



HOUSING AUTHORITY OF PRINCE GEORGE'S COUNTY, MARYLAND

REQUEST FOR PROPOSALS PROPERTY MAINTENANCE AND JANITORIAL SERVICES

RFP No. 2021-104

Issue Date: April 26, 2021
Pre-Proposal Conference: May 6, 2021 at 1:00pm
Proposal Closing May 20, 2021
Time Due: 2:00 P.M. EST

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- a) Instructions to Offerors Non- Construction (HUD-5369-B)
- b) Certifications and Representations of Offerors - Non-Construction (HUD 5369-C)
- c) General Conditions for Non-Construction Contracts (HUD-5370-C)

Exhibit 3 – HAPGC Submission Forms

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SECTION I: INTRODUCTION

1.1 SUMMARY STATEMENT

The Housing Authority of Prince George's County, hereinafter referred to as HAPGC, is requesting proposals from qualified firms, companies or individuals to provide property maintenance services for all HAPGC-owned and managed properties.

The selected vendor will be responsible for providing the necessary skilled personnel, tools and equipment to respond to routine maintenance service request, emergency service request, perform preventive maintenance tasks as well as general maintenance and janitorial services.

1.2 PROPOSAL CLOSING DATE

To be considered, submit one (1) USB Drive one(1) original proposal and three (3) copies of proposal: Cost Proposal should be sealed under separate cover.

RFP No. 2021-104-Property Maintenance Services
Attn: Nathan F. Simms, Jr.
Housing Authority of Prince George's County
9200 Basil Court, Suite 500
Largo, Maryland 20774

Requests for Proposals (RFP) must be received and time stamped by HAPGC no later than **May 20, 2021 at 2:00 PM EST**. Submitted envelopes must be sealed and clearly marked "as listed above"

Late proposals will not be considered. Offerors who are mailing proposals should consider mail delivery time to ensure timely receipt by HAPGC. The Offerors shall prepay any shipping/delivery charges, as applicable, for all documents submitted.

1.3 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be held on **May 6, 2021 at 1 PM EST** via the conference call in number **(425) 436-6395 - Access Code: 2006378** Offerors wishing to schedule a *Site Visit* may do so by contacting Chrystal Harris via e-mail at crharris@co.pg.md.us. Attendance, although not mandatory, is strongly recommended to enhance the Offeror's understanding of HAPGC's requirements.

1.4 QUESTIONS AND INQUIRIES

Questions and inquiries must be submitted in writing via email to HAPGC Procurement Office at hapgcprocurement@co.pg.md.us no later than **May 10, 2021 at 1:00pm**. Written responses will be posted on HAPGC's website.

1.5 PROPOSAL ACCEPTANCE

The HAPGC reserves the right to accept or reject any and all proposals, in whole or in part, received as a result of this solicitation and to waive minor irregularities. Further, the HAPGC reserves the right to make a whole award, partial award, or no award at all.

1.6 TERM OF CONTRACT

The initial term of the maintenance Contract to be awarded shall be for two (2) years, with three (3) annual renewal at the discretion of the HAPGC. Fees may be adjusted annually according to a Consumer Price Index and subject to the availability of funds. The property maintenance Contract will include provision for termination of the Contract for convenience by HAPGC with a 60-day written notice via certified mail/return receipt to the principal officer listed in the contract document.

1.7 DURATION OF PROPOSAL OFFER

Response to this Request for Proposals (RFP) are to be held valid for 120 days following the closing date. This period may be extended by mutual written Contract between the Offeror and HAPGC.

1.8 NOTICE TO OFFERORS

Before submitting a proposal, Offerors shall become fully informed as to the extent and character of the work required and is expected to completely familiarize themselves with the requirements of the solicitation. Failure to do so will not relieve the Offeror of the responsibility to fully perform in accordance therewith. No consideration will be granted for any alleged misunderstanding of the material to be furnished or work to be done. It is understood that the submission of a proposal is an assent to all of the items and conditions referred to herein.

SECTION II: GENERAL INFORMATION

2.1 ECONOMY OF PREPARATION/INCURRED EXPENSES

Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the Offeror's capabilities and description of the offer to meet the requirements of this RFP. HAPGC will not be responsible for any costs incurred by any Offeror in preparing and submitting a response to this solicitation.

2.2 ADDENDUM TO THE REQUEST FOR PROPOSAL

If it becomes necessary to revise any part of this RFP, an addendum will be posted on the HAPGCs website. Written acknowledgement of receipt of all issued amendments, addenda or changes issued shall be required from all Offerors responding to this RFP and in the form required by the solicitation documents.

2.3 ORAL PRESENTATIONS

The HAPGC reserves the right to conduct individual interviews with finalists and to request best and final offers from any or all finalists. Those Offerors may be required to provide oral presentations to discuss their proposed management techniques, answer questions from HAPGCs Evaluation Team Members, and/or clarify their technical submittal.

2.4 PERFORMANCE PAYMENT BOND

Prior to awarding this RFP, the awardee shall furnish a performance and payment bond, executed by a surety company that is authorized and licensed to transact business in the State of Maryland, or a letter of credit, or a cashier's check equal to 100 percent of the contract price. Attorney's in fact who sign bonds must file with each bond a certified copy of their power to sign said bonds.

Bonds shall be provided thirty (30) days after award of this contract. Five percent (5%) of the Bid Bond shall be submitted with the cost proposal. Bonds shall be for the term of the contract. Contractor shall provide 5% for the Bid Bond, and 100% for performance and Labor Bond.

2.5 CONFIDENTIALITY/PROPRIETARY INFORMATION

Offerors must specifically identify those portions of their proposals, if any, which they deem to contain confidential, proprietary information or trade secrets and must provide justification why such material should not, upon request, be disclosed by HAPGC in accordance with the Maryland Public Information Act, General Provisions Article §§4-101 through 4-601, Annotated Code of Maryland. Offerors must clearly indicate each and every page that is deemed confidential/proprietary or a trade secret (It is not sufficient to preface your proposal with a proprietary statement).

2.6 ALLOWANCE OF IN-HOUSE WORK

No section or portion of this RFP or the Contract shall be construed or interpreted to preclude HAPGC from accomplishing any task or undertaking of any operation or project utilizing its own work force.

2.7 WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn upon written request from the Offerors at the address shown in the solicitation prior to closing date and time. Negligence or oversight on the part of the Offerors in preparing the proposal confers no right of withdrawal after the occurrence of the time fixed for closing of the proposals.

2.8. SECTION 3 OF THE HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1968, AS AMENDED, 12 U.S.C.1701 U (SECTION 3)

Section 3 is a provision of the Housing and Urban Development (HUD) Act of 1968 that helps foster local economic development, neighborhood economic improvement, and individual self-sufficiency. The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent feasible, provide job training, employment, and contracting opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

It is the responsibility of firms submitting proposals to familiarize themselves with the requirements of this regulation and address it in their response in accordance with HUD regulations.

2.9 EQUAL EMPLOYMENT OPPORTUNITY

Attention is called to the provisions for Equal Employment Opportunity (Executive Order No. 11246). Each firm must ensure that all employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin. Each Offeror shall certify compliance with all applicable equal opportunity or handicap requirements governing contracts of this type.

2.10 AFFIDAVITS, CERTIFICATIONS AND AFFIRMATIONS

Offerors are required to submit with their proposal certain certifications, affirmations and affidavits. These forms, which should be completed by all Offerors upon proposal submission.

2.11 CONFLICT OF INTEREST

No member 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. This provision shall not to be construed to extend to this contract if made with a corporation for its general benefit.

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

2.12 INSURANCE

The contractor will provide, at its own expense, comprehensive automotive bodily injury and property damage liability insurance. Insurance will cover all vehicles whether owned, hired or non-owned operated, or operated by/or on behalf of the contractor in the performance of this contract with not less than the following limits.

- | | |
|--------------------|--|
| 1. Bodily Injury | \$1,000,000 per person, \$1,000,000 per occurrence |
| 2. Property Damage | \$1,000,000 per occurrence |

Contractor will also obtain and pay premium for the following insurance

1. Workmen's Compensation Maryland Statutory Limit;
2. Comprehensive General Liability in an amount not less than \$1,000,000;
3. Combined personal injury and/or property damage) per occurrence subject to \$1,000,000; and
4. Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.00 per occurrence.

2.13 RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall be responsible for the professional quality and technical accuracy of their advice and other services furnished by them. The Contractor will perform services with the degree of skill that is within acceptable industry standards and recognized by professionals with respect to services of a similar nature.

Neither HAPGCs review, approval or acceptance of, nor payment for, any of the services required under the Contract shall be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the HAPGC in accordance with applicable law for all damages to the HAPGC caused by the Contractor's misfeasance, nonfeasance or negligent performance of any of the services furnished under the contract.

2.14 FORMATION OF CONTRACT/CONTRACT WITH SUCCESSFUL CONTRACTOR

The Contract to be negotiated as a result of this RFP (the "Contract") shall be by and between the Offeror as Contractor and HAPGC, and shall contain provisions included in this RFP. By submitting a proposal in response to this RFP, the Offeror accepts the terms and conditions set forth herein.

SECTION III: SCOPE AND REQUIREMENTS

3.1 OPERATIONAL REQUIREMENTS

The Contractor is required to follow a comprehensive and systematic approach to Maintenance and Janitorial activities in carrying out the duties of this Contract. The HAPGC is responsible for data input, assignments, schedules, distributions and closeouts of all work orders.

The standards of Maintenance and Janitorial Services will be consistent with the HAPGC's objective of providing decent, safe, and sanitary housing at economical cost and having buildings and grounds present an attractive and well-groomed appearance while maximizing the useful life of Authority properties and provide the best services to our residents at all public and assisted housing sites.

The basic function of the Contractor will be to maintain oversight of the physical condition of HAPGC's facilities, coordinate and supervise Maintenance and Janitorial employees assigned to the contract. Contract duties include but are not limited to day-to-day operations of: mechanical, electrical, plumbing, carpentry, HVAC, appliance repairs and all other systems related to the operation of the facilities. The Contractor is responsible for all aspects of property's maintenance, including grounds, janitorial, planned, corrective, deferred and emergency maintenance. This includes: evictions proceedings and occupied and vacant apartment maintenance. Vacant apartment maintenance includes: cleaning, paint preparations, cleaning and services of appliances and fixtures, carpentry, installation, cleaning and repairing of flooring (i.e., cove base, tile, etc.)

The Contractor shall furnish all necessary labor, supervision, and transportation, to provide Maintenance and Janitorial Services for HAPGC. Contractor shall maintain all HAPGC facilities in a manner which is free from filth and pathogens and enhances the appearance and cleanliness of the site as a whole.

The Contractor shall perform all the janitorial services in a quiet, disciplined, orderly manner so as not to disturb employees working in the respective areas, visitors, or the normal operation of the activity being cleaned.

Janitorial services shall apply to all designated spaces including, but not limited to, halls, rest rooms, office spaces, work areas, entryways, lobbies, storage areas, stairways, elevators, computer rooms, mechanical rooms, laundry facilities, vending areas, public rooms, trash rooms, chutes, compactor rooms, and vacant apartments.

