LETTER OF SOLICITATION

SOLICITATION NO.

0031-2017

ISSUE DATE: June 22, 2017   CLOSING DATE: July 6, 2017

CAPTION: Financial Technical Assistance Services
Dear Prospective Contractor:

The District of Columbia Housing Authority (DCHA) issues this written Letter Solicitation on behalf of its Office of Financial Management (OFM) to solicit Financial Technical Assistance Services in accordance with the Simplified Acquisition Methods for less than $100,000 detailed in the DCHA Procurement Policy, applicable Federal standards, United States Department of Housing and Urban Development (HUD) regulations, and local laws. For any contract that involves District funds, DCHA shall comply with the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code §§ 2-351.01 et seq.)(2011 Repl.) as detailed within this solicitation.

INTRODUCTION

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 subsidizing over 8,300 units with public housing operating subsidy, DCHA also contracts approximately 14,000 private units through its Housing Choice Voucher Program. DCHA has embarked on an ambitious program of development and redevelopment to create economically diverse communities and neighborhoods. DCHA is one of the most innovative housing authorities in the nation and is actively pursuing non-governmental sources of financing to promote HCVP homeownership assistance programs, project-based public housing subsidies, and implement more creative uses of its authority through the United States Department of Housing and Urban Development (HUD)'s Moving to Work (MTW) Demonstration Program.

OVERVIEW

DCHA requires Financial Technical Assistance Services to support its OFM with its financial transactions. DCHA invites qualified and interested Offerors to submit a proposal in response to the solicitation to provide Financial Technical Assistance Services.

BACKGROUND

DCHA's annual budget is approximately $450 million, including $320 million of the MTW block grant and $130 million for non-MTW programs. DCHA's fiscal year ends September 30th each year. DCHA seeks technical assistance for the Office of Financial Management in funding issues, its affiliates financial activities and development financial activities.

QUALIFICATIONS

Must possess consulting experiences over 10 years in the areas of financial management for moving-to-work agencies.

Letter of Solicitation #0031-2017 Financial Technical Assistance Services
SCOPE OF SERVICES

Provide Financial Technical Assistance in the areas as specified in the following Scope of Work to:

1. Improve and expand financial reporting of affiliate activities to meet terms of debt and equity requirements;

2. Create a working capital fund to support self-development and related predevelopment activities;

3. Identify all available funding sources and provide strategic recommendations to fund needed activities;

4. Assess regulatory and statutory compliance monitoring process to identify areas for improvement;

5. Provide effective internal controls recommendations over financial transactions and resources.

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 this contract. A 2nd option for compliance under this act is to annually enroll Section 3 individuals totaling at minimum 30% to an Apprenticeship program. Another option is to subcontract to a Section 3 business concern.

In accordance with the HUD regulations, 10% of the subcontract may be awarded to section 3 business concerns for construction and 3% of the subcontract may be awarded to section 3 business concerns for non-construction contracts. 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**

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

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

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

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

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

Monitoring
DCHA will 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 with Hanna Koerner, Data Management and Section 3 Compliance Specialist, Office of Resident Services, via phone at 202.535.1517 and via email at hkoerner@dchousing.org for additional information or assistance with the completion of your Section 3 Action Plan.
TERM OF CONTRACT

The term of this contract shall be for a period of up to 15 months from the date of contract execution, as deemed appropriate in the representation of DCHA; based upon the availability of funds.

TYPE OF CONTRACT

The consultant will provide services under a Time and Materials contract for the aforementioned Scope of Work.

INSURANCE

The successful Offeror, upon contract, at its own expense, shall obtain the minimum insurance coverage set forth below and keep such insurance in force throughout the contract period. All insurance provided by Contractor in this section shall set forth DCHA as an additional insured.
Contractor shall carry and pay for:

**MINIMUM INSURANCE REQUIREMENTS**

**BASIC COVERAGE**

*Commercial General Liability (GL):*
- Per Occurrence: $2,000,000
- Aggregate: $4,000,000
- Products and Completed Operations: $2,000,000
- Personal/Advertising Injury: $1,000,000

*Workers’ Compensation:* The contractor should contact their insurer for the appropriate liability limit.

