



**AFFIRMATIVE ACTION PROGRAM PLAN**  
(For CONSTRUCTION and NON-CONSTRUCTION Contracts)  
SAMPLE FORMS

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**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**  
**OFFICE OF PROGRAM MONITORING**



# **AFFIRMATIVE ACTION PROGRAM PLAN**

## **(For CONSTRUCTION and NON-CONSTRUCTION Contracts)**

### **SAMPLE FORMS**

#### **WHAT IS THE AFFIRMATIVE ACTION PROGRAM PLAN?**

In accordance with Mayor's Order 85-85, the Affirmative Action Program Plan package (AAP) must be submitted by all contractors and subcontractors performing under District of Columbia Government contracts for goods and services, including construction and non-construction contracts for the purpose of assuring equal employment opportunity for minority, women and non-minority businesses having active certification as a Community Business Enterprise (CBE) regarding their commitment to observe specific standards and to achieve action obligations under District of Columbia contracts.

All contractors performing for goods and services, including construction and non-construction contracts are required to achieve a 35% goal by providing equal employment opportunities to CBE's. The Department of Small Local Business Development office will determine the exact amount of the 35% goal to be achieved for the contract.

The AAP is filled out by the contractor and subcontractor when federal or local funds are used in project development contracts with the Department of Housing and Community Development (DHCD). This is part of the regulatory compliance process and is necessary before funds may be disbursed. The contractor and subcontractor will submit an AAP to DHCD through the Office of Program Monitoring (OPM).

Threshold for Affirmative Action application is based on the following:

- Principle Contractors using Federal and/or District of Columbia financing for hard construction contracts of \$25,000 or more are required to submit an Affirmative Action Plan.
- Principle Contractors using Federal and/or District of Columbia financing for non-construction/soft cost contracts of \$15,000 or more are required to submit a Non-construction Affirmative Action Plan.
- Contract awards of \$100,000 or more must submit an Affirmative Action Plan and a First Source Agreement. (the First Source Agreement pertains to hiring District of Columbia residents to work on contract or project site)
- Contract awards of \$200,000 or more must submit an Affirmative Action Plan, a First Source Agreement, and Section 3 Requirement. (Section 3 agreement pertains to hiring District of Columbia Housing Authority residents and residents within the vicinity or community where the project site is located)
- Contract awards of \$500,000 or more (for Construction only), must submit an Affirmative Action Plan, a First Source Agreement, Section 3 Requirement and register with the Apprenticeship Council. This means that all employees working on the project site under the work classification of apprentice must be registered with the District of Columbia, Maryland, or Virginia Apprenticeship Council. Copies of apprenticeship certification should be submitted to the Contract Program Administrator.

## **HOW IS THE AAP APPROVED?**

Once the contractor and subcontractor has filled out and submitted an AAP package to OPM, the AAP will be reviewed by an OPM Contract Compliance Specialist and forwarded to the DC Office of Human Rights and the Department of Small Local Business Development for further approval.

### **The DC Office of Human Rights (OHR)**

The DC Office of Human Rights (OHR) is an agency of the District of Columbia government that seeks to eradicate discrimination, increase equal opportunity, and protect human rights in the city. The Office enforces the DC Human Rights Act of 1977 and other laws and policies on nondiscrimination. The Office is also the advocate for the practice of good human relations and mutual understanding among the various racial ethnic and religious groups in the District of Columbia.

The OHR reviews, approves, and monitor the affirmative action plans of all District government departments and agencies. This includes review of special departmental emphasis programs for the disabled.

Office of Human Rights (OHR)

441 4<sup>th</sup> Street, NW, suite 570 North

Washington, DC 20001

(202) 727-4559

<http://ohr.dc.gov>

Approval Specialist: Tonya Gonzales

### **The Department of Small and Local Business Development (DSLBD)**

The Department of Small and Local Business Development (DSLBD) is a full-service, cabinet level agency charged with fostering economic growth and the development of emerging District-based business enterprises through programs and opportunities, agency and public/private contract compliance, advocacy, and supportive legislation.