3.2 CONTRACTOR RESPONSIBILITIES

The Contractor shall provide the skilled personnel, tools, and equipment necessary to perform the property maintenance tasks set forth in the scope of work and this RFP. The normal hours of operation for the selected Contractor will be 8:30 a.m. until 5:00 p.m., which is inclusive of a 30-minute lunch period Monday through Friday, excluding holidays.

The primary responsibility of the Contractor will be the Maintenance and Janitorial Services of all HAPGC- owned properties in compliance with the HAPGC policies, the HUD regulations, Federal, State and local laws and codes. The Contractor will also be responsible for complying with specific reporting standards established by HUD under the Public Housing Assessment System ("PHAS"), the Real Estate Assessment Center (REAC), or any similar program.

The Contractor is responsible for having a thorough knowledge of Real Estate Assessment Center (REAC) protocols, building systems, power-operated tools, hand tools and safe application of various chemicals.

The Contractor is also responsible for ensuring that its personnel is sufficiently trained and sufficiently competent to carry out the tasks set forth in the RFP.

CONTRACTOR'S PERSONNEL: The Contractor is responsible for providing a team of competent and skilled personnel that is composed of, at a minimum, the following personnel: *Maintenance Supervisor* (1); *Maintenance Technicians* (5); and *Porters* (4).

Employee Health Requirements: Personnel shall practice good personal hygiene at all times and be free from communicable disease.

SUPERVISION: The Contractor will provide on-site supervision and appropriate training to assure competent performance of the work and the Contractor will make daily routine inspections to ensure that the work is performed as required by the contract. All employees under this contract must be literate and fluent in the English language, because of the necessity to read chemical labels, job instructions and signs, as well as the need for conversing with management personnel and residents.

The Contractor's supervisors must be thoroughly familiar with all phases of the contract work and must possess demonstrated supervisory experience in supervising property maintenance work. The HAPGC will review supervisor's qualifications. Should a supervisor lack the necessary skills, the Contractor must replace him or her within (3) three calendar days with one, who is qualified. Supervisor must be well qualified to operate all equipment under their charge and to train personnel in its operation.

The Contractor shall provide an on-site Project Manager to be physically present a minimum of eight (8) hours per day Monday through Friday, for the performance of the requirements of the PWS. The Project Manager shall be required to have at least five (5) years of supervisory experience and five (5) or more years' experience in the type of work listed in this PWS. The Contractor shall submit a resume for the Project Manager with work experience listed. The Project Manager shall be available for communications work hours and must also be available and "on-call" for emergency situations which may arise during non-regular work hours.

EMPLOYEES: A qualified and competent work force, must be maintained throughout the period of this contract, with the number of trade's specialties as specified in the contract to perform all required services within the hour indicated by the schedule. These workers must be thoroughly instructed by their supervisors as to the required duties and methods of performance. All personnel must receive close and continuing first line supervision. Additionally, all personnel are always to maintain a courteous and respectful attitude toward residents and the public. At no time will there be any soliciting or requesting of gratuities of any type or any social fraternizing with residents. The Contractor will assume full responsibility for theft and any and all damages or claim for damages, for injury to persons, property and equipment, which might result from any services performed under this contract. Contractor's employees are specifically prohibited from signing or acknowledging receipt of deliveries to HAPGC residents.

The Contractor is not allowed to employ illegal aliens to perform any services on the HAPGC's properties. To determine U.S. citizenship, the Contractor must provide evidence that employees have a Birth Certificate, Certificate of Naturalization, Immigration Card, or a special entry permit. The HAPGC will provide to the Contractor a staffing compilation chart for each housing development.

The Contractor must submit a current list of names, addresses, date of birth and social security numbers of all employees who perform work under this contract. In the event that all employees are not hired at the time of contract execution, names will be furnished upon commencement full of implementation. Changes in the employment list will be reported to HAPGC within 24 hours. The list and changes are to be submitted to: *Chrystal Harris, Assistant Property Manager for Public Housing, 9200 Basil Court, Suite 500, Largo, Maryland 20774.*

REMOVAL OF CONTRACTOR'S EMPLOYEES: The Contractor agrees to utilize only experienced responsible and capable people in the performance of the work. The HAPGC will require that the Contractor remove from job sites covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of HAPGC. In addition, HAPGC will require that the Contractor remove from job sites covered by this contract, employees who consume alcoholic beverages, or use or distribute illegal drugs while on the job sites covered by this Contract.

EMPLOYEE IDENTIFICATION AND BUILDING ACCESS: All employees must wear uniforms that bear their company's name/logo. Uniforms are to be approved by HAPGC. Uniforms must be clean without stain or tear. Identification badges must be furnished by the Contractor and worn by all contract employees while on HAPGC's premises. The badge will bear the employee's photograph, name, and identification number.

Access to each building will be as approved by HAPGC. The HAPGC will designate areas that are restricted to the Contractor.

All doors must be locked upon completion of cleaning and the alarm system reset by Contractor's employees.

Entry into residential dwelling units is prohibited unless authorized by an HAPGC employee. Furthermore, entry into residential dwelling units is prohibited unless mandated by an assigned Work Order Form. Maintenance service tickets are required left at residential dwellings units upon completion of services by the technician.

Only authorized Contractor employees are allowed on the premises of the HAPGC buildings. Contractor's employees are not to be accompanied to work by acquaintances, family members, assistants or any other person unless said person is an authorized Contractor employee.

EMPLOYEE BACKGROUND INVESTIGATIONS: The Contractor will be responsible for obtaining criminal background checks and testing for controlled substance use for all employees assigned to work under this contract. At the expense of the Contractor, criminal background checks and drug testing will be conducted by an authorized screening agency prior to any employee commencing work. Contractor must provide names of companies that will be used for providing criminal background and drug screenings.

The Contractor must certify to HAPGC that workers have passed a criminal background and drug screening investigation. Notice will be provided to the

HAPGC in advance of the employee's commencement of work. Employees that are not acceptable under this contract include, but not limited to the following:

- Convicted of a felony;
- Convicted of a criminal misdemeanor involving crimes of moral turpitude, but not including traffic or parking violations;
- Under current criminal investigation or pending trial involving criminal activity, with any outstanding warrants (excluding traffic and parking violations);
- On parole or probation;
- Convicted of sexual assault or offenses, and
- Enrolled in a court ordered drug maintenance or rehabilitation program.

The HAPGC reserves the right to waive, on a case-by-case basis.

BUILDING SECURITY: Keys will be furnished to the Contractor for access at time of assignment. The Contractor will be responsible for safe keeping of all keys in their custody. Any lost keys will be reported immediately to HAPGC. The Contractor will be charged for the replacement of any lost keys, at cost.

If the security of an area where a key is lost necessitates replacement of lock cylinders, locks or any other hardware, the Contractor will pay the cost of such replacement and re-keying. If any keys issued to the Contractor during the term of the contract are not returned when required by the HAPGC, replacement keys or hardware replacement will be deducted from payment due to the Contractor.

KEY CONTROL: The Contractor shall establish and implement a procedure for ensuring that all keys and lock combinations issued to its personnel by the HAPGC are not lost or misplaced and are not used by unauthorized persons.

All keys and combinations required for satisfactory accomplishment of tasks described in this SOW will be furnished by the Regional Property Manager. Keys issued to the Contractor shall not be duplicated and combinations shall not be disseminated beyond a "need to use" basis among Contractor employees.

The Contractor shall report loss of a key or compromise of a combination immediately to the Regional Property Manager. Keys lost by the Contractor will be replaced by the HAPGC, or at the Regional Property Manager's discretion, locks may be replaced to reestablish security; the direct cost of which will be charged to the Contractor. Cost of replacing combination locks resulting from Contractor-caused compromise of combination shall also be assessed against the Contractor.

SIGN IN and SIGN OUT: The Contractor shall require all employees to sign in on arrival for work and sign out when departing work. Each employee shall sign himself in and out.

UNIFORMS and CONTRACTOR PROVIDED IDENTIFICATION: The Contractor shall provide, and require all employees to wear, distinctive uniform clothing for ready identification, and insure that every employee is in uniform no later than the time specified by the Contracting

Officer Representative or otherwise, no later than ten working days from the date a new employee starts work. Male employees shall wear uniforms consisting of shirts and trousers, coveralls, or smocks; female employees shall wear dresses, skirts, and blouses, slacks, or smocks. The uniform shall have the Contractor's name, easily identifiable, affixed thereon in a permanent or semi-permanent manner such as a badge or monogram. Each Contractor employee shall wear a name badge, prominently displayed, which shall include the person's name and the words: "Maintenance Services" / "Janitorial Services."

The color and style of uniforms shall be the same for all employees and shall be subject to approval by the Contracting Officer Representative. The proposed uniform and badge, and any variations desired, shall be submitted to the Contracting Officer Representative for review and approval. At all times uniforms shall be neat, clean, and free of wrinkles, holes, tears, frayed edges, spots, and stains. Faded, frayed, or obviously repaired uniforms, or uniforms in need of repair, shall not be used. All contract personnel shall present a neat, clean, and suitably dressed appearance at all times.

DAMAGES CAUSED by the CONTRACTOR The Contractor shall be held accountable and liable to HAPGC for any damages to HAPGC facilities, fixtures, furnishings, equipment, or grounds caused by the Contractor or its employees. The Contractor shall be responsible for damages caused by use of improper mechanical practices or cleaning products.

EMERGENCY WORK: The Contractor shall respond to emergency calls occurring during and after the contractor's regular work hours, including evenings, weekends, and holidays.

In the event of an emergency such as a flood, fire, etc., the Contracting Officer Representative or delegate will request the Contractor to reassign regular scheduled employees, and when necessary, to retain them after their tour of duty or call in additional personnel to clean the damaged area(s). The Contractor shall inform the Contracting Officer Representative of services not performed due to reassigning a regular scheduled employee(s) to an emergency work request. The Contractor shall bill the Government separately for emergency work performed by a retained or call-in employee(s). The statement must list the date the additional service was rendered, the number of hours worked by each employee, and the name of the Contracting Officer Representative's representative requesting the emergency work.

The Contractor must provide names and telephone numbers of supervisory staff that will be responsible for "Emergency Calls" to the HAPGC Contracting Officer (CO) or Designee.

The Contractor shall, not later than 15 calendar days before the first day of full performance of the contract, provide the HAPGC with telephone numbers which the HAPGC may use at any time to directly contact the Contractor, the Project Manager and alternate(s). The Contractor shall immediately notify the HAPGC of any change in these numbers.

Emergency call response time during normal duty hours shall not exceed 30 minutes, and emergency call response time during off-duty hours including nights, weekends, and holidays shall not exceed two hours.

ALARMS AND SECURITY: Where an area to be serviced is equipped with an intrusion alarm, the Contractor will be responsible for disarming the alarm when their employees enter the area, and for arming the alarm upon leaving. The HAPGC will be responsible for furnishing instructions to the Contractor's supervisory personnel in the correct procedure for each operation. It will be the responsibility of the Contractor to instruct its employees in the complete operation of arming and disarming alarm systems.