*Employer’s Liability:* This coverage is not available to employees if Worker’s Compensation applies (see 32 DC Official Code § 1504). If and when Employer’s Liability insurance applies, however, the minimum requirements are as follows:
- Each Accident: $500,000
- Employee Disease: $500,000
- Disease-Policy Limit: $500,000

**ADDITIONAL COVERAGE**

(Under requirements to be determined depending on the contract)

*Umbrella or Excess Liability:*
- $2,000,000 to 5,000,000+ (depending on contract)

*Professional Liability (E&O):*
- Per Occurrence: $2,000,000
- Aggregate: $4,000,000

With respect to GL above; these policies shall be endorsed to name DCHA as an additional insured and as a loss payee.

With respect to policies described above, these policies must:

(a) Be in place before the execution of the contract, as in-force insurance is a condition precedent;
(b) Contractor shall provide DCHA annually with a Certificate of Insurance as evidence of the limits of coverage described above;
(c) In the event Contractor’s insurance expires during the term of the contract, Contractor shall provide DCHA with copies of renewal certificates 30 days prior to the expiration date of the expiring coverage;
(d) Insurance contracts shall require the insurance company to notify DCHA in the event of a substantial change in coverage during the policy term;
(e) Have an A.M. Best Company rating of A-VIII or higher by companies authorized to do business and in good standing in the District of Columbia, on such conditions, and with such beneficial interest appearing thereon as shall be acceptable to DCHA.
In the event a claim arises under the contract, the Contractor will promptly notify 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 Contractor will investigate and furnish the DCHA COTR and ORM with reports of all accidents, claims and potential claims for damage or injury and will cooperate with its insurers and those of DCHA.

**PAYMENT/INVOICES**

Monthly Payment of Services:

DCHA 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 Authority
   Attn: Office of Financial Management
   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
   - Record of Actual hours for services billed
   - Receipts for allowed reimbursable materials

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 legal holiday. In the event the processing day falls on a legal holiday, checks will be processed on the next business day.
SPECIAL CONDITIONS

DCHA will notify contractor within 48 hours of each assignment.

Contractor shall submit a quote for review and approval for each assignment assigned under the contract.

Contractor shall not to perform work beyond the extent of work stipulated in the Scope of Work for each assignment.

All work must be completed within the approved schedule for each assignment.

Work shall be performed in accordance with applicable federal and local ordinances; law, rules and regulations.

CEILING PRICE

The DCHA shall not be obligated to pay the Contractor any amount in excess of the ceiling price (also referred to as the total price) in the award, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the award, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the award has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

PROPOSAL FORMAT

All proposals shall be submitted in two parts: Technical and Cost. Please note the proposal format shall not exceed twenty (20) pages excluding the Cost Proposal, supporting material, and exhibits. Offerors shall submit one (1) original and four (4) copies of both the technical and price proposals, prepared in such format and in such detail as to enable DCHA to make a thorough evaluation thereof and to arrive at a sound determination as to whether or not the offer Offeror can meet the requirements set forth in this solicitation.

All proposals submitted for consideration will be reviewed by the DCHA, with the Offeror 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 DCHA, cost and other factors considered.
DCHA may reject any or all proposals that are determined not to be in DCHA’s best interest. In addition, DCHA reserves the right to waive any formalities or minor irregularities, if it serves DCHA’s best interests in doing so.

The technical proposal shall not contain any cost information.

At a minimum, Proposals shall be organized as follows with the content below:

- Letter of Interest
- Documentation to Substantiate Experience
- Past Performance
- Documentation to Substantiate Service Approach
- Experience with HUD Section 3 & Section 3 Plan
- List & Documentation of Trade Affiliations, Licenses and Certifications
- References
- Minority/ Women Certified Business Enterprise (M/WBE/CBE) Equity Plan
- Certifications & Affidavits

At a minimum, these sections should contain the following:

- **A Letter of Interest**
  Respondents shall provide an executive summary/introduction to include: 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.

- **Documentation to Substantiate Experience**
  Proposing firm should demonstrate extensive experience in the public housing industry, particularly for Moving-to-Work agencies with relevant experience in the financial management, information technology and administrative services areas.

- **Past Performance**
  Provide an overview/summary of your firm’s completed projects of a similar scale to DCHA. Detail past performance in terms of quality of work, compliance with performance schedules and project deliverable(s).

- **Documentation to Substantiate Service Approach**
  Provide an overview of the approach your firm intends to take in completing the Scope of Services. Respondents are encouraged to be as specific in their submission as possible to demonstrate an understanding of the objectives of the DCHA.