The Department works to stimulate and expand the local tax base of the District of Columbia, to increase the number of viable employment opportunities for District residents, and to extend the city's economic prosperity to local business owners, their employees, and the communities they serve.

DSLBD reviews and approves Affirmative Action Plans submitted by District agencies for public/private partnerships and for contractors with contracts in excess \$25,000.

Through Memoranda of Understanding (MOU), DSLBD monitors the use of Certified Business Enterprises (CBEs) participants on contracts and by private sector partners that participate in the Industrial Revenue Bond program. DSLBD also monitors and enforces all provisions under MOU agreements negotiated under the District's Tax Increment Financing program.

Department of Small Local Business Development (DSLBD)

441 4<sup>th</sup> Street, NW, Suite 970N

Washington, DC 20001

(202) 727-3900

<http://dslbd.dc.gov>

Approval Counsel: Tabitha McQueen

Harold B. Pettigrew, Jr., Director

## **INSTRUCTIONS**

FORMS and required information:

1. **COMPLIANCE WITH EOUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS**  
This is an EEO certification certifying that the contractor/subcontractor is aware of the Mayor's Order 85-85 provisions and will comply with all provisions required.
2. **EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT**  
The contractor/subcontractor agrees to provide equitable treatment for hiring and during employment of employees on project site. Agrees to post provisions and include clauses concerning non-discrimination and affirmative action on project site and to subsequent vendors and permit access to all books pertaining to contractor/subcontractor's employment practices and records.
3. **EQUAL EMPLOYMENT OPPORTUNITY (EMPLOYER INFORMATION REPORT) - including Section D-EMPLOYMENT DATA**  
This form is used for "NON-CONSTRUCTION" Contracts ONLY. OPM Contract Compliance Specialist will advise when this form is needed.
4. **PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING**  
Provide minority group employee goals. Include the anticipated amount of people who will be hired on the project site by contractor or subcontractor.
5. **FIRST SOURCE EMPLOYMENT AGREEMENT**  
The First Source Employment Agreement requires the contractor and subcontractors with contracts of \$100,000 or more commit to using Department of Employment Services (DOES) as its first source for recruitment, referral, and placement of new hires for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created as well as 51% of apprentices employed in connection with the project shall be District of Columbia residents registered in programs approved by the District of Columbia Apprenticeship Council.
  - a. **EMPLOYMENT PLAN**  
This form helps the contractor and subcontractors indicate the new position(s) created by the company as a result of this project.
  - b. **CURRENT EMPLOYEES**  
The contractor and subcontractors are required to list the names and last four digits of the social security numbers of all current employees including apprentices and trainees who will be employed on the project.

6. SECTION 3 PROGRAM CERTIFICATION

- a. All applicants and recipients of DHCD funds must submit a Section 3 Certification that they will comply with the requirements of Section 3 (24 CFR §135.9). Applicants who fail to submit the Section 3 certification may be deemed unresponsive by DHCD in the funding award process.
- b. The undersigned certifies to DHCD that it has read and understands all of its obligations under the Section 3 requirements. The undersigned acknowledges that this certification will be relied upon by DHCD in its review and approval of proposal for funding, and any misrepresentation of information or failure to comply with any conditions proposed in this certification could result in penalties, including the disbarment of Applicant for a period of time from participation in DHCD administered programs.

7. PRIME CONTRACTOR/SUBCONTRACTOR CERTIFICATION OF CONTINUED ELIGIBILITY

The Contractor or Subcontractors certify that:

- a. Neither the principal officers, nor any firm, partnership or association in which the principal officers have substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.5(b) of the Regulation of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a)); and
- b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

8. PRIME CONTRACT EMPLOYMENT DATA FORM (NOTE\* **Page 1** in Excel format)

This information captures the contractor or subcontractor(s) current workforce including District of Columbia residents employed and will be working on the project.