SAFETY AND ACCIDENT PREVENTION: The Contractor shall conform to all safety, security and fire prevention regulations and requirements covering the premises in effect at any time during the performance of the contract.

The Contractor agrees to take all reasonable steps to prevent accidents and preserve the life and good health of residents, HAPGC employees, the general public, and Contractor employees, while performing work. The Contractor shall be responsible for instructing workers in appropriate safety measures and shall not permit them to place tools, mops, brooms, machines and other equipment in traffic lanes or other locations in such a manner as to create a safety hazard. The Contractor shall mark areas and display appropriate safety/caution signage. The Contractors shall always practice sound risk management principals.

The Contractor shall have in place at all times, during the term of this contract, a Risk Management Program for all contract employees. Further, the Contractor shall adhere to HAPGC's Risk Management Program.

FIRE PROTECTION AND PREVENTION: The Contractor shall comply with all fire protection ordinances adopted by Prince George's County.

The Contractor shall ensure that employees are fully acquainted with procedures for fire protection, prevention, and reporting. It is the responsibility of the Contractor and its supervisory personnel to train and make all employees familiar with the HAPGC's fire protection, prevention, and reporting procedures.

COMMUNICATION SERVICES: The Contractor will provide means of communication acceptable to HAPGC. The Contractor's employees are required to have cellular phones.

ENERGY CONSERVATION: The Contractor must employ energy conservation practices and shall require operations under conditions which shall include, but will not be limited to: turning off lights in unoccupied areas, unless centrally controlled, and keeping windows and doors closed. Report suspicious leaks (water and/or gas) immediately. Monitor temperatures in vacant apartments.

STORAGE SPACE: The use of HAPGC storage facilities by the Contractor will be at the discretion of the Property Manager. The Contractor agrees to maintain storage area(s) in accordance with all applicable fire regulations. No materials or equipment will be stored or temporarily set in rest rooms or other spaces accessible to the public. All floor space at service locations are included unless specifically exempted.

EQUIPMENT: The Contractor and/or Contractor's employees, at their own expense, will provide hand-operated tools and equipment necessary to properly perform this contract.

The Contractor will provide one-ton pick-up truck and have required dump structure and other motor vehicles necessary to properly perform required duties under this contract.

Supplies and materials will be provided by HAPGC. The Contractor shall inform HAPGC of supplies required to complete jobs assigned.

Tools of the trade are required. Included are tools that are small power operated, hand tools, measuring devices, soldering and welding tools. Trade tools are related to Occupational Codes: 11000 General Services and Support Occupations, and 23000 Mechanic and Maintenance and Repair Occupations. Tools required include but are not limited to; general services, maintenance repair such as: electrical, plumbing, carpentry, flooring, painting, masonry and mechanical jobs. Hand tools are the responsibility of the Contractor.

The Contractor shall provide all necessary equipment and personnel required to perform the scope of work within the stipulated time frame(s). Equipment must be in good operating condition at all times. The HAPGC reserves the right to inspect any equipment and tools and to verify its condition and suitability for the job.

The Contractor will keep mechanical rooms, maintenance areas, equipment areas and supply areas in a neat and orderly manner. Area floors are to be kept free of debris, lubricants, other fluids and any offensive odors. All materials, equipment and supplies will be stored in an orderly and safe manner.

All equipment and use of supplies will conform to all governing Federal, State, local and OSHA rules and regulations.

OSHA GUIDELINE COMPLIANCE: Contractor shall comply with OSHA Regulations with respect to handling and labeling of all chemical containers as well as dealing with occupational exposures to blood borne pathogens and other potentially infectious materials.

INSPECTIONS: The Contractor's employees are required to inspect and service all common areas, building interiors and exteriors, and grounds daily for problems. Any problems detected are to be reported immediately to the Site Manager(s) and the Regional Property Manager or Designee. After completion of all work, the Contractor must secure doors, lights and security systems. Contractor's employees are required to accompany the HAPGC to perform periodic dwelling unit inspections using the REAC protocol for inspections.

The Contractor's Maintenance Supervisor will conduct random daily inspections of the building, grounds and service systems under this contract. The Contractor's Maintenance Supervisor and HAPGC's Regional Property Manager will meet daily to assign, discuss, resolve and review maintenance issues and problems. The Contractor's Maintenance Supervisor and Regional Property Manager will conduct Building/System Inspection Reviews of each location, on a monthly basis. The date and time will be mutually agreed upon.

MONTHLY REVIEW: A management representative(s) of the Contractor will attend a quarterly Compliance Review with designated HAPGC staff members. The HAPGC will notify the Contractor of the exact time and place of each meeting.

CONTRACTOR'S RESPONSIBILITIES

The Contractor shall be responsible for the professional quality and technical competency of all services required during performance of this contract until work is completed and accepted. The Contractor shall directly supervise the work assigned through a competent supervisor who is satisfactory to HAPGC and has authority to act on behalf of the Contractor. The Contractor shall be responsible for property maintenance services including but not limited to HUD's Uniform Physical Condition Standard (UPCS) inspectable areas. The Contractor shall be responsible for property maintenance services including but not limited to the following inspectable and service areas: #1 Site, #2 Building Exterior, #3 Building Systems, #4 Common Areas, #5 Dwelling Units, and #6 Health & Safety.

GENERAL BUILDING MAINTENANCE:

- A. Perform minor electrical repairs on items such as appliances, fixtures, switches, outlets, circuits, reverse polarity, etc.;
- B. Perform minor plumbing work, such as fixing leaks, replacing fixtures and P-traps, snaking or unclogging lines, removing debris/clearing stoppages, replacing fittings, replacing aerator or gaskets, repair/solder domestic supply pipes (copper & pvc), etc.;
- C. Perform minor carpentry work, such as fitting doors, freeing windows, replacing cabinet/shelves and repairing flooring (broken/missing VCT or ceramic), replace baseboards;
- D. Repair/Replace, screens, garbage disposals, fixtures, appliances, window blinds, change lock cylinders, cut keys, replace security and passage locks;
- E. Perform minor drywall repairs and interior painting;
- F. Graffiti removal which shall occur within 24-hours (or one business day) of observance of the graffiti;
- G. Properly secure vacant units to prevent unauthorized entry; and
- H. Remove and dispose of personal belongings left by residents as a result of voluntary or involuntary lease termination/eviction or abandonment.
- I. Punch-out units for vacancy turnaround before and after painting to include: unit cleaning, removal of blinds, receptacles, switches and plates, smoke/CO2 detectors, replace HVAC filters, appliance cleaning & restoration. Prepare unit for re-occupancy.

GROUNDS MAINTENANCE:

- A. Service the front-yard common areas of each site not less than two times each week. Always maintain attractive curb-appeal.
- B. Remove litter from common areas; to include trash compactor and enclosure areas, and
- C. Clear vegetation from building envelopes and fences according to REAC protocol.

PREVENTIVE/CYCLICAL SERVICES:

- A. Service/clear (1-story) roof gutters each March and October or more frequently if necessary;
- B. Assist with the coordination of annual and periodic (as needed) extermination services;
- C. Check all water heaters, heating ventilation & air conditioning (HVAC) units and thermostats each spring and fall to coincide with time change and change of seasons; and
- D. Monitor as necessary; vents/connections for washing machines/dryers in laundry facilities to prevent accidental release of fumes and eliminate any fire hazard.

WORK ORDERS:

- A. Respond to and resolve any life-safety situation within two (2) hours of receipt of call or sooner depending on the circumstances;
- B. Respond to and correct or stabilize a non-critical situation within 48 hours; and
- C. Complete the repair as soon as reasonably possible but no more than five (5) working days from receipt of the service request.

ADMINISTRATIVE REQUIREMENTS:

- A. Provide a toll-free phone number that residents can call to request emergency maintenance services between 5 pm and 8:30 am; (365 days per year);
- B. Maintain certified payroll reports;
- C. Provide an "On Call" attendant that must respond to all emergency calls within a reasonable time frame, which will be established by the HAPGC; and
- D. All after hour calls must be recorded on an On Call Work Order form. The resident should receive a copy of the form and sign it.

SERVICE REQUESTS OF RESIDENTS: The Contractor shall maintain business-like relations while carrying out service requests of residents. Each resident should be given a service request number when the request is made and a copy of the service request ticket when the work is complete. The resident should sign the service request acknowledging completion of the work.

CONTRACTOR'S STATUS: It is understood that the Contractor is an independent contractor and is not to be considered an employee of HAPGC, or assume any right, privilege or duties of an employee, and will save harmless HAPGC and its employees from claims, lawsuits, actions and costs of every description resulting from the Contractor's activities on behalf of HAPGC in connection with this Contract.

3.3 HOLIDAYS, VACATION AND SICK DAYS

Except for emergencies, contract services will not be required on the holidays listed below:

New Year's Day	Independence Day
Martin Luther King's Birthday	Labor Day
President's Day	Thanksgiving Day & the day after
Memorial Day	Christmas Day

Columbus Day

Veteran Day

The Contractor will ensure that all high-rise building trash compactors are inspected and that trash is pulled during regular (normal) HAPGC working hours are from 8:30am to 5:00pm, Mondays through Fridays. However, during extended holidays/weekend non-work periods, Contractor employees may be required to pull trash dumpsters as directed by the Regional Property Manager.

The Contractor shall be available for response 24 hours a day, seven days a week, regarding any problem, complaint or emergency experienced by HAPGC including holidays.

Except in cases of emergencies, leave must be submitted to HAPGC two weeks in advance and the contractor must ensure adequate and competent coverage during the vacation of an employee assigned to HAPGC.

3.4 ASSIGNMENT OF CONTRACT:

It is mutually understood and agreed that the Contractor shall not assign, transfer, convey or otherwise dispose of its right, title or interest in the Contract, or its power to execute any of the contract documents, to any other person, firm or corporation, without the prior written consent of HAPGC, but in no case shall such consent relieve the Contractor from the obligations, or change the terms of the Contract. The HAPGC may undertake or award other contracts for additional work at or near the site(s) of the work under this Contract. The Contractor will fully cooperate with the other contractors of HAPGC and HUD employees and will carefully adapt scheduling and performing the work under this Contract to accommodate the additional work, heeding any direction that may be provided by HAPGC. The Contractor will not commit or permit any act that will interfere with the performance of work by any other contractor or HAPGC employee.

3.5 PROJECT COORDINATOR

The HAPGC will designate a Project Coordinator who shall be the liaison between HAPGC and the Contractor during the term of the Contract and who shall be responsible for overseeing the successful and harmonious completion of the Contract. Concurrent with the execution of this Contract, HAPGC shall designate to the Contractor the name of the Project Coordinator. The HAPGC reserves the right to change the Project Coordinator and shall give the Contractor prompt notice of any changes in the Contracting Officer pursuant to the "Notices" clause of this Contract.