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Letter of Solicitation #0031-2017 Financial Technical Assistance Services
Experience with HUD Section 3 & Section 3 Plan

Describe the Respondent’s experience with compliance with HUD Section 3 requirements and the results achieved in hiring and training Section 3 residents and/or subcontracting to Section 3 business concerns. Review Section 3 requirements outlined in 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 Company 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 Company’s proposal, if any, to subcontract to Section 3 businesses. Describe in detail, the type of service to be provided.

List & Documentation of Licenses and Certifications

List entity Trade Affiliations and Licenses and provide overview/resume of Management and Key Project Staff to include Education, Experience, Licenses, Certifications and Industry Affiliations as evidence of entity and key individuals’ ability to provide services required to complete the Scope of Services.

References

Not less than three (3) recent professional references from clients demonstrating that your Company has performed similar work as described in the “Scope of Services”. Include name, address, and telephone number, description of work performed and the date completed.

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

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

Describe the diversity profile of the Company’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 Company, including any history of such participation.
Certifications & Affidavits

Complete and Return the following certification forms:

Attachment A, General Conditions for Non-Construction Contracts
Attachment B, Tax Certification Affidavit
Attachment C, Non-Collusive Affidavit
Attachment D, Certificate of Eligibility
Attachment E, Contract Compliance Requirements
Attachment F, Payment to Subcontractors
Attachment G, Representation, Certification, and Other Statements of Bidders
Attachment H, Statements of Bidders Qualifications
Attachment I, Section 3 Contractor Compliance Agreements
Attachment J, Conflict of Interest Certification
Attachment K, Wage Determination
Attachment L, Benchmark Standards & Menu of Expanded Options for Compliance with DCHA’s Section 3 Program

Proposals submitted with incomplete or missing certifications may be determined unresponsive and removed from consideration.

PART II: Cost Proposal

Cost Proposal

Offerors shall submit a Cost Proposal to complete the Scope of Services. The Cost Proposal shall include a breakdown showing a fully burdened hourly rate for each personnel classification by nature of the work required to complete the Scope of Services included within this Letter of Solicitation.

Offerors shall ensure that the Cost Proposal and proposed hourly rates offered are the lowest discounted (government) rate offered to similar clients.

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

Proposals will be evaluated with points assigned to each section as detailed in this section. Proposals will be evaluated to determine the extent to which the Offerors' capabilities and approach meet the needs of the DCHA. Offerors shall respond thoroughly to each of the following evaluation factors, with focus on providing answers that are both clear and concise. If any requirement listed cannot be met, full disclosure must be given, along with an explanation and proposed alternative, if appropriate.

The evaluation factors will be used in determining the competitive range, with a total possible score of 137.5 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.

The following point value will be used for evaluation purposes with the points shown being the maximum number that can be awarded for each criterion:
<table>
<thead>
<tr>
<th>CRITERIA</th>
<th>MAXIMUM POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>TECHNICAL</strong></td>
<td></td>
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<tr>
<td><strong>Experience</strong></td>
<td>30</td>
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<tr>
<td>Proposing firm should demonstrate extensive experience in the public</td>
<td></td>
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<tr>
<td>housing industry, particularly for Moving-to-Work agencies with relevant</td>
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<td>experience in the financial management</td>
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<tr>
<td><strong>Key Personnel</strong></td>
<td>30</td>
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<tr>
<td>Qualifications of the level of staff who will be devoted to the work.</td>
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<tr>
<td>List the individuals assigned to the contract, with respective roles</td>
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<tr>
<td>and responsibilities.</td>
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<tr>
<td><strong>Documentation to Substantiate Knowledge and Capability</strong></td>
<td>20</td>
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<tr>
<td>Provide evidence of the Firms knowledge and ability to perform and</td>
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<tr>
<td>complete the Scope of Services within the designed timeframe.</td>
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<tr>
<td><strong>SECTION 3 Experience &amp; Plan</strong></td>
<td></td>
</tr>
<tr>
<td>1. <em>For non-construction contracts:</em> Proposes to have DCHA residents</td>
<td></td>
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<tr>
<td>or program participants as interns. <em>For construction contracts:</em></td>
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<tr>
<td>Proposes to have DCHA residents or program participants as apprentices</td>
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<tr>
<td>(2 pts.)</td>
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<td>2. Demonstrated evidence of successful past performance with the</td>
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<tr>
<td>fulfillment of Section 3 Commitments. (3 pts.)</td>
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<tr>
<td>3. Will hire DCHA residents or program participants for appropriate</td>
<td></td>
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<tr>
<td>employment opportunities within the Company or any of its affiliated</td>
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<td>subcontractors. (4 pts.)</td>
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<tr>
<td>4. Proposes to provide funding for a DCHA resident or program</td>
<td>20</td>
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<tr>
<td>participant. (3 pts.)</td>
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<tr>
<td>5. Will provide pro bono services to resident-controlled companies or</td>
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<tr>
<td>residents desiring to start a company either as a for-profit or</td>
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<tr>
<td>non-profit entity. (2 pts.)</td>
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<td>6. **Proposes to subcontract supportive services to Section 3 businesses.</td>
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<tr>
<td>(2 pts.)</td>
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<td>7. ***Vendor submits a unique proposal that supports the requirement of</td>
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<tr>
<td>Section 3 &quot;to provide DCHA residents and program participants with</td>
<td></td>
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<tr>
<td>training and/employment opportunities.&quot; Includes sponsoring program</td>
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<tr>
<td>participants. (4 pts.)</td>
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<tr>
<td><strong>COST</strong></td>
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<tr>
<td>Proposed cost and breakdown</td>
<td></td>
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<tr>
<td>Fully-burdened Hourly Rate(s) or Lowest Discounted (Government Rate)</td>
<td>25</td>
</tr>
<tr>
<td><strong>TOTAL MAXIMUM POINTS TECHNICAL &amp; COST</strong></td>
<td>125</td>
</tr>
</tbody>
</table>
SECTION 3  Section 3 Experience & Plan

