of Finance and Revenue also requires:

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

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

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

Certification

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

CONTRACTOR NAME

SIGNATURE OF COMPANY OFFICIAL

TITLE

CONTRACT NO.

DATE



EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

Instructions:

Two (2) copies of DAS-84-404 or Federal EEO-1 shall be submitted to Contract Compliance

One (1) copy shall be retained by the contractor

SECTION A - TYPE OF REPORT

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

Single Establishment Employer:

1. () Single Establishment Employer Report

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)

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

ZipCode

b. Employer Identification No.

SECTION C-ESTABLISHMENT INFORMATION

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

☐ YES

☐ NO

☐ Did not report last year

☐ Reported on combined basis

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

☐ YES

☐ NO

☐ Did not report last year

☐ Reported on combined basis

What is the major activity of this establishment?

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

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

☐ YES

☐ NO

DAS-44-404

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

CONTRACT NO. _____ CONTRACT AMOUNT: \$ _____

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

CONTRACTING AGENCY: _____ CONTRACT COMPLIANCE PERSON _____

CAPTION: _____

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Solicitation No. _____

Name of Contractor _____

ONE YEAR PROJECTED GOALS AND TIMETABLES FOR EQUAL 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									
TOTALS									
Comments									

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

Signature of Company Official

Title



LIST OF CERTIFIED MINORITY AND WOMEN-OWNED BANKS

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

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MINORITY FINANCIAL INSTITUTION DATA FORM

SOLICITATION NO: _____

CONTRACTOR NAME: _____

Indicate below if you bank with a Minority Financial Institution:

_____ YES

Bank Name: _____

Address: _____

Type of Account(s): _____

_____ NO (please explain)

Explanation:

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STATEMENT OF ACCEPTANCE AND EXCEPTIONS

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

Name of Firm

Address

Signature

Title

Printed Name

Telephone #

Date

If you wish to state any exceptions to the terms, conditions, and other covenants stated in this proposal document, then please specify herein, include additional pages as necessary.

IMPORTANT: SOME EXCEPTIONS MAY BE CLASSIFIED AS NONRESPONSIVE BY THE 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 is has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.
-

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

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

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

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

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

[] Black Americans

[] Asian Pacific Americans

[] Hispanic Americans

[] Asian Indian Americans

[] Native Americans

[] Hasidic Jewish Americans

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

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

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

- (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> |
|-------------|-------------------|-----------------------------|-------------------------|
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14. Furnish written evidence of amount and type of credit available.
15. Attach a Financial Statement no more than six months old.
16. Will you, upon request, fill out a detailed Financial Statement and furnish any other information that may be required by the Housing Authority? _____

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

Dated this _____ of _____, 20____ at _____

(Name of Bidder)

BY: _____
(Signature of Bidder's Representative)

Title

State of _____)

County of _____)

_____, being duly sworn,
(Individual signing above)

deposes and says he is _____ of
(Title)

(Name of Organization)

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

Sworn before me this _____ day of _____, 20____

Notary Public

My Commission Expires _____
(Date)



ATTACHMENT “I”

SECTION 3 CONTRACTOR COMPLIANCE AGREEMENTS

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

<<Today's Date>>

Hanna Koerner
Data Management and Section 3 Compliance Specialist
Office of Resident Services
District of Columbia Housing Authority
1133 North Capitol Street NE, Suite 147
Washington DC 20002-7599

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

Dear Ms. Koerner:

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 faucets 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>>.

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>>.

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 are being performed within DCHA properties*) 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 (a) your past performance with the fulfillment of Section 3 commitments and (b) the methods that will be utilized to achieve this Section 3 Commitment. This narrative must include your (1) plan for hiring Section 3 Residents, (2) plan for enrolling apprentices, or (3) plan for contracting with Section 3 Business Concerns and the date to start your plan.)

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

Regards,

John Doe
President

ABC Company, Inc.

**SECTION 3 COMMITMENT
ESTIMATED PROJECT WORKFORCE BREAKDOWN**

SOLICITATION # _____

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

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

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

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

Company

Name of Authorized Signatory

Signature



*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% of 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



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



Certification of Adherence to Section 3 Clause

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

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

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



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

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

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

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

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

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

(address of Contracting Business) _____
Street City State Zip

agree to adhere to the aforementioned Section 3 clause.

Signature

Date

Title of Signatory



ATTACHMENT “J” 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.-5) was first posted on www.wdol.gov on 03/28/2017

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.: 5
		Date Of Revision: 03/17/2017

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any 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 \$10.20 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 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Prince George's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Manassas, Manassas Park, 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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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**

BENCHMARK STANDARDS & MENU OF EXPANDED OPTIONS FOR COMPLIANCE

WITH

DCHA'S SECTION 3 PROGRAM

November 10, 2015

Construction Contracts	Non-Construction Contracts			
	Legal	Professional/Services	Consultant/Other	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 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.
	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
Proposed Additional Options:				
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.