3.6 **NOTICES:**

All notices or other communications required or permitted hereunder shall be in writing and either delivered by hand or by courier, or deposited in the United States Postal Service, postage prepaid certified or registered with return receipt requested and addressed as follows:

ATTN: Crystal Harris, Asst. Property Mgr.
Housing Authority of Prince George's County
9200 Basil Court, Suite 500
Largo, MD 20774

3.7 **PUBLIC HOUSING PROPERTIES - OWNED, PARTNERED AND ASSISTED RENTAL HOUSING**

Sites & Phone Numbers	Address	Unit Count & Styles
1100 Owens Road (301) 839-9311	1100 Owens Road Oxon Hill, MD 207455	123 7-story high-rise with basement
Marlborough Towne (301) 568-1687	1801-1949 Tanow Place District Heights, MD 20743	63 Townhouses
Kimberly Gardens (301) 490-2488	9146-9246 Cherry Lane Laurel, MD 20708	50 Townhouses
Cottage City Towers (301) 927-3033	4142 Bunker Hill Road Cottage City, MD	100 6-story high-rise
Rollingcrest Village (301) 559-5916	5631-5675 Sargent Rd. Hyattsville, MD 20782	22 Row-houses
Rollingcrest Village (301) 559-5916	1376-1410 Chillum Rd. Chillum, MD 20782	18 Row-houses
Coral Gardens Court (301) 568-1687	1301-1333 Coral Gardens Court Capitol Heights, MD	16 Townhouses
1207 Marcy Avenue (301) 839-9311	1207 Marcy Avenue Oxon Hill, MD 20745	1 One Townhouse
Ardwick-Ardmore (301) 927-3033	10030-10032 Ardwick-Ardmore Road Springdale, MD 20744	2 Single-Family Houses
Sites & Phone Numbers	Address	Unit Count & Styles

Palmer Park (301) 927-3033	1905 Palmer Park Road Palmer Park, MD 20785	1 One Duplex Unit
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3.8 **SCOPE OF WORK**

The Contractor is required to follow a comprehensive and systematic approach to maintenance and janitorial activities in carrying out the duties of this Contract. The HAPGC is responsible for data input, assignments, schedules, distributions and closeouts of all work orders. The following work order priority system used by HAPGC shall be followed by the Contractor. The HAPGC has an automated work order system that ranks work into four service categories. These categories include the following: #1 Emergency, #2 Vacancy Preparation, #3 Routine Maintenance, and #4 Preventative Maintenance.

Service Categories

Priority 1: Emergency

Response Time: Immediately (Repair or Abate within 24 hours)

Completion Time: Repair or Abate within 24 hours; not to exceed 2 business days. (Unless delayed by circumstances beyond the Contractor's Control).

Scope: Response to emergencies is the highest priority of all maintenance related work items. An emergency is defined as a situation that poses serious a health or life- threatening situation to residents, staff and the general public and/or an existing condition that will cause serious structural or systems damage to property if not addressed within 24 hours.

The Contractor shall respond to emergency calls occurring during and after the contractor's regular hours, including evenings, weekends, and holidays. Emergencies will fall into one of two categories – those happening during the regular workday or those that occur after hours or on weekends or holidays.

Typical examples of emergency request services include, but are not limited to:

1. Fires
2. Mandated PGCFD "Fire Watch" Detail
3. Gas Leaks
4. Dwelling Unit Power Failures
5. Flooding
6. Sewer Backups
7. Toilet Overflow Flooding
8. Accumulated Snow/Ice
9. Broken windows or window locks
10. People Trapped in Elevators
11. Apartment entry doors that will not lock Broken glass in entrances, halls or stairways

12. No heat or air conditioning (under certain seasonal circumstances)
13. Lockouts
14. Wellness Checks

“ON CALL” ATTENDANT REQUIREMENTS

The Contractor is required to provide Emergency Stand-by/On-call staff three hundred sixty-five (365) days a year and twenty-four (24) hours per day in order to respond to emergency situations; during non-business hours (nights, weekends and holidays).

The “On Call” attendant must respond to all emergency calls within a reasonable time frame, which will be established by the Authority. Use of alcohol and other controlled substances is prohibited during the “on call” period.

The Contractor must provide HAPGC and Answering Service Agency with a monthly “Emergency Response Service Directory” that names “on call” employees assigned to handle the abatement of emergencies during non-business hours (nights, weekends and holidays).

In the event the on-call employee is unable to abate the emergency he/she should notify the Contractor’s Maintenance Supervisor for assistance. If the Contractor’s Maintenance Supervisor is unable to carry out remediation, the Supervisor should contact the Regional Property Manager who will make determination of procuring other contract services.

After hour emergency service calls must be recorded on “On Call” Work Order forms.

Priority 2: Vacancy Preparation

Response Time: Within 24 hours of becoming vacant:

Completion Time: Punch out of unit; not to exceed 2 business and restoration not to exceed additional 3 business days after completion of painting and re-flooring by other contractors.

Scope: Response to vacancies is a high priority and time sensitive maintenance and janitorial services related work item. Vacancy turnaround is a Public Housing Assessment Sub-Systems (PHAS) indicator.

Vacancies will fall into one of two categories – routine and extra ordinary.

Typical examples of vacancy turnaround service as directed by the Property Manager include, but are not limited to:

1. Change Entry Locks
2. Remove Electrical Switches and Plates
3. Remove Electrical Outlets and Plates
4. General Unit Cleaning, Disinfecting, and Sanitizing
5. Clean/Replace Appliances
6. Clean Windows, Doors and Tracks
7. Repair/Adjust Cabinetries, Clean, Polish/Vanish
8. Check/Repair Leaks

9. Change Garbage Disposals, Kitchen & Bathroom Fixtures
10. Change Light Fixtures
11. Install Interior Doors, Molding, and Lock Sets
12. Repair/Clean HVAC, T-Stats (under certain circumstances)
13. Clean, Strip, Patch, & Wax Flooring

The sequence of make-ready procedures is as follows:

1. HAPGC notifies the Contractor of a tentative move-out date.
2. The HAPGC will schedule any vacancy prep work needed.
3. HAPGC conducts a move-out inspection within 24 hours after move out.
4. Contractor is to change the locks immediately upon move out and secure unit.
5. Contractor is to check all keys relevant to the apartment, storage, closets, sheds, gates, mailboxes, etc. to ensure that all keys work properly.
6. Contractor is required to check, clean, and repair items on the interior. Work determined outside the Contractor's expertise should be communicated to the Property Manager immediately.
7. Contractor is required to check and repair items on the exterior of the apartment storage sheds, fences and gates, entry doors, mailboxes, porch lights, gutters, etc.
8. The Contractor completes the make-ready process, informs HAPGC of the make ready status and date, and prepares for a final inspection of the apartment by HAPGC.
9. The Contractor is responsible for performing periodic vacant unit touch-ups as required to ensure that any unoccupied unit remains clean, fresh and free of dust.
10. The HAPGC conducts a move-in inspection and certifies that the make ready work is completed and meets UPCS/REAC protocol, and the unit is ready for move-in.

Priority 3: Routine Maintenance

Response Time: Not to exceed 3 business days (unless delayed by circumstances beyond the Contractor's control)

Completion Time: Repair or abate within 24 hours; not to exceed 2 business days. (Unless delayed by circumstances beyond the Contractor's Control).

Scope: The Contractor is designated to perform all routine and daily maintenance tasks. These would include routine work request (work initiated by residents). Most, if not all of this work would be requested, prioritized, scheduled, and performed through the work order system by HAPGC.

Routine maintenance tasks are repetitive in nature; daily; weekly, monthly, etc., which must be accomplished on an ongoing basis to ensure that the property is maintained. These are often referred to as "Call-In" maintenance. Maintenance request of this nature can be initiated by residents or management. Routine maintenance is required to keep up a property on a day-to-day basis. *Many of the routine work request are completed by janitorial staff on a daily basis.* There are a number of routine, periodic tasks that must be accomplished by the Contractor.

The Contractor shall cause the buildings, appurtenances, equipment and ground of the rental units to be always maintained and repaired according to standards acceptable to the HAPGC and any applicable insurance standards

Included are eviction and vacancy preparation work.

Routine Services will fall into one of two categories:

- Maintenance; and
- Janitorial

Typical examples of routine maintenance services performed by a qualified technician as directed by the Property Manager include, but are not limited to:

1. Change Entry Locks and cylinders
2. Changer Breakers (up to 30 Amp)
3. Test and Change Electrical Switches and Plates
4. Test and Change Electrical Outlets and Plates
5. Repair/Replace Appliances, parts, elements, and gaskets
6. Repair Window Screens
7. Repair/Adjust Cabinetries
8. Check/Repair Water and/or Gas Leaks
9. Make Plumbing Repairs to PVC Piping (up to 3 inch)
10. Make Plumbing Repairs to Coper Piping (up to ¾ inch)
11. Repair/Change Garbage Disposals, Kitchen & Bathroom Fixtures
12. Remove and Install Bathroom Vanities
13. Change Light Fixtures, Bulbs, Globes, and Ballasts
14. Install Interior Doors, Molding, and Lock Sets
15. Install Shelves, Rods, and Knobs
16. Replace/Install Window Dressing and Components
17. Repair/Clean HVAC, T-Stats (under certain circumstances)
18. Install HVAC Filters
19. Install Electric Water Heaters
20. Check/Replace Audible Alarms and Visual Devices (Smoke/CO2 and Exit Sign
21. Patch Broken/Missing Flooring (VCT, Ceramic, etc.), and Repair Sub-Flooring (under certain circumstances)
22. Replace Drywall or Other Ceiling and Wall Materials as Directed by HAPGC Prior to Touch-up Painting
23. Touch-up and Restore Finishes where Drywall is Replaced or Patched
24. Repair/Install Banister Handrails,
25. Repair/Install Commodes, Fluid-Maters, Bathroom Toiletries, and Exhaust Fans
26. Repair/Replace Shower and Tub Diverters
27. Snake drill up to 50 feet of cable with K50 and/or 1500 machine
28. Upgrade Energy Conservation
29. Contractor's Project Manager Perform System Diagnosis Prior to Contacting Outside Contractors; and
30. Maintain Logs on Large Systems (ie. boilers, chillers, and generators)
31. Conduct PHA-wide snow removal and ice control program.

32. Prepare Unit(s) for Vacancy Turnaround (Re-Occupancy)

Routine task to be delivered by the Contractor on a schedule to be established by HAPGC.