9. PROJECTED PERSONNEL UTILIZATION FOR THIS CONTRACT

(NOTE\* **Page 2** in Excel format)

This form captures the projected workforce utilization for this contract in percentages.

10. SUBCONTRACT SUMMARY FORM (NOTE\* **Page 3** in Excel format)

This form must be filled out by contractor and subcontractors. An updated form is submitted to OPM Contract Compliance Specialist for all subcontractors and lower tier contractors performing on the project or project site.

11. STATEMENT OF WORKFORCE NEEDS (NOTE\* **Page 4** in Excel format)

This form is used to assess the work classification and level of skill or experience needed as new hires on the project.

# ABC DEVELOPMENT, LP

801 PROJECT STREET, NW  
WASHINGTON, DC 20023

# Sample

## COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

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

### Certification

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

ABC DEVELOPMENT, LP  
CONTRACTOR

Bucks Brown, Sr.  
NAME

Bucks Brown, Sr.  
SIGNATURE

PRESIDENT/CEO  
TITLE

2008-55  
CONTRACT NUMBER

MAY 1, 2008  
DATE

# ABC DEVELOPMENT, LP

## Sample

### Equal Employment Opportunity (EEO) Policy Statement

801 PROJECT STREET, NW  
WASHINGTON, DC 20023

ABC DEVELOPMENT, LP Shall not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familia status, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, or place of residence or business.

ABC DEVELOPMENT, LP Agrees to affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, genetic information, disability, source of income, or place of residence or business. The affirmative action shall include, but not be limited to the following: (a) employment, upgrading, or transfer, (b) recruitment or recruitment advertising, (c) demotion, layoff, or termination; (d) rates of pay, or other forms of compensation; and (e) selection for training and apprenticeship.

ABC DEVELOPMENT, LP Agrees to post in conspicuous places the provisions concerning non-discrimination and affirmative action.

ABC DEVELOPMENT, LP Shall state that all qualified applicants will receive consideration for employment pursuant to subsection 1103.2 thru 1103.10 of Mayor’s Order 85-85; “Equal Employment Opportunity Requirements in Contracts”.

ABC DEVELOPMENT, LP Agrees to permit access to all books pertaining to its employment practices, and to require each subcontractor to permit access to books and records.

ABC DEVELOPMENT, LP Agrees to comply with all guidelines for equal employment opportunity applicable in the District of Columbia.

ABC DEVELOPMENT, LP Shall include in every subcontract the equal opportunity clauses; subsection 1103.2 through 1103.10 so that such provisions shall be binding upon each subcontractor or vendor.

Bucks Brown, Sr.  
Authorized Official and Title

*Bucks Brown, Sr.*  
Authorized Signature

ABC DEVELOPMENT, LP  
Firm/Organization Name

May 1, 2008  
Date

**EQUAL EMPLOYMENT OPPORTUNITY  
EMPLOYER INFORMATION REPORT**

**Sample**

**NON-construction Contracts**

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001
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Instructions:  
Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement.  
One copy shall be retained by the Contractor.

**Section A – TYPE OF REPORT**

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

Single Establishment Employer (1) <input checked="" type="checkbox"/> Single-establishment Employer Report	Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input checked="" type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report
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1. Total number of reports being filed by this Company. 1

**Section B – COMPANY IDENTIFICATION (To be answered by all employers)**

1. Name of Company which owns or controls the establishment for which this report is filed <b>ABC DEVELOPMENT. LP</b>					OFFICIAL USE ONLY
Address (Number and street) <b>801 PROJECT STREET, NW</b>		City or Town <b>WASHINGTON</b>	Country <b>USA</b>	State <b>D.C.</b>	Zip Code <b>20023</b>
b. Employer Identification No.	<b>5</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>4</b>
	<b>1</b>	<b>9</b>	<b>4</b>	<b>8</b>	