*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

Breakdown of Bonus Points

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

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

Upon determination of the competitive range, each Offeror 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 Company with 500 employees or less;
"Minority" means 51% ownership; and
"Woman-Owned" means 51% ownership.

The points shall be awarded to the Offeror based on a review of the respondent, either party of a joint-venture, or a Offeror'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 (Bonus Maximum 2.5 points)

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

<table>
<thead>
<tr>
<th>District of Columbia</th>
<th>D.C. Housing Authority</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-12 Preference Points</td>
<td>2.5 Preference Points</td>
</tr>
<tr>
<td>6-9 Preference Points</td>
<td>2.0 Preference Points</td>
</tr>
<tr>
<td>2-5 Preference Points</td>
<td>1.0 Preference Points</td>
</tr>
</tbody>
</table>

TOTAL MAXIMUM POINTS (to include Bonus) POINTS 137.5

Each response will be ranked using the above criteria based upon the information presented in the statements, the references provided by the Contractor, DCHA's knowledge from prior engagements, if applicable, independent background checks and other factual information available to the DCHA. Contractors are advised to provide sufficient information and references to demonstrate their approach, experience and capabilities.
RELATIVE IMPORTANCE OF TECHNICAL VERSUS COST/PRICE FACTORS

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

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

(3) The DCHA may make multiple awards to ensure availability of a wide range of products or services.

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

PROTEST

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

DEFINITIONS

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

Executive Director. The Executive Director of DCHA.

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

General Counsel. The General Counsel of DCHA.

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

1. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days of contract award by the Contracting Officer of DCHA, or the protest will not be considered, unless a different time period has been established in the solicitation or contract, if applicable. The formal complaint must be in writing, must identify the aggrieved party by name and address, and contain clear and concise factual and legal grounds of the protest, including copies of relevant evidence or supporting documents, statutes, rules, regulations and/or policies violated, and the relief requested by Protester.

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

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

4. If the Executive Director or designee, fails to respond to a properly submitted protest within the allotted time, or the if Protester wishes to appeal the decision rendered, then the Protester may submit a formal request to have the dispute settled by the appropriate field office of the U.S. Department of Housing and Urban Development (HUD). Such request must be in writing and made within fifteen (15) days of receipt of the decision rendered by the Executive Director or designee, or within fifteen (15) days after the expiration of the response time allotted to the Executive Director whichever is earlier. The field office of HUD will only review protests that meet one of the following criteria:

Letter of Solicitation #0031-2017 Financial Technical Assistance Services

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

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

5. Violations of local law will be subject to review of the District of Columbia Contract Appeals Board and must be filed in accordance with Title 27 of the District of Columbia Municipal Regulations Chapter 3.

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

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

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

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

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

9. 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 pursuant to Title 27 Chapter 3 of the District of Columbia Municipal Regulations in the District of Columbia Contracts Appeals Board.
INQUIRIES/QUESTIONS

Inquiries or questions concerning this document should be submitted in writing to the Issuing Office no later than Tuesday, June 27, 2017 by 11:00 a.m. by email to LaShawn Mizzell-McLeod, Contract Specialist at lmmcleod@dchousing.org with copy to business@dchousing.org.