Typical routine janitorial service examples to be performed as directed include, but are not limited to:

1. Pick up/pull trash and debris throughout the community
2. Clean up the common area paths, with special attention given to the entrances during inclement weather.
3. Check common area doors and closures for proper function.
4. Clean outside landings of dirt, mud, grass and stains.
5. Clean building entrances thoroughly.
6. Clean entrance doors and windows of smudges, soil, stains and dust, inside and out.
7. Clean doormats.
8. Thoroughly dust all mounted items; mailboxes, bulletin boards, fire extinguisher cabinets, window frames and sills, baseboards, stair railings, hanging and wall mounted light fixtures, apartment door frames and trim, wall-mounted trim, outlets and switch plates and all exposed pipes and conduit lines.
9. Clean common hallways and laundry rooms thoroughly.
10. Clean upper hallways, laundry room and storage area windows.
11. Remove spider webs and dead bugs from corners and ceilings, windowsills and light fixtures.
12. Remove any unclaimed articles and vacuum behind laundry room washers, dryers and hot water tanks.
13. Clean tops and lids of washers and the lint trays in dryers and wipe down washers and dryers with glass cleaner on the outside.
14. Damp mop laundry and storage area floors.
15. Check the operation of sump pumps and clean elevator pits.
16. Patch and paint holes, cracks and excessive damage to common area walls.
17. Re-affix or spot patch walls where wall covering is damaged or loose.
18. Repair, replace or re-stretch carpet tears, loose seams, edging and baseboards in common areas.
19. Secure loose mounted handrails. Check, clean and repair interior and exterior lighting and fixtures.
20. Check perimeter fencing and access gates.
21. Remove or spot paint wall surface scuffmarks, soiled areas and stains. Repair ceilings and walls if there is water damage.
22. Check meter/mechanical rooms for obstructions around meters, circuit breaker boxes and hot water tanks. Maintain a three-foot clearance at all times.
23. Clean and vacuum the meter/mechanical rooms.
24. Clear floor drains of obstructions.
25. Strip, clean and re-wax entry hall floors.
26. Wipe down hanging fixtures, hot water heaters, apartment doors, doorframes and trim.
27. Wash painted enamel surfaces, such as trim and railings with cleaning solution. Shampoo all carpeting throughout building entrances,

28. Wipe down stairways and hallways.
29. Clean public restrooms to include floors, sinks, toilets and urinals. Fills soap dispensers; paper towels holders, toilet tissue dispensers and empty trash receptacles.
30. Inspect interior and exterior for graffiti.
31. Remove litter.
32. Inspect and maintain fencing, benches, playgrounds and playground equipment.
33. Spot and remove growth from walls, fences or other parts of the HAPGCs property
34. Conduct PHA-wide snow removal and ice control program.
35. Prepare Unit(s) for Vacancy Turnaround (Re-Occupancy)

Priority 4: Planned / Preventive Maintenance

Response Time: Within 72 hours of being scheduled by HAPGC.

Completion Time: Work is performed based on a schedule that is consistent with the plan prepared by HAPGC. The Contractor will perform all maintenance tasks as identified and scheduled on a daily, weekly, monthly, quarterly, semi-annual, annual or seasonal frequency.

Scope: Preventive Maintenance (PM) is a planned program to ensure proper functioning and sustainability of the property, equipment, and physical facilities. Work is performed based on a schedule consistent with the plan prepared by HAPGC. PM is scheduled/planned work that is scheduled months in advance so that sufficient time is allowed for other maintenance work to be completed without interference.

This category of work includes all tasks which must be performed on a regular basis to confirm the condition of the property, physical facilities, and prepare for future maintenance needs. Findings/Deficiencies observed by HAPGC and/or Contractor's technician will be written on a Work Order Form and will be assigned, scheduled and performed as prescribed.

This category of work includes all tasks that must be performed on a regular basis to maintain the condition of the property and physical facilities.

Contractor shall be responsible for readings, inspections and maintaining logs for Preventative Maintenance Services.

Work in this service category can be divided in one of two groups;

(1) Preventive Maintenance, and (2) Scheduled Routine Programs.

Preventive Maintenance Program

- Living Unit Inspections
- Building Grounds Inspection
- Service Systems Inspection

Living Unit Inspections

Contractors will accompany HAPGC Property Managers to conduct inspections for vacancies at move-out, and for occupied units at least once a year using REAC unit protocol. Work is performed based on a schedule that is determined by HAPGC. Typical examples of work created during a Living Unit Inspections are illustrated but are not limited to items identified under Routine Maintenance Services.

HUD requires annual inspections of all units, but every effort should be made to keep the place of inspections such that Contractor staff can perform any repair work identified within 2 weeks of the inspection. Every living unit inspection must result in a written Work Request that serves to document by specific unit number, location within the unit, and the acceptability of each component of the unit. Each Work Order must be signed by the Resident and Maintenance Technician.

Building Grounds Inspections

The Contractor will maintain building exterior and grounds areas in such a manner that all areas of the development outside the actual living units are safe clean, attractive and free of debris. The Contractor shall furnish all necessary equipment and personnel to maintain the building and grounds areas using the REAC grounds and building envelope protocol.

The Contractor shall provide the necessary equipment, material and personnel to perform the following daily inspection, Maintenance and Janitorial Services Program to cover the following site elements.

Typical examples of planned maintenance service as directed by the HAPGC include, but are not limited to:

Buildings and Grounds

Building & Grounds Inspection Items	Frequency
a) Basements and crawl spaces	Daily
b) Common entries	Daily
c) Community rooms	Daily
d) Exterior furnishing	Weekly
e) Generators	Weekly
f) Elevators	Daily
g) Fencing, Grounds, Parking Lots	Daily
h) Hallway & Corridors	Daily
i) Laundry facilities	Daily
j) Lobbies	Daily
k) Property sidewalks	Daily
l) Stair towers, incl. handrails & treads	Daily
m) High-rise building roof and exhaust fans	Weekly
n) Boiler rooms	Daily
o) Mechanic shops	Weekly
p) Janitorial shops	Weekly

Service System Inspections

Contractor is to conduct regularly scheduled inspections set by need, manufacturer's recommendations, season, County Property Standards, or as directed by HAPGC. The objective is to regularly monitor and maintain these systems in advance to ensure maximum useful life. The Service Systems Inspection Program covers the following areas of the site.

Service System Inspection Item	Frequency
a) Catch basins	Monthly
b) Compactors & Dumpsters	Daily
c) Condensate pumps	Seasonal
d) Exhaust fans (high-rise building roof)	Weekly
e) Generators	Weekly
f) Heating plant operations & Maintenance	Daily
g) Exit lighted signs	Daily
h) Refuse chute entries and cleaning	Daily
i) Common basements	Daily
j) Common entries	Daily
k) Community rooms	Daily
l) Exterior furnishings	Daily
m) Elevators	Daily
n) Fencing	Weekly

o) Grounds	Daily
p) Hallways and corridors	Daily
q) Laundry facilities	Daily
r) Building lobbies	Daily
s) Management offices	Daily

The Contractor is required for maintain Service Logs that cover time, date, service and any comments.

Key Inspection Elements

The Contractor will be responsible for inspections, services, and repairs related to the HAPGC Preventive Maintenance Program. Key inspection elements include but are not limited to the following:

Daily inspections will include, but not limited to amenities, common areas and boilers. Inspections must be in writing, noting any deficiencies observed.

1. Interior lighting – hallways, common areas, mechanical rooms, electrical rooms, stairways and office areas are to be visually inspected and lamping/ballast replacement as necessary. Includes exit signs.
2. Exterior lighting - all exterior and stairway lights are to be visually inspected and bulbs replaced as necessary (with ladder height up to 14’).
3. Fences Railings and Supports - Inspect
4. Report and treat infestations of household vermin and insects including. but not limited to, roaches, water bugs, beetles, silverfish, crickets, fleas, weevils, mice, rats, cereal bugs and bedbugs.
5. Storm Drains - must be checked and cleared of obstructions as needed, after any rains and during snow run-off.
6. HWH, HVAC filters and individual unit smoke/CO2 detectors quarterly inspections.
7. Alarm Systems - check for audible/visual operation.
8. Mechanical/Meter Facilities
9. Boiler room floors - Vacuum all the areas around floor drains. and the vent ports of the electric motors in order to free them of lint and accumulated dust.
10. Floor drains – Verify operation of all floor drains.
11. Pressure relief valves - Ensure valves are operable and aligned with drains, and that any cracks in the floor around the drain are sealed.
12. Leaks should be repaired.
13. Lighting and all electrical connections - Ensure lighting is adequate lighting and electrical connections are properly installed.
14. Photo Cells/Time Clocks - Check to ensure they are mounted correctly and operating properly. Change at during daylight saving times.
15. Sewer Pipe and Clean Outs - Inspect all clean outs to ensure that all caps are securely in place.
16. Seasonal equipment - are to be performed on seasonal equipment; (but not limited to) roofs, roof drain gutters and air conditioner condenser units.

17. Furnace Heat Exchangers - blow out, clean & check for damage (as needed).
18. Smoke Detectors/CO2 Detectors - Check, vacuum and install new batteries as needed, but less than at least annually.
19. Blower Motors – Clean, lubricate and check for proper operation.
20. Mailboxes – Ensure boxes are secure.
21. Elevators – Ensure features work properly and tracks cleaned.
22. Plumbing - Visually check valves, commodes, drain underneath fixtures, water supply tubing to fixtures, walls, ceilings and floors around pipes fittings for stains and swells. Drain hose bibs and lines and leave bib valves open during months that freezing occurs. Reconnect joints that leak.
23. Water Heater - drain and clean to prevent scaling and lime build-up. Controls, wiring, gas lines and flue should be inspected.
24. HVAC, and gutters and downspouts are to be inspected according to the season.
25. Air Conditioner Condenser Units Cleaned and serviced semi-annually (at the beginning and end of the cooling system).
26. Clear away all debris, clean and straighten fins, clean fan and motor and lubricate.
27. Inspect the insulation.
28. Check pressures and inspects for leaks.
29. At the end of the season, set breaker to the off position, or pull the outside condensing unit disconnect.

SECTION IV: MINIMUM QUALIFICATIONS and PROPOSAL SUBMITTAL

4.1 MINIMUM QUALIFICATIONS

The minimum requirements for the Offeror to provide services related to the Property Maintenance Services are as follows:

- A minimum of five years' experience performing inspections and assessing the physical condition of multifamily housing properties;
- Demonstrated experience in providing similar services to PHAs of similar size and composition within the past three (3) years;
- Knowledge of applicable construction techniques, building codes, and construction practice; and.
- Sufficient equipment and competent personnel to competently and successfully execute the tasks outlined in the scope of work.

4.2 TECHNICAL PROPOSAL FORMAT OUTLINE

- 4.2.1 Transmittal Letter: The proposal shall include a transmittal letter prepared on the Offeror's business stationery. The purpose is to transmit the proposal; therefore, it should be brief. The letter must be signed (in blue ink) by an individual who is authorized to bind the firm to all statements, including services and prices, contained in the proposal.

- 4.2.2 Title Page: The proposal shall begin with a Title Page. It should display the words "RFP No.2021-104 Property Maintenance Services". It should also have the name of the company, and name of point of contact, title, business address and telephone number of the person authorized to obligate the company.
- 4.2.3 Table of Contents: The proposal should contain a "TABLE OF CONTENTS" with page numbers indicated.
- 4.2.4 Proposal Section: The Offeror shall present their offer on double spaced typed pages. The Offeror must address each of the areas covered under the evaluation criteria in the order as provided below:

Tab 1: Summary of proposal contents and Executive Summary

Tab 2: Evidence that the Offeror meets the minimum qualifications. The Offeror is encouraged to submit relevant and concise information regarding their experience and qualifications to perform the services that is the subject of this solicitation. Names and qualification of staff persons that will be responsible for providing services to the HAPGC and identify the staff person and organization contact that will be the primary contacts. Provide a resume for each staff person, who will be working/assigned to this project.