2. Establishment for which this report is filed.  
**(SAME AS ALL RESPONSES TO NUMBER 1)**

a. Name of establishment					OFFICIAL USE ONLY
Address (Number and street)		City or Town	Country	State	Zip Code
b. Employer Identification No.	<b>5</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>4</b>
	<b>1</b>	<b>9</b>	<b>4</b>	<b>8</b>	

3. Parent of affiliated Company  
**(SAME AS ALL RESPONSES TO NUMBER 1)**

a. Name of parent or affiliated Company	b. Employer Identification No.								
Address (Number and Street)	City or Town	Country	State	Zip Code					

**Section C - ESTABLISHMENT INFORMATION**

1. Is the location of the establishment the same as that reported last year? .Yes .No .Did not report .Report on combined last year basis	2. Is the major business activity at this establishment the same as that reported last year? .Yes . No .No report last year .Reported on combined basis	OFFICIAL USE ONLY
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2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.)

**PROVIDING DEVELOPMENT SERVICES THROUGH CONSULTING**

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

**.Yes** .No



SECTION D – EMPLOYMENT DATA Employment at this establishment – Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. *In columns 1, 2, and 3, include ALL employees in the establishment including those in minority groups*

# Sample

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES								
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	MALE				FEMALE				
				Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)	
Officials and Managers	3	1	2	1					2			
Professionals	53	48	5	36	1	0	11		5	0	0	0
Technicians Sales												
Workers Office and Clerical Craftsman (Skilled) Operative (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL Total employ reported in previous report												
	56	49	7	37	1	0	11		7	0	0	0

(The trainee below should also be included in the figures for the appropriate occupation categories above)

Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9) (10) (11)
	Production									

1. How was information as to race or ethnic group in Section D obtained? 2. Dates of payroll period used a.  Visual Survey c.  Other Specify \_\_\_\_\_ 3. Pay period of last report submitted for this b.  Employment Record \_\_\_\_\_ establishment. \_\_\_\_\_

Section E – REMARKS Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

### Section F - CERTIFICATION

Check 1.  All reports are accurate and were prepared in accordance with the instructions (check on consolidated only) One 2.  This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official Title Signature Date PRESIDENT/ Bucks Brown, Sr. Bucks Brown, Sr.  
801 PROJECT STREET, NW

Name of person contact regarding Address This report (Type of print) (Number and street)

Title City and State Zip Code Telephone Number Extension WASHINGTON, D.C. 20023 (202) 555-1255

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

## PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMPLOYEES GOALS					TIMETABLES				
JOB CATEGORIES	MALE				FEMALE				
	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	
OFFICIALS & MANAGERS									
PROFESSIONALS									
TECHNICIANS									
SALES WORKERS									
OFFICE AND CLERICAL									
CRAFTSMANS (SKILLED)				1				1	
OPERATIVE (SEMI-SKILLED)									
LABORERS (UNSKILLED)	1	1		1					
SERVICE WORKER									
TOTALS	1	1		2					
NAME OF AUTHORIZED OFFICIAL: <b>BUCKS BROWN, SR.</b>				TITLE: <b>PRESIDENT</b>		SIGNATURE: <i>Bucks Brown, Sr.</i>			
FIRM NAME: <b>ABC DEVELOPMENT. LP</b>						TELEPHONE NO:		DATE:	
INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL INSTITUTION" <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No  NAME: <b>INDUSTRIAL BANK OF WASHINGTON</b>  ADDRESS: <b>4812 GEORGIA AVENUE, NW, WASHINGTON, D.C. 20011</b>  TYPE OF ACCOUNT/S: <b>BUSINESS CHECKING</b>									

**FIRST SOURCE EMPLOYMENT AGREEMENT**

Sample

Contract Number: 2008-55

Contract Amount: \$12,100,000.00

Project Name: NEW DC HOUSING

Project Address: 1100 CONSTRUCTION WAY Ward: 7

Nonprofit Organization with 50 Employees or Less: (Yes) \_\_\_\_\_ (No) √

This First Source Employment Agreement, in accordance with D. C. Law 14-24, D.C. Law 5-93, and Mayor’s Order 83-265 for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as DOES, and ABC DEVELOPMENT, LP hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for the new jobs created by this project and will hire 51% District of Columbia residents for all new jobs created, as well, as 51% of apprentices employed in connection with the project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