OFFERORS ARE INSTRUCTED SPECIFICALLY 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.

PROPOSAL SUBMISSION

Respond as outlined and submit ONE (1) original and four (4) copies of the Proposal, typed and prepared on standard 8.5 x 11 letter size paper with material printed on one side only. All Proposals in response to this Letter of Solicitation must be RECEIVED no later than Thursday, July 6, 2017 by 11:00 a.m. at the address listed below.

District of Columbia Housing Authority
Office of Administrative Services- Contracts and Procurement
1133 North Capitol Street, NE, Suite 300
Washington, D.C. 20002-7599
Attn: Cheryl Moore, Contracting Officer
Letter Solicitation Number: 0031-2017
“Financial Technical Assistance Services”

DCHA will accept electronic submissions in appropriate PDF format. Electronic submissions shall be sent to the following email address: LaShawn Mizzell-McLeod, Contract Specialist at lmmcleod@dchousing.org with a copy to business@dchousing.org.

PROPOSALS RECEIVED AFTER THE DEADLINE MAY NOT BE CONSIDERED.

Sincerely,

Cheryl Moore
Contracting Officer

Letter of Solicitation #0031-2017 Financial Technical Assistance Services
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)

Public Reporting Burden for this collection of information is estimated to average 0.03 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. 20410-3300, 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 988.105) greater than $2,000 but not more than $100,000 - use Section I, 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 (e) 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 except when shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

   (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
   (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
   (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
   (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
   (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that
   (i) Award of the contract may result in an unfair competitive advantage, or
   (ii) The Contractor's objectivity in performing the contract work may be impaired.
   (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
   (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
   (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any
product of work shall be deemed accepted as submitted if
the HA does not issue written comments and/or required
corrections within 30 days from the date of receipt of such
product from the Contractor.
(b) The Contractor shall make any required corrections
promptly at no additional charge and return a revised copy
of the product to the HA within 7 days of notification of a
later date 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 therefrom,
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
departmental agencies 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 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
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 interstate 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 covered
Federal action:

(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)(i)(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 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.
      (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)(i)(2)(a) of this 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)(i)(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 preclude 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, 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, by 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, heading 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 contract 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 finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

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

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

22. Procurement of Recovered Materials

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

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

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. 20410-3800, 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 addresses.

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

1) Non-construction contracts (without maintenance) greater than $100,000 - use Section I.
2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 866.105) greater than $2,000 but not more than $100,000 - use Section II, and
3) Maintenance contracts (including nonroutine maintenance), greater than $100,000 – use Sections I and II.

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

1. Minimum Wages
(a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer’s payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and his subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:

1. The work to be performed by the classification required is not performed by a classification in the wage determination.
2. The classification is utilized in the area by the industry; and
3. The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.

(i) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

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

3. Records
(a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:

(i) Name, address and Social Security Number;
(ii) Correct work classification or classifications;
(iii) Hourly rate or rates of monetary wages paid;
(iv) Rate or rates of any fringe benefits provided;
(v) Number of days and weekly hours worked;
(vi) Gross wages earned;
(vii) Any deductions made, and
(viii) Actual wages paid

(b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees
(a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:

(i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA). Office of....
Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice. A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or

(i) A training/trainee program that has received prior approval by HUD.

(b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.

(c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.

(d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

(e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainees program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

(a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD’s own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

(i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeals must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer’s decision. Any appeal must direct the parties thus set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

(b) Disputes arising out of the labor standards provisions of paragraph 5 shall be subject to paragraph 5(a) of this form HUD-5370-C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

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

(a) Overtime requirements. No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek. The Contractor and any
subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

Name of Organization ________________________________

Address ________________________________________

Principal Officers: ________________________________

________________________________________________

Business Telephone # ______________________________

Finance & Revenue Registration # ____________________

Federal Identification # ____________________________

DUNS # __________________ Contract # ______________

Un-employment Insurance Account # __________________

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.

2. The following information is true and correct concerning tax compliance for the following taxed for the past five (5) years.

   District: 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 serving 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.