Tab 3: A list of clients for whom the Offeror has performed property maintenance services in the past five years

Tab 4: A minimum of 3 Public Housing references where the Offeror has provided property maintenance services

Tab 5: Names and qualification of staff persons that will be responsible for providing services to HAPGC and identify the staff person and organization contact that will be the primary contacts. Provide a resume for each staff person who will be working on the project.

Tab 6: Plan for meeting the Section 3 requirements

Tab 7: Plan for meeting the M/WBE and Local Business requirements

Tab 8: Audited Financial Statement. The Offeror shall provide the most recent audited annual financial report.

- 4.2.5 Affidavits. Certifications. And Affirmation: The Offeror is required to submit with the proposal certain certifications, affirmations and affidavits. All Offerors must complete these forms.

4.3 **COST PROPOSAL**

The Cost Proposal is to be clearly marked and submitted in an envelope separate from the Technical Proposal. It must contain complete cost information. It will be evaluated upon completion of the Technical Proposal Evaluation. Cost will not be the sole determining factor for award; however, price will be taken into consideration.

Additionally, Cost proposals shall be in accordance with attached Exhibit Wage Determination No. 2015-4281, Rev 13.

SECTION V EVALUATION AND SELECTION

5.1 **SELECTION PROCESS**

A Contract will be awarded to the firm whose Technical Proposal best meets HAPGCs requirements at the time of award, and whose fee structure is in the best interest of HAPGC. The procurement will be conducted in accordance with HAPGCs Procurement Policy.

5.2 **PROPOSAL ADVISORY COMMITTEE**

The HAPGC will appoint an Evaluation Team (Committee) to evaluate proposals received. The Committee will evaluate all proposals received by the closing deadline. The Committee may request additional technical assistance from any source within the HAPGC or Prince George's County Government.

5.3 **QUALIFYING PROPOSALS**

The Committee shall first review each Technical Proposal for compliance with the mandatory requirements of this RFP. Failure to comply with any requirements of this procurement may disqualify an Offeror's Technical Proposal. The HAPGC reserves the right to waive a requirement and/or minor irregularities when it is in HAPGCs best interest to do so.

5.4 **TWO VOLUME SUBMISSION**

The selection procedure for this procurement requires that evaluation of the Technical Proposal be conducted before the Cost Proposal is distributed to the Committee. Consequently, each proposal must be submitted as two separately sealed envelopes. Failure to comply may constitute disqualification of an Offeror's proposal. Proposals will not be opened publicly.

5.5 **TECHNICAL EVALUATION CRITERIA**

After determining compliance with the requirements of this RFP, the Committee shall conduct its evaluation of the technical and cost merit of the proposals. Each proposal received as a result of this RFP shall be subject to the same review and evaluation process. Proposals will be evaluated using a weighted value system. The Committee will use the following criteria in preparing its evaluation of Technical Proposals from qualifying Offeror's:

Item	Criteria	% Weight
1	Demonstrated successful experience in providing Property Maintenance and Janitorial services for scattered site- family site housing.	35
2	Capability and experience of key personnel and staff to be assigned to this project	25
3	Firm's ability to demonstrate operations convenience to the HAPGC	15
4	Quality and strength of management reporting and systems	15
5	Strength of firm's Minority Business Enterprise, Women- Owned Enterprise, policies, practices, and	5
6	Strength of firm's Section 3 Employment policies, practices, and plans	5
	Total Points	100

Technical merit will be given greater consideration than cost.

5.6 **MINORITY BUSINESS PARTICIPATION EVALUATION**

The Minority Business Enterprise (MBE) Participation Factors will constitute 5% of the final score or ranking.

If a certified minority business proposes to subcontract 50% or more of the work to non-certified firms, the business enterprise shall not be considered a MBE with respect to this particular solicitation.

Non-minority businesses which utilize certified MBE's as partners or subcontractors are eligible to receive up to 5% of the total evaluation points. In order to be considered for such points, the proposal must indicate that certification of MBE status has been made by the County prior to the submission of the proposal. To receive points based on utilization of certified MBE subcontractors, each proposal must include a utilization plan which identifies the participating MBE, the portion of the scope of services to be performed by the MBE, and the value or amount to be paid for such work.

The Offeror may demonstrate MBE participation by:

1. Providing a copy of its current MBE certification letter, if the Offeror is MBE certified by the Prince George's County Office of Central Services.
2. Currently certified with the Maryland Department of Transportation or the Washington Metropolitan Area Transit Authority.
3. Completing the MBE Utilization Plan and identifying planned subcontracting with one or more MBEs. This section applies to Non-MBE Offerors.
4. Submitting a joint venture contract between a non-MBE firm and MBE firm, where the Offeror is a purported joint venture arrangement.
5. The Contract shall detail the partner's capital contribution, financial and management responsibilities, percentage of profit sharing as well as amount of work performed by each firm.

5.7 **FINAL RANKING AND SELECTION**

The evaluation criteria contained herein shall be scored by the Committee based upon the stated weight factors for each category. The Committee will make recommendations for award of the Contract to the responsible Offeror whose proposal is determined to be most beneficial to HAPGC considering technical and cost factors set forth in the RFP.

Based on the Committee's initial review of proposals, HAPGC may invite, without cost to itself, ranking finalists to make a presentation of their proposal and their capabilities as an additional consideration in the selection process. HAPGC reserves the right to make an award with or without negotiations or to request best and final offers. Only those Offerors who are deemed to be reasonably accepted for selection of award shall be offered the opportunity to participate in this process.

5.8 **PROPOSALS OWNERSHIP**

All proposals submitted in response to this RFP become the property of HAPGC and may be appended to any formal documentation, which would further define or expand the contractual relationship between HAPGC and the successful Contractor.

SECTION VI: ATTACHMENT(S) - EXHIBIT(S) TO FOLLOW:

EXHIBIT 1 – DOCUMENTS CHECKLIST

DOCUMENTS CHECKLIST

All documents, including this Checklist, must be completed in full and submitted within the one (1) original bound copy, three (3) bound copies and on the one (1) USB, in the requested order, or the package may be considered as a non-responsive submittal.

<u>Initial If</u> <u>Included</u>	<u>Documents Included in Proposal(s)</u>
_____	Documents Checklist
_____	Acknowledgement of Receipt of Addendum/Addenda, if applicable
_____	Form HUD 5369-C
_____	Non- Collusive Affidavit
_____	Insurance Certificate
_____	W-9
_____	Qualifications Statement Form
_____	Firm Profile Form
_____	Section 3 Form, as applicable

I understand that failure to submit all these items may cause my submittal to be considered non-responsive.

Name _____

Title _____

Company _____

EXHIBIT 2 - HUD FORMS

- a) Instructions to Offerors Non-Construction (HUD-5369-B)
- b) Certifications and Representations of Offerors – Non Construction (HUD 5369-C)
- c) General Conditions for Non-Construction Contracts (HUD-5370-C)

Instructions to Offerors Non-Construction

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an Invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counter offer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

Please note that additional conditions, specifications and instructions pertaining to this RFP are contained within the RFP document issued.

Certifications and Representations of Offerors

Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes 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.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

- (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.

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

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

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror 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 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small 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 enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned 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)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror'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 not 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/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror'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/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (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 a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of 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 HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp.

3/31/2020)

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

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$105,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$150,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$150,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$150,000

1. Definitions

The following definitions are applicable to this contract:

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

2. Changes

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

proposal submitted before final payment of the contract.

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

3. Termination for Convenience and Default

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

4. Examination and Retention of Contractor's Records

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

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

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

6. Energy Efficiency

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

7. Disputes

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

8. Contract Termination; Debarment

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

9. Assignment of Contract

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

10. Certificate and Release

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

11. Organizational Conflicts of Interest

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

12. Inspection and Acceptance

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

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

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

13. Interest of Members of Congress

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

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

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

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

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

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

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

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

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

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

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

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

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

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

(2) Professional and technical services.

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

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

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

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

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

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

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

(iii) Selling activities by independent sales representatives.

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

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

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

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

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

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

16. Equal Employment Opportunity

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

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

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

17. Dissemination or Disclosure of Information

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

18. Contractor's Status

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

19. Other Contractors

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

20. Liens

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

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

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

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

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

22. Procurement of Recovered Materials

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

EXHIBIT 3 - SUBMISSION FORMS

- a) Non-Collusive Affidavit
- b) Sample Certificate of Insurance
- c) W-9
- d) Qualifications Statement Form
- e) Firm Profile Form
- f) Section 3 Form

FORM OF NON-COLLUSIVE AFFIDAVIT
(PRIME BIDDER)

State of _____

County _____, being first duly sworn, deposes and says:

That he/she is _____, the party making the foregoing proposal or bid, and attests to the following:

- (1) That affiant employed no person, confirmation, firm, association, or other organization, either directly or indirectly, to secure the public contract under which he received payment, other than persons regularly employed by the Affiant whose services in connection with the construction of the public building or project in securing the public contract were in the regular course of their duties for Affiant; and
- (2) That no part of the contract price received by Affiant was paid to any person, corporation, firm, association or other organization for soliciting the contract, other than the payment of their normal compensation to persons regularly employed by the Affiant whose services in connection with the construction of the public building or project were in the regular course of their duties for Affiant.
- (3) That such proposal or bid is genuine and not collusive or sham; 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 try 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, or to fix any overhead, profit, or cost element of said bid price, or of that of any other Bidder, or to secure any advantage against the Housing Authority or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature*

*Bidder if the Bidder is an individual; all partners if Bidder is a partnership; officer if the Bidder is a corporation.

SUBSCRIBED AND SWORN TO before me, this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____, 20_____

ACORD™		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YY)	
THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.				Date the Certificate is issued	
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).					
PRODUCER <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> <div style="background-color: black; color: white; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">1</div> This block identifies the Agent or Broker and their address. </div>		<div style="background-color: black; color: white; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">2</div> This block may include contact information for the broker / agency. It's often helpful to contact the broker directly for clarification, revision requests or renewal certificates. Some agencies will only communicate with their insureds and do not allow or respond to 3 rd requests.			
INSURED <div style="background-color: black; color: white; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">4</div> The Insured is Vendor, Contractor or lessee (the policy holder).		<div style="background-color: black; color: white; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">3</div> INSURER(S) AFFORDING COVERAGE The insurance company will be identified here. The insurer letter appears again in the left-hand margin near the center of the page (*3) to show which insurer provides which type of coverage.			
COVERAGES THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.					
INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
*3	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT				EACH OCCURRENCE \$ FIRE DAMAGE (Any one fire) \$ MED EXPENSE (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS-COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY-EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC AGG \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE \$ \$ \$ WC STATUTORY LIMITS OTH-ER
*3	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
*3	OTHER				
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS <div style="background-color: black; color: white; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">7</div> Prince Geoges County Housing is endorsed as additional insured on the general and auto liability policies on a primary and non-contributory basis.					
CERTIFICATE HOLDER <div style="background-color: black; color: white; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">8</div> <div style="border: 1px solid black; padding: 10px; margin-top: 10px;"> [Firm Name] [Address] ATTN: PM contact or Procurement Team </div>		CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <div style="background-color: black; color: white; width: 30px; height: 30px; display: flex; align-items: center; justify-content: center; margin-bottom: 5px;">9</div> Must be signed by an authorized representative of the brokerage agency.			