**I. GENERAL TERMS**

- A. The EMPLOYER will use DOES as its first source for the recruitment, referral and placement of employees.
- B. The EMPLOYER shall require all contractors and subcontractors, with contracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER subject to the limitations set out in this Agreement.
- D. DOES participation in this Agreement will be carried out by the Office of the Director, with the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by DOES.
- E. This Agreement shall take effect when signed by the parties below and shall be fully effective for the duration of the contract and any extensions or modifications to the contract.
- F. This Agreement shall not be construed as an approval of the EMPLOYER’S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract.

- G. DOES and the EMPLOYER agree that for purposes of this Agreement, new hires and jobs created (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. For purposes of this Agreement, apprentices as defined in D.C. Law 2-156 are included.
- I. The EMPLOYER shall register an apprenticeship program with the D.C. Apprenticeship Council for construction or renovation contracts or subcontracts totaling \$500,000 or more. This includes any construction or renovation contract or subcontract signed as the result of, but is not limited to, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more.
- J. All contractors who contract with the Government of the District of Columbia to perform information technology work with a single contract or cumulative contracts of at least \$500,000, let within any twelve (12) month period shall be required to register an apprenticeship program with the District of Columbia Apprenticeship Council.
- K. The term "information technology work" shall include, but is not limited to, the occupations of computer programmer, programmer analyst, desktop specialist, technical support specialist, database specialist, network support specialist, and any other related occupations as the District of Columbia Apprenticeship Council may designate by regulation.

## II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected, salary range, hiring dates, and union requirements. The EMPLOYER will notify DOES of its specific need for new employees as soon as that need is identified.
- B. Notification of specific needs, as set forth in Section II.A. must be given to DOES at least five (5) business days (Monday-Friday) before using any other referral source, and shall include, at a minimum, the number of employees needed by job title, qualification, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- C. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce need not be referred to DOES for placement and referral.

- D. The EMPLOYER will submit to DOES, prior to starting work on the project, the names, and social security numbers of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the project.

### III. REFERRAL

DOES will screen and refer applicants according to the qualifications supplied by the EMPLOYER.

### IV. PLACEMENT

- A. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer. DOES will make every reasonable effort to refer at least two qualified applicants for each job opening.
- B. The EMPLOYER will make all decisions on hiring new employees but will in good faith use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- C. In the event DOES is unable to refer the qualified personnel requested, within five (5) business days (Monday-Friday) from the date of notification, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for the new jobs created by the project.
- D. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

### V. TRAINING

DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and set forth in a separate Training Agreement.

### VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent this Agreement is in conflict with any labor laws or governmental regulations, the laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.

- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any involved collective bargaining unit with a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

## VII. EXEMPTIONS

- A. Contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Suppliers located outside of the Washington Standard Metropolitan Statistical Area and who will perform no work in the Washington Standard Metropolitan Statistical Area.

## VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise, the EMPLOYER as a condition of transfer shall:
  - 1. Notify the party taking possession of the existence of the EMPLOYER'S Agreement.
  - 2. Notify the party taking possession that full compliance with this Agreement is required in order to avoid termination of the project.
  - 3. EMPLOYER shall, additionally, advise DOES within seven (7) business/calendar days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES shall monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate in DOES' monitoring effort and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available payroll and employment records for the review period indicated.
- D. If additional information is needed during the review, the EMPLOYER will provide the requested information to DOES.