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


Certification

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

__________________________________________
CONTRACTOR NAME

__________________________________________
SIGNATURE OF COMPANY OFFICIAL

__________________________________________
TITLE

__________________________________________
CONTRACT NO.

__________________________________________
DATE
EQUAL EMPLOYMENT OPPORTUNITY
EMPLOYER INFORMATION REPORT

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

SECTION A - TYPE OF REPORT

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

   Single Establishment Employer:
   1. ( ) Single Establishment Employer Report

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

   or of each

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

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

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

   Address (Number and Street)

   City or Town  County  State  Zip Code

   a. Employer Identification No.

2. Establishment for which this report is filed

   a. Name of establishment

   Address (Number and Street)

   City or town  County  State  Zip Code

   b. Employer Identification No.

3. Parent or affiliated company

   a. Name of Parent or affiliated company

   Address (Number and Street)

   City or town  County  State  Zip Code

   b. Employer Identification No.

SECTION C-ESTABLISHMENT INFORMATION

Is the location of the establishment the same as that reported last year?  ( ) 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)
**ONE YEAR PROJECTED GOALS AND TIMETABLES FOR EQUAL OPPORTUNITIES**

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<th>Female</th>
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<td>Asian American</td>
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<td>Officials/Managers</td>
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<td>Comments</td>
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</table>

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

Signature of Company Official

Title
LIST OF CERTIFIED MINORITY AND WOMEN-OWNED BANKS

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

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

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

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

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MINORITY FINANCIAL INSTITUTION DATA FORM

SOLICITATION NO: _______________________________________

CONTRACTOR NAME: _______________________________________

Indicate below if you bank with a Minority Financial Institution:

_____ YES

Bank Name: _____________________________________________

Address: _______________________________________________

Type of Account(s): _______________________________________


_____ NO (please explain)

Explanation:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

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STATEMENT OF ACCEPTANCE AND EXCEPTIONS

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

Name of Firm

Address

Signature ______________________________ Title ______________________________

Printed Name ______________________________ Telephone # ______________________________

Date ______________________________

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

IMPORTANT: SOME EXCEPTIONS MAY BE classIFIED AS NONRESPONSIVE BY THE AUTORITY AND THE PROPOSAL MAY BE REJECTED.

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________
ATTACHMENT “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.
[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:

"Bone 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 objectively in performing the contract work.

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

5. BIDDER'S CERTIFICATION OF ELIGIBILITY

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, not any person or firm which has an interest in the bidder's firm is ineligible to:

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

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

6. MINIMUM BID ACCEPTANCE PERIOD

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

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

(c) The DCHA requires a minimum acceptance period of 60 calendar days from date of bid opening. If the award is delayed by a required approval of another governing agency, then the acceptance period shall be 120 days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period that the DCHA minimum requirement. The bidder allows the following acceptance periods: __________ calendar days.

(e) A bid allowing less than the DCHA minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that is has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.
7. SMALL, MINORITY, WOMEN-OWNED BUSINESS CONCERN REPRESENTATION

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

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

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

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

[ ] Black Americans
[ ] Asian Pacific Americans
[ ] Hispanic Americans
[ ] Asian Indian Americans
[ ] Native Americans
[ ] Hasidic Jewish Americans

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

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

(b) By the submission of this bid, the bidder certifies that is does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that is does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.
(c) The bidder further agrees that (except where is has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed $10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will

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

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

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

NOTE: The penalty for making false statements in bids is presribed 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.

<table>
<thead>
<tr>
<th>Name</th>
<th>Background</th>
<th>Years in Contracting</th>
<th>Current Workload</th>
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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)
<<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 #_____________________

<table>
<thead>
<tr>
<th>Job Category</th>
<th>Total Estimated Number of Positions Needed For This Project</th>
<th>Number of Positions Occupied by Permanent Employees</th>
<th>Number of Positions Not Occupied</th>
<th>Number of Positions To Be Filled With Employees From Section 3 Program</th>
<th>Time Table For Filling Section 3 Positions</th>
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<tbody>
<tr>
<td>Machine Operators &amp; Inspectors</td>
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<td>Professional</td>
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<td>Technicians</td>
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<td>Resident Construction Liaison</td>
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<td>Apprentices</td>
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<td>Other:</td>
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</table>

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
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 _______________________________.