Form

W-9
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
6 City, state, and ZIP code	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
-				-					
or									
Employer identification number									
-									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Exhibit 3

Qualification Statement Form

Exhibit 3

FORM OF QUALIFICATION STATEMENT

Instructions: The items listed below must be completed and included in the Qualification Statement unless otherwise specifically noted. Please complete this form by marking X, where provided, to indicate that the referenced information has been included. Also, complete the Section 3 Statement and the Proposer's Statement as indicated below:

X = Item Included	SUBMITTAL ITEMS (three (3) copies of each Qualification Statement , including one with original
	Tab 1 Summary of Proposal Contents and Executive Summary
	Tab 2 Evidence of Minimum Qualification
	Tab 3 List of Clients where Offeror performed Property Maintenance Services
	Tab 4 Public Housing References
	Tab 5 Evidence of Staff Qualifications
	Tab 6 Plan for Meeting Section 3 Requirements
	Tab 7 Plan for Meeting M/WBE and Local Business Requirements
	Tab 8 Audited Financial Statements

SECTION 3 DOCUMENTATION

Are you claiming a Section 3 preference? YES ☐ or NO ☐. If YES, pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab 6, which priority are you claiming? _____

PROPOSER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate and that if HAPGC discovers that any information entered herein is false, HAPGC shall be entitled not to make an award or to cancel any award, with the undersigned party. Pursuant to all RFP documents, the Form of Qualification Statement, all attachments and all completed documents submitted, the undersigned proposes to supply HAPGC with the services described herein.

Signature

Date

Printed Name

Company Name

Exhibit 3

Firm Profile Form

Exhibit 3

PROFILE OF FIRM FORM

(1) Prime _____ Subcontractor _____
(This form must be completed by each).

(2) Name of Firm: _____

(3) Street Address: _____

(4) City _____ State _____ Zip _____ Tel. # _____ Fax # _____

(5) Year Firm Established: _____ In PG County: _____

(6) Type of Ownership: _____

(7) Former Name and Year Established (if applicable): _____ Year _____

(8) Name of Parent Company and Date Acquired (if applicable): _____ Year: _____

(9) Identify Principals/Partners in Firm; please submit under Tab #5 a brief resume for each:

Name	Title	% Ownership

(10) identify the individual(s) that will act as project manager and any other supervisory personnel that will work on the project; please submit under Tab #5 a brief resume for each. (Do not duplicate any resumes required above):

Name	Title

(11) Federal Tax ID No. _____

(12) Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm:

Caucasian
American

Public Held
Corporation

Government
Agency

Non-Profit
Organization

or Resident (RBE), Minority (MBE), or Woman-Owned (WBE) Business Enterprise

(Qualifies by virtue of 51% or more ownership and active management by one or more of the following):

Resident-Owned (HAPGC)	African American	Native American	Hispanic American	Asian/Pacific American
Hasidic Jew	Asian/Indian	Woman-Owned American	Other (Specify) _____	

WMBE/RBE Certification Number: _____

Certified by: _____

(Note: Certification Number not required to propose – enter if available)

- (13) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, the State of MD, or any local government agency within the State of MD? Yes ☐ No ☐

If yes, please attach a full detailed explanation, including dates, circumstances and current status.

- (14) Disclosure Statement: Does this firm or any principals of this firm have any current, past personal, or professional relationship with any Commissioner or Officer of HAPGC? Yes ☐ No ☐

Name (s) of such Commissioner or Officers: _____

If yes, please attach a full detailed explanation, including names, circumstances and current status.

- (15) Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HAPGC discovers that any information entered herein is false, that shall entitle the HAPGC to not make award or to cancel any award with the undersigned party.

NOTE: If necessary, please attach additional information on additional pages:

Signature

Printed Name

Date

Exhibit 3

Section 3 Form

Exhibit 3

SECTION 3 FORM

NOTE: IT IS NOT NECESSARY TO COMPLETE AND SUBMIT THIS FORM AND ANY OF THE NOTED ITEMS IF YOU ARE NOT CLAIMING ANY SECTION 3 PREFERENCES.

CERTIFICATION FOR FIRMS SEEKING SECTION 3 PREFERENCE IN CONTRACTING, AND DEMONSTRATION OF CAPABILITY:

So that HAPGC may assess your firm's eligibility to claim Section 3 participation as noted above, in addition to the other items required by that clause please include with your submission as many of the following items as possible. Failure to include any of these items as evidence may result in denial by HAPGC to certify your firm as an eligible Section 3 participant and, therefore, ineligible to receive any Section 3 preferences.

- a. For firms claiming status as a Section 3 resident-owned enterprise, the following checked items are included:
- ☐ Copy of PHA resident lease
 - ☐ Copy of evidence of participation in a Public Assistance Program
 - ☐ Other evidence (please explain) _____
- b. For any firm claiming a Section 3 preference, copies of the following checked items are attached as evidence that the firm is a legal business entity:
- ☐ Articles of Incorporation
 - ☐ Fictions Firm Name Certificate
 - ☐ List of Owners/ Stockholders; % held by each
 - ☐ Latest Board minutes appointing officers
 - ☐ Organizational chart with names/titles and brief functional statement
 - ☐ Certificate of Good Standing
 - ☐ Partnership Contract
 - ☐ Corporation Annual Report
 - ☐ Additional Documentation (please explain): _____
- c. For firms claiming Section 3 status by subcontracting at least 25% of the amount awarded to qualified Section 3 firms:
- ☐ List of Subcontracted Section 3 firm(s) and subcontracted amount
- d. For firms claiming Section 3 status by claiming that at least 30% of their workforce is currently Section 3 residents or were Section 3 eligible residents within three (3) years of the date of first employment with the firm:
- ☐ List of current full-time employment
 - ☐ PHA residential lease (for those less than three (3) years from the day of employment)
 - ☐ List of employees claiming Section 3 status
 - ☐ Other evidence of Section 3 status (please explain): _____
- e. Evidence of ability of perform successfully under the terms and conditions of the proposed contract:
- ☐ Current financial statement
 - ☐ Statement of ability to comply with public safety
 - ☐ List of owned equipment
 - ☐ List of all contracts for the past two years.

Signature

Printed Name

Date

WD 15-4281 (Rev.-13) was first posted on www.wdol.gov on 04/30/2019

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

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

Daniel W. Simms Division of
Director Wage Determinations

Wage Determination No.: 2015-4281
Revision No.: 13
Date Of Revision: 04/25/2019

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 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 \$10.60 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 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

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

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

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		18.95
01012 - Accounting Clerk II		21.28
01013 - Accounting Clerk III		23.81
01020 - Administrative Assistant		34.06
01035 - Court Reporter		24.02
01041 - Customer Service Representative I		14.94
01042 - Customer Service Representative II		16.81
01043 - Customer Service Representative III		18.33
01051 - Data Entry Operator I		16.64
01052 - Data Entry Operator II		18.16
01060 - Dispatcher, Motor Vehicle		19.84
01070 - Document Preparation Clerk		17.75
01090 - Duplicating Machine Operator		17.75
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		16.71
01191 - Order Clerk I		15.29
01192 - Order Clerk II		16.68
01261 - Personnel Assistant (Employment) I		18.87
01262 - Personnel Assistant (Employment) II		21.11
01263 - Personnel Assistant (Employment) III		23.52
01270 - Production Control Clerk		25.59
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		17.73
01410 - Supply Technician		34.06
01420 - Survey Worker		20.03
01460 - Switchboard Operator/Receptionist		15.56
01531 - Travel Clerk I		16.28
01532 - Travel Clerk II		17.50
01533 - Travel Clerk III		18.79
01611 - Word Processor I		17.16
01612 - Word Processor II		19.27
01613 - Word Processor III		21.56
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		28.60
05010 - Automotive Electrician		23.78
05040 - Automotive Glass Installer		22.39
05070 - Automotive Worker		22.39
05110 - Mobile Equipment Servicer		19.26
05130 - Motor Equipment Metal Mechanic		25.04

05160	- Motor Equipment Metal Worker	22.39
05190	- Motor Vehicle Mechanic	25.04
05220	- Motor Vehicle Mechanic Helper	18.49
05250	- Motor Vehicle Upholstery Worker	21.63
05280	- Motor Vehicle Wrecker	22.39
05310	- Painter, Automotive	23.78
05340	- Radiator Repair Specialist	22.39
05370	- Tire Repairer	14.44
05400	- Transmission Repair Specialist	25.04
07000	- Food Preparation And Service Occupations	
07010	- Baker	14.14
07041	- Cook I	15.92
07042	- Cook II	18.51
07070	- Dishwasher	12.39
07130	- Food Service Worker	11.88
07210	- Meat Cutter	20.41
07260	- Waiter/Waitress	11.34
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	19.86
09040	- Furniture Handler	14.06
09080	- Furniture Refinisher	20.23
09090	- Furniture Refinisher Helper	15.52
09110	- Furniture Repairer, Minor	17.94
09130	- Upholsterer	19.86
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	11.64
11060	- Elevator Operator	13.50
11090	- Gardener	19.77
11122	- Housekeeping Aide	13.50
11150	- Janitor	13.50
11210	- Laborer, Grounds Maintenance	14.75
11240	- Maid or Houseman	13.12
11260	- Pruner	13.08
11270	- Tractor Operator	18.08
11330	- Trail Maintenance Worker	14.75
11360	- Window Cleaner	15.22
12000	- Health Occupations	
12010	- Ambulance Driver	23.71
12011	- Breath Alcohol Technician	23.49
12012	- Certified Occupational Therapist Assistant	33.40
12015	- Certified Physical Therapist Assistant	27.29
12020	- Dental Assistant	22.82
12025	- Dental Hygienist	45.97
12030	- EKG Technician	33.48
12035	- Electroneurodiagnostic Technologist	33.48
12040	- Emergency Medical Technician	23.71
12071	- Licensed Practical Nurse I	19.82
12072	- Licensed Practical Nurse II	22.17
12073	- Licensed Practical Nurse III	24.71
12100	- Medical Assistant	17.99
12130	- Medical Laboratory Technician	22.97
12160	- Medical Record Clerk	18.96
12190	- Medical Record Technician	21.21
12195	- Medical Transcriptionist	20.67
12210	- Nuclear Medicine Technologist	40.09
12221	- Nursing Assistant I	11.91
12222	- Nursing Assistant II	13.39
12223	- Nursing Assistant III	14.61
12224	- Nursing Assistant IV	16.41
12235	- Optical Dispenser	23.25
12236	- Optical Technician	19.12
12250	- Pharmacy Technician	18.12
12280	- Phlebotomist	19.00
12305	- Radiologic Technologist	34.88
12311	- Registered Nurse I	27.64
12312	- Registered Nurse II	33.44
12313	- Registered Nurse II, Specialist	33.44
12314	- Registered Nurse III	40.13
12315	- Registered Nurse III, Anesthetist	40.13
12316	- Registered Nurse IV	48.10
12317	- Scheduler (Drug and Alcohol Testing)	28.97
12320	- Substance Abuse Treatment Counselor	27.04
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	22.07
13012	- Exhibits Specialist II	27.35
13013	- Exhibits Specialist III	33.44
13041	- Illustrator I	20.48
13042	- Illustrator II	25.38
13043	- Illustrator III	31.03
13047	- Librarian	38.84
13050	- Library Aide/Clerk	17.04