- E. With the submission of the final request for payment from the District, the EMPLOYER shall:
1. Document in a report to the Contracting Officer its compliance with the requirement that 51% of the new employees hired by the project be District residents; or
  2. Submit a request to the Contracting Officer for a waiver of compliance with the requirement that 51% of the new employees hired by the project be District residents and include the following documentations:
    - a. Material supporting a good faith effort to comply;
    - b. Referrals provided by DOES and other referral sources; and
    - c. Advertisement of job openings listed with DOES and other referral sources.
- F. The Contracting Officer may waive the requirement that 51% of the new employees hired by the project be District residents, if the Contracting Officer finds that:
1. A good faith effort to comply is demonstrated by the contractor;
  2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area;
- The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudon, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
  4. DOES certifies that insufficient numbers of District residents in the labor market possess the skills required by the positions created as a result of the contract.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, or failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract.

- H. Nonprofit organizations are exempted from the requirement that 51% of the new employees hired on the project be District residents.
- I. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- J. The project maybe terminated because of the EMPLOYER'S noncompliance with the provisions of this Agreement.
- IX. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?  
Yes \_\_\_ No
- X. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?  
Yes \_\_\_ No   
If yes, D.C. Apprenticeship Council Registration Number: \_\_\_\_\_
- XI. Indicate whether your firm is a subcontractor on this project: \_\_\_ Yes  No  
If yes, name of prime contractor: \_\_\_\_\_

Dated this 1<sup>ST</sup> day of MAY 2008.

Signed:

\_\_\_\_\_  
Department of Employment Services

Sample

Bucks Brown, Sr

Signature of Employer

ABC DEVELOPMENT. LP

Name of Company

. 1100 Construction Way, Washington, D.C. 20023

Address

(202) 555-1255

Telephone

bbrown@abcdvelopment.com

E-mail



# EMPLOYMENT PLAN Sample

NAME OF FIRM ABC DEVELOPMENT, LP

ADDRESS 801 PROJECT STREET, NW, WASHINGTON, D.C. 20023

TELEPHONE NUMBER (202) 555-1255 FEDERAL IDENTIFICATION NO. 52-0041948

CONTACT PERSON BUCKS BROWN TITLE PRESIDENT/CEO

EMAIL bbrown@abcdevelopment.com TYPE OF BUSINESS CONSTRUCTION DEVELOPMENT

ORIGINATING DISTRICT AGENCY DHCD

CONTRACTING OFFICER OPM SPECIALIST TELEPHONE NUMBER 202-442-XXXX

TYPE OF PROJECT CONSTRUCTION FUNDING AMOUNT \$12,100,000.00

PROJECTED START DATE 08/01/2008 PROJECT DURATION 08/01/2009

NEW JOB CREATION PROJECTIONS (Attach additional sheets, as needed.) Please indicate the new position(s) your firm will create as a result of this project.

	JOB TITLE	# OF JOBS		SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL #	PROJECTED HIRE DATE
		F/T	P/T			
A	LABORERS	3	F/T	\$12-\$13 P/H	NONE	09/01/2008
B	CARPENTERS	2	F/T	\$28-\$32 P/H	ACME	11/01/2008
C						
D						
E						
F						
G						
H						
I						
J						
K						

**CURRENT EMPLOYEES:** Please list the names and social security numbers of all current employees including apprentices and trainees who will be employed on the project. Attach additional sheets as needed.

NAME OF EMPLOYEE	SOCIAL SECURITY NUMBER or EMPLOYEE IDENTIFICATION NUMBER
BUCKS BROWN, SR	# 1953
JAMES CAGNEY	# 2001
HUMPHREY BOGART	# 5343
LORRETTA LYNN	# 6767
PAT O'BRIEN	# 4801
JOHN WAYNE	# 1776
SHAWN COMBS	# 1896

Sample



## DHCD Section 3 Developer/Contractor Fact Sheet

### Section 3 Certification

All applicants and recipients of DHCD funds must submit a Section 3 Certification that they will comply with the requirements of Section 3 (24 CFR §135.9). Applicants who fail to submit the Section 3 certification may be deemed unresponsive by DHCD in the funding award process.