- 24 C.F.R. Section 135.1 provides that the purpose of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended, 12 U.S.C. 1701u (Section 3) is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State and local laws and regulations, be directed to low and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low and very low-income persons; and

- "Section 3 covered activities" are training, employment, contracting, and other economic opportunities arising from development, operating and modernization assistance funded by HUD notwithstanding the amount of the contract or subcontract, and regardless of whether the activity is fully or partially funded by HUD funds; and

- "Section 3 Resident" means:
  a. A public housing resident;
  b. Other DCHA Voucher Program participant; or
  c. An individual who resides in the District of Columbia and who is a low or very low-income person; and,

- "Section 3 Business" means a business concern that:
  a. Is a business concern that is 51% or more owned by Section 3 residents; or
  b. A business whose permanent, full-time employees include at least 30% current Section 3 residents (or are within three years of the date of first employment as a Section 3 resident); or
  c. A business which provides evidence of a commitment to subcontract in excess of 25% or the dollar award of all subcontracts to businesses that meet the tests in (3)(a) or (3)(b) above; and
The District of Columbia Housing Authority
1133 North Capitol Street NE, Washington DC 20002-7509

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

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

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

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

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

The undersigned parties agree to comply with the following provisions:

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

   a. In the event that Contractor fails to reach the 30% requirement, Contractor must provide a written justification of the impediments encountered and what actions or other economic opportunities, such as joint venturing, Contractor attempted in efforts to reach the requirement.

   b. Contractor must complete and record exit evaluations of "Section 3 Resident" employees for each job assignment completed.

   c. New hires are subject to contractor's standard employment policies. Moreover, Contractor can hire an applicant to work on the job site or within Contractor's office/Plant, etc. The work does not have to be directly related to the contract in question.
2. **Section 3 Contracting Requirements.** Contractor agrees to meet the minimum Section 3 contracting requirements as a safe harbor that meets the “greatest extent feasible” statutory requirement as follows:

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

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

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

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

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

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

4. **Joint Ventures.** DCHA encourages joint ventures with “Section 3 Businesses” as a means of complying with the requirements of Section 3. In addition to performing the work, joint ventures will help Section 3 businesses strengthen their internal
management structures, enhance them to learn from the technical expertise and experience of established contractors.

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

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

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

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

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

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

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

7. Section 3 Reporting Procedures. Contractor agrees to submit monthly Section 3 Status Reports to the Office of Administrative Services.
8. **Section 3 Clauses.** Attachment A to this Contract contains the "Section 3 Clauses". Contractor agrees to include these clauses in all subcontracts related to its contract with DCHA.

9. The parties further certify that the persons executing this Agreement have the authority to so bind the parties to this Agreement.

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

**CONTRACTOR:** ____________________________

By: ______________________________________
(name)
(title)

**DISTRICT OF COLUMBIA HOUSING 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
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.-6) was first posted on www.wdol.gov on 05/16/2017

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

Daniel W. Simms
Director
Division of Wage Determinations

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Wage Determination No.: 2015-4281
Revision No.: 6
Date Of Revision: 05/08/2017

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, Kanassas, Manassas Park, Prince William, Stafford

**Fringe Benefits Required Follow the Occupational Listing**

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13000 - Information And Arts Occupations

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Administrator

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14000 - Information Technology Occupations