13054 - Library Information Technology Systems Administrator	35.07
13058 - Library Technician	20.89
13061 - Media Specialist I	25.31
13062 - Media Specialist II	28.32
13063 - Media Specialist III	31.55
13071 - Photographer I	18.32
13072 - Photographer II	20.79
13073 - Photographer III	26.04
13074 - Photographer IV	31.52
13075 - Photographer V	37.14
13090 - Technical Order Library Clerk	21.40
13110 - Video Teleconference Technician	27.27
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
14170 - System Support Specialist	38.69
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	39.20
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	32.93
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	49.06
15086 - Maintenance Test Pilot, Rotary Wing	49.06
15088 - Non-Maintenance Test/Co-Pilot	49.06
15090 - Technical Instructor	29.67
15095 - Technical Instructor/Course Developer	36.30
15110 - Test Proctor	23.96
15120 - Tutor	23.96
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	13.81
16030 - Counter Attendant	13.81
16040 - Dry Cleaner	16.94
16070 - Finisher, Flatwork, Machine	13.81
16090 - Presser, Hand	13.81
16110 - Presser, Machine, Drycleaning	13.81
16130 - Presser, Machine, Shirts	13.81
16160 - Presser, Machine, Wearing Apparel, Laundry	13.81
16190 - Sewing Machine Operator	17.81
16220 - Tailor	18.68
16250 - Washer, Machine	15.14
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	27.18
19040 - Tool And Die Maker	31.49
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	20.25
21030 - Material Coordinator	25.59
21040 - Material Expediter	25.59
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	20.25
21110 - Shipping Packer	18.13
21130 - Shipping/Receiving Clerk	18.13
21140 - Store Worker I	14.12
21150 - Stock Clerk	18.82
21210 - Tools And Parts Attendant	20.25
21410 - Warehouse Specialist	20.25
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	38.52
23019 - Aircraft Logs and Records Technician	28.93
23021 - Aircraft Mechanic I	36.58
23022 - Aircraft Mechanic II	38.52
23023 - Aircraft Mechanic III	40.41
23040 - Aircraft Mechanic Helper	25.67
23050 - Aircraft, Painter	34.74
23060 - Aircraft Servicer	28.93

23070	- Aircraft Survival Flight Equipment Technician	34.74
23080	- Aircraft Worker	30.76
23091	- Aircrew Life Support Equipment (ALSE) Mechanic I	30.76
23092	- Aircrew Life Support Equipment (ALSE) Mechanic II	36.58
23110	- Appliance Mechanic	21.75
23120	- Bicycle Repairer	14.92
23125	- Cable Splicer	34.63
23130	- Carpenter, Maintenance	22.89
23140	- Carpet Layer	20.49
23160	- Electrician, Maintenance	28.88
23181	- Electronics Technician Maintenance I	30.70
23182	- Electronics Technician Maintenance II	32.60
23183	- Electronics Technician Maintenance III	34.33
23260	- Fabric Worker	23.31
23290	- Fire Alarm System Mechanic	25.71
23310	- Fire Extinguisher Repairer	21.47
23311	- Fuel Distribution System Mechanic	32.57
23312	- Fuel Distribution System Operator	25.56
23370	- General Maintenance Worker	22.30
23380	- Ground Support Equipment Mechanic	36.58
23381	- Ground Support Equipment Servicer	28.93
23382	- Ground Support Equipment Worker	30.76
23391	- Gunsmith I	21.47
23392	- Gunsmith II	24.96
23393	- Gunsmith III	27.91
23410	- Heating, Ventilation And Air-Conditioning Mechanic	28.90
23411	- Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	30.44
23430	- Heavy Equipment Mechanic	28.32
23440	- Heavy Equipment Operator	23.39
23460	- Instrument Mechanic	30.07
23465	- Laboratory/Shelter Mechanic	26.51
23470	- Laborer	14.98
23510	- Locksmith	28.14
23530	- Machinery Maintenance Mechanic	28.87
23550	- Machinist, Maintenance	26.10
23580	- Maintenance Trades Helper	18.27
23591	- Metrology Technician I	30.07
23592	- Metrology Technician II	31.67
23593	- Metrology Technician III	33.22
23640	- Millwright	28.19
23710	- Office Appliance Repairer	22.96
23760	- Painter, Maintenance	21.75
23790	- Pipefitter, Maintenance	28.47
23810	- Plumber, Maintenance	27.04
23820	- Pneudraulic Systems Mechanic	27.91
23850	- Rigger	28.23
23870	- Scale Mechanic	24.96
23890	- Sheet-Metal Worker, Maintenance	26.09
23910	- Small Engine Mechanic	20.49
23931	- Telecommunications Mechanic I	31.34
23932	- Telecommunications Mechanic II	33.00
23950	- Telephone Lineman	33.81
23960	- Welder, Combination, Maintenance	24.34
23965	- Well Driller	22.91
23970	- Woodcraft Worker	27.91
23980	- Woodworker	21.47
24000	- Personal Needs Occupations	
24550	- Case Manager	20.05
24570	- Child Care Attendant	13.72
24580	- Child Care Center Clerk	17.77
24610	- Chore Aide	12.99
24620	- Family Readiness And Support Services Coordinator	20.05
24630	- Homemaker	20.05
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	33.55
25040	- Sewage Plant Operator	25.77
25070	- Stationary Engineer	33.55
25190	- Ventilation Equipment Tender	23.62
25210	- Water Treatment Plant Operator	25.77
27000	- Protective Service Occupations	
27004	- Alarm Monitor	23.83
27007	- Baggage Inspector	17.28
27008	- Corrections Officer	26.85
27010	- Court Security Officer	28.44
27030	- Detection Dog Handler	20.57
27040	- Detention Officer	26.85

27070	- Firefighter	30.03
27101	- Guard I	17.28
27102	- Guard II	20.57
27131	- Police Officer I	30.76
27132	- Police Officer II	34.19
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	13.62
28042	- Carnival Equipment Repairer	14.88
28043	- Carnival Worker	9.85
28210	- Gate Attendant/Gate Tender	15.74
28310	- Lifeguard	11.59
28350	- Park Attendant (Aide)	17.62
28510	- Recreation Aide/Health Facility Attendant	12.85
28515	- Recreation Specialist	21.82
28630	- Sports Official	14.03
28690	- Swimming Pool Operator	18.21
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	33.39
29020	- Hatch Tender	33.39
29030	- Line Handler	33.39
29041	- Stevedore I	31.17
29042	- Stevedore II	35.46
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	43.35
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	29.89
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	32.93
30021	- Archeological Technician I	20.19
30022	- Archeological Technician II	22.60
30023	- Archeological Technician III	27.98
30030	- Cartographic Technician	27.98
30040	- Civil Engineering Technician	27.17
30051	- Cryogenic Technician I	29.70
30052	- Cryogenic Technician II	32.81
30061	- Drafter/CAD Operator I	20.19
30062	- Drafter/CAD Operator II	22.60
30063	- Drafter/CAD Operator III	25.19
30064	- Drafter/CAD Operator IV	31.00
30081	- Engineering Technician I	22.92
30082	- Engineering Technician II	25.72
30083	- Engineering Technician III	28.79
30084	- Engineering Technician IV	35.64
30085	- Engineering Technician V	43.61
30086	- Engineering Technician VI	52.76
30090	- Environmental Technician	27.93
30095	- Evidence Control Specialist	26.82
30210	- Laboratory Technician	25.68
30221	- Latent Fingerprint Technician I	34.60
30222	- Latent Fingerprint Technician II	38.22
30240	- Mathematical Technician	28.94
30361	- Paralegal/Legal Assistant I	21.36
30362	- Paralegal/Legal Assistant II	26.47
30363	- Paralegal/Legal Assistant III	32.36
30364	- Paralegal/Legal Assistant IV	39.16
30375	- Petroleum Supply Specialist	32.81
30390	- Photo-Optics Technician	27.98
30395	- Radiation Control Technician	32.81
30461	- Technical Writer I	27.08
30462	- Technical Writer II	33.13
30463	- Technical Writer III	40.08
30491	- Unexploded Ordnance (UXO) Technician I	27.56
30492	- Unexploded Ordnance (UXO) Technician II	33.34
30493	- Unexploded Ordnance (UXO) Technician III	39.96
30494	- Unexploded (UXO) Safety Escort	27.56
30495	- Unexploded (UXO) Sweep Personnel	27.56
30501	- Weather Forecaster I	29.70
30502	- Weather Forecaster II	36.13
30620	- Weather Observer, Combined Upper Air Or (see 2)	25.19
Surface Programs		
30621	- Weather Observer, Senior (see 2)	27.98
31000	- Transportation/Mobile Equipment Operation Occupations	
31010	- Airplane Pilot	33.34
31020	- Bus Aide	14.32
31030	- Bus Driver	20.85
31043	- Driver Courier	15.66
31260	- Parking and Lot Attendant	12.79
31290	- Shuttle Bus Driver	17.12
31310	- Taxi Driver	14.64
31361	- Truckdriver, Light	17.12
31362	- Truckdriver, Medium	18.58
31363	- Truckdriver, Heavy	21.87
31364	- Truckdriver, Tractor-Trailer	21.87

99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	16.26
99030 - Cashier	11.43
99050 - Desk Clerk	13.77
99095 - Embalmer	33.76
99130 - Flight Follower	27.56
99251 - Laboratory Animal Caretaker I	13.24
99252 - Laboratory Animal Caretaker II	14.47
99260 - Marketing Analyst	35.01
99310 - Mortician	34.10
99410 - Pest Controller	20.07
99510 - Photofinishing Worker	14.85
99710 - Recycling Laborer	21.84
99711 - Recycling Specialist	26.77
99730 - Refuse Collector	19.37
99810 - Sales Clerk	12.20
99820 - School Crossing Guard	16.38
99830 - Survey Party Chief	27.60
99831 - Surveying Aide	17.15
99832 - Surveying Technician	26.22
99840 - Vending Machine Attendant	15.48
99841 - Vending Machine Repairer	19.67
99842 - Vending Machine Repairer Helper	15.48

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

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

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

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

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

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

example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

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

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

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

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

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

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

** HAZARDOUS PAY DIFFERENTIAL **

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

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

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

** UNIFORM ALLOWANCE **

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

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

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) ****

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.
- 6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).