### Section 3 Opportunities Plan

A Section 3 Opportunities Plan (SOP) must be submitted to DHCD and approved **prior** to the closing of a grant/loan for any Section 3 covered project. The plan must include the actions that will be taken to comply with Section 3. Preliminary Section 3 Opportunities Plans should be submitted to DHCD as soon as possible. DHCD may reject a plan and request additional information and or request changes be made to the Section 3 Opportunities Plan.

Section 3 Opportunities Plan may be amended at any time after approval if necessary to ensure compliance. Recipients must maintain documentation of activities and outreach attempts. Please contact DHCD at the number below to obtain a Section 3 Opportunities Plan.

### Section 3 Clause

All contracts with contractors and subcontractors for Section 3 covered projects must contain the Section 3 contract clause in the contracts of its contractors and subcontractors.

### Monitoring

DHCD will monitor all Section 3 recipients and subrecipients. DHCD may review developer, contractor, and subcontractor Section 3 Opportunity Plans; selected contracts; reviews of payrolls and other supportive documentation; and conduct on-site interviews of workers, contractors and subcontractors.

### Reporting

Recipients must submit **quarterly** reports regarding their Section 3 activities on the Section 3 Contractor Subcontractor Form. If recipients have chosen to hire Section 3 residents to achieve compliance, they are also required to submit copies of their monthly Contract Compliance Forms (as required by their First Source Hiring agreements) with their quarterly Section 3 Report. If recipients chose to contract with Section 3 business concerns they must also submit proof of payment to those businesses. Recipients are required to submit to DHCD a **final** Section 3 report within five days of project completion.

### Complaints

DHCD will conduct investigations of allegations of the violation of Section 3. Possible violations will promptly be referred to HUD, the Office of the Assistant Secretary of Fair Housing and Equal Opportunity.

### Whom to Contact

Please consult the DHCD Section 3 Developer/Contractor Guide for more information. You may contact DHCD at 202-442-7182 to request the DHCD Section 3 Developer/Contractor Guide, required forms and assistance.



Sample

D.C. DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
OFFICE OF PROGRAM MONITORING FAIR HOUSING DIVISION

**Section 3 Program Certification**

**(Construction/Rehabilitation/Acquisition: Housing & Non-housing Projects)**

*(Completed form to be submitted at time of application)*

The Department of Housing and Community Development (DHCD) requires that applicants for Federal and/or District of Columbia funds sign and complete this "Section 3 Program Certification Form" which indicates that subrecipients will adhere to and comply with all applicable regulations under the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (24 CFR part 135) to ensure that employment and other economic opportunities generated by the Federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward LOW- INCOME and VERY-LOW-INCOME persons, particularly those receiving public assistance.

Furthermore, recipients, subrecipients, contractors and subcontractors will:

1. Incur all costs required for compliance with the applicable regulations,
2. Be subject to DHCD monitoring for compliance, and
3. Accept any applicable penalties for noncompliance.

Signature and Certification:

The undersigned certifies to DHCD that it has read and understands all of its obligations under the Section 3 requirements. The undersigned acknowledges that this certification will be relied upon by DHCD in its review and approval of proposal for funding, and any misrepresentation of information or failure to comply with any conditions proposed in this certification could result in penalties, including the disbarment of Applicant for a period of time from participation in DHCD administered programs.

**NEW DC HOUSING/ 1100 CONSTRUCTION WAY, SE**

\_\_\_\_\_  
Name and address of Project

**ABC DEVELOPMENT, LP**

\_\_\_\_\_  
Applicant (Organization Name, LLC, LLP, etc)

**BUCKS BROWN, SR.,** *Bucks Brown, Sr.*

**05/01/2008**

\_\_\_\_\_  
Applicant CEO/President Name & Signature

\_\_\_\_\_  
Date

**I BUILD 4-U CONTRACTING, FRED GOTCHU,** *Fred Gotchu*

**05/01/2008**

\_\_\_\_\_  
Contractor /Developer President/CEO Name & Signature

\_\_\_\_\_  
Date

*Notice of Non-Discrimination: In accordance with the D. C. Human Rights Act of 1977, as amended, D. C. Official Code Section 2-1401. 01 et seq.,(Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination, which is also prohibited by the Act. In addition, harassment based on any of the above protected categories is also prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators will be subject to disciplinary action.*





### **SECTION 3 CLAUSE (24 CFR Part 135.38)**

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

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 residents 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 the contract for default, and debarment or suspension from future HUD assisted contracts.