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6/22/2017
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 37.87
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 36.80
15070 - Flight Instructor (Pilot) 52.81
15080 - Graphic Artist 30.47
15085 - Maintenance Test Pilot, Fixed, Jet/Prop 48.72
15090 - Maintenance Test Pilot, Rotary Wing 48.72
15095 - Non-Maintenance Test/Co-Pilot 48.72
15099 - Technical Instructor 28.79
15095 - Technical Instructor/Course Developer 35.22
15110 - Test Proctor 23.24
15120 - Tutor 23.24
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
16010 - Assembler 11.41
16030 - Counter Attendant 11.41
16040 - Dry Cleaner 14.66
16070 - Finisher, Flatwork, Machine 11.41
16090 - Presser, Hand 11.41
16110 - Presser, Machine, Drycleaning 11.41
16130 - Presser, Machine, Shirts 11.41
16160 - Presser, Machine, Wearing Apparel, Laundry 11.41
16190 - Sewing Machine Operator 15.71
16220 - Tailor 16.64
16250 - Washer, Machine 12.51
19000 - Machine Tool Operation And Repair Occupations
19010 - Machine-Tool Operator (Tool Room) 24.71
19040 - Tool And Die Maker 28.29
21000 - Materials Handling And Packing Occupations
21020 - Forklift Operator 18.11
21030 - Material Coordinator 25.24
21040 - Material Expediter 25.24
21050 - Material Handling Laborer 13.83
21071 - Order Filler 15.09
21080 - Production Line Worker (Food Processing) 18.11
21110 - Shipping Packer 17.65
21130 - Shipping/Receiving Clerk 17.65
21140 - Store Worker I 12.49
21150 - Stock Clerk 17.98
21210 - Tools And Parts Attendant 16.11
21410 - Warehouse Specialist 18.11
23000 - Mechanics And Maintenance And Repair Occupations
23010 - Aerospace Structural Welder 32.92
23019 - Aircraft Logs and Records Technician 23.91
23021 - Aircraft Mechanic I 31.25
23022 - Aircraft Mechanic II 32.92
23023 - Aircraft Mechanic III 34.52
23040 - Aircraft Mechanic Helper 21.22
23050 - Aircraft, Painter 29.92
23060 - Aircraft Servicer 23.91
23070 - Aircraft Survival Flight Equipment Technician 29.92
23080 - Aircraft Worker
23091 - Aircrew Life Support Equipment (ALSE) Mechanic
23100 - Appliance Mechanic
23120 - Bicycle Repairer
23125 - Cable Splicer
23130 - Carpenter, Maintenance
23140 - Carpet Layer
23160 - Electrician, Maintenance
23181 - Electronics Technician Maintenance I
23182 - Electronics Technician Maintenance II
23183 - Electronics Technician Maintenance III
23260 - Fabric Worker
23290 - Fire Alarm System Mechanic
23310 - Fire Extinguisher Repairer
23331 - Fuel Distribution System Mechanic
23332 - Fuel Distribution System Operator
23370 - General Maintenance Worker
23380 - Ground Support Equipment Mechanic
23381 - Ground Support Equipment Servicer
23382 - Ground Support Equipment Worker
23391 - Gunsmith I
23392 - Gunsmith II
23393 - Gunsmith III
23410 - Heating, Ventilation And Air-Conditioning Mechanic
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)
23430 - Heavy Equipment Mechanic
23440 - Heavy Equipment Operator
23460 - Instrument Mechanic
23465 - Laboratory/Shelter Mechanic
23470 - Laborer
23510 - Locksmith
23530 - Machinery Maintenance Mechanic
23550 - Machinist, Maintenance
23580 - Maintenance Trades Helper
23591 - Metrology Technician I
23592 - Metrology Technician II
23593 - Metrology Technician III
23640 - Millwright
23710 - Office Appliance Repairer
23760 - Painter, Maintenance
23790 - Pipefitter, Maintenance
23810 - Plumber, Maintenance
23820 - Pneumatic Systems Mechanic
23850 - Rigger
23870 - Scale Mechanic
23890 - Sheet-Metal Worker, Maintenance
23910 - Small Engine Mechanic
23931 - Telecommunications Mechanic I
23932 - Telecommunications Mechanic II
23950 - Telephone Lineman
23960 - Welder, Combination, Maintenance
23965 - Well Driller
23970 - Woodcraft Worker
23980 - Woodworker
24000 - Personal Needs Occupations
24550 - Case Manager
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</tbody>
</table>
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 conformance 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, dyeing, 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 employer, 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 $0.67 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**

<table>
<thead>
<tr>
<th>Construction Contracts</th>
<th>Non-Construction Contracts</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Benchmark:</strong> 10% of the total number of labor hours</td>
<td><strong>Benchmark:</strong> 3% of the total dollar amount of all non-construction contracts**</td>
<td></td>
</tr>
</tbody>
</table>

### Original Options:
- New Hires – Temporary and Permanent Apprenticeships/General Training Subcontract with Section 3 Business Concerns Cash Contribution
- Cash Contributions (As A Last Resort When Feasible Options Have Been Exhausted)

### Proposed Additional Options:
- Sponsor delivery of a Security Certification Course
- Sponsor onsite GED classes at the Southwest Center
- Sponsor Legal Clinics, including free simple Wills, refreshments for

### Proposed Additional Options:
- Sponsor delivery of a Landscaping Certification Course
- Sponsor onsite GED classes at the Southwest Center
- Sponsor 2 Student Scholarship Packages – $5,000 and $1,000

### Proposed Additional Options:
- Sponsor delivery of two 3-day Survey Training Workshops and purchase 25 tablets
- Sponsor onsite GED classes at the Southwest Center
- Sponsor 2 Student Scholarship Packages – $5,000 and $1,000

### Proposed Additional Options:
- Sponsor an On-the-Job Training Program
- Sponsor onsite GED classes at the Southwest Center
- 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*

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