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



**PRIME CONTRACTOR/SUBCONTRACTOR**  
**CERTIFICATION OF CONTINUED ELIGIBILITY**

Sample

CONTRACT NO. 2008-55

CONTRACT AMOUNT: \$12,100,000.00

PROJECT NAME: NEW DC HOUSING

PROJECT DESCRIPTION: New construction of 25 townhouses

The ABC DEVELOPMENT, LP 52-0041948  
(Company Name) (Federal ID Number)

(hereinafter referred to as the “Contractor”) having executed a contract with the Department of Housing and community Development (DHCD) (hereinafter referred as the “Department”), in the amount of \$ 12,100,000.00 for the construction, alteration repair, or service and maintenance of the above identified project, and acknowledges that:

- a. The Labor Standards are included in the aforesaid subcontract: and
- b. Correction of any infractions of the aforesaid conditions, including infractions by any lower tier subcontractors, is the subcontractor’s responsibility.

The (Contractor √ / Subcontractor     ) certifies that:

- a. Neither the principal officers, nor any firm, partnership or association in which the principal officers have substantial interest is designated as an ineligible contractor by the Comptroller General of the United States pursuant to Section 5.5(b) of the Regulation of the Secretary of Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3 (a) of the Davis-Bacon Act, as amended (40 U.S.C. 276a-2(a); and

- b. No part of the aforementioned contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation, partnership or association in which such subcontractor has a substantial interest is designated as an ineligible contractor pursuant to any of the aforementioned regulatory or statutory provisions.

The (Contractor √ / Subcontractor     ) agrees to obtain and forward within five days after the execution of any subcontractor or any lower tier subcontractor, the CONTRACTOR/SUBCONTRACTOR Certification of Continued Eligibility executed by subcontractor(s) or lower tier subcontractor(s).

The (Contractor √ / Subcontractor     ) certifies that:

1. The legal name and the business address of the company is: ABC DEVELOPMENT, LP  
801 PROJECT STREET, NW, WASHINGTON, D.C. 20001
2. The company is:
  - a. A Single Proprietor organized in state of: \_\_\_\_\_
  - b. A Partnership organized in state of: \_\_\_\_\_
  - c. Other Organization organized in state of: Washington, D.C.  
(type of Organization or Corporation) Limited Partnership
3. The name, title and address of the owner, partners or officers of the company are:

NAME	TITLE	ADDRESS
<u>BUCKS BROWN, SR.</u>	<u>PRESIDENT/CEO</u>	<u>801 PROJECT STREET, NW</u>
<u>JAMES CAGNEY</u>	<u>VICE-PRESIDENT</u>	<u>801 PROJECT STREET, NW</u>
<u>PAT O'BRIEN</u>	<u>TREASURER</u>	<u>801 PROJECT STREET, NW</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

4. The names and addresses of all other persons, both natural and corporate, having a substantial interest in the company, and the nature of the interest are (if name, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
<u>BUCKS BROWN, SR.</u>	<u>PRESIDENT/CEO</u>	<u>MASTER BUILDER</u>
<u>JAMES CAGNEY</u>	<u>VICE-PRESIDENT</u>	<u>MASTER HVAC/SHEET METAL DESIGN</u>

5. The name, address and trade classification of all other building construction contractors in which the contractor has a substantial interest are (if note, so state):

NAME	ADDRESS	TRADE CLASSIFICATION
<u>NONE</u>		

BUCKS BROWN, SR.

Print Contractor Name

*Bucks Brown, Sr.*

Signature

ABC DEVELOPMENT, LP

Company

MAY 1, 2008

Date