

**DAYTON METROPOLITAN HOUSING AUTHORITY dba  
GREATER DAYTON PREMIER MANAGEMENT**  
400 WAYNE AVENUE, DAYTON, OHIO 45410-8750

**QUOTATION REQUEST**

**THIS IS NOT AN ORDER**

RFQ: RFQ 17-30

Date: July 17, 2017

Prospective Quoter's:

Please quote us your best price on the items enumerated below. Your quotation, to be accepted, must reach us by **August 1, 2017 at 10:00 am** with the following attachments: **Quotation Request (this page signed), Section 3 Forms, and Cost Budget Summary**. We are exempt from both Federal Excise and Ohio Sales Tax.

Return one signed copy to GDPM Compliance Department (directions below) and retain one copy for your files.

Latia Pempsell  
Compliance Department

**DESCRIPTION**

Greater Dayton Premier Management (GDPM) seeks proposals from qualified, Ohio licensed Real Estate Brokerages and Brokers to provide comprehensive Real Estate Broker Services. GDPM intends to acquire multifamily units and vacant land conducive for multifamily residential development in Montgomery County, Ohio. Further, GDPM intends to dispose of several vacant parcels and other GDPM owned property. The list of services are outlined in the Scope of Work.

Any suspected discrepancies should be brought to the attention of GDPM prior to submitting a quotation. Any questions should be brought to the attention of Kiya Patrick @ [kpatrick@gdpm.org](mailto:kpatrick@gdpm.org) or phone 937-910-7558 Monday through Friday between the hours of 8:30 a.m. and 5:00 p.m. on or before 10:00 am, Tuesday August 1, 2017

Please send quotations to the attention of Latia Pempsell by e-mail at [compliance@gdpm.org](mailto:compliance@gdpm.org) or fax at 937-910-7628 by 10:00 am on or before the day outlined above. No bid opening will be conducted. Results will be posted on [gdpm.org](http://gdpm.org).

GDPM will award the contract on the lowest and best bid, that's meets the necessary criteria and qualifications.

The evaluation criteria are, but not limited to as follows:

- The ability, capacity, and skill of the Quoter to perform the contract or provide the service required.
- Whether the Quoter can perform the contract or service promptly, or within the time frame required, without delay or interference.
- The character, responsibility, integrity, reputation, and experience of the Quoter.
- The quality of performance of previous contracts or services.

Please reference the attached, Scope of Services, Cost Budget Summary Table 5.1, Section 3 Forms, and MBE Participation.

If favored with a contract, we agree to furnish the items enumerated in the scope of work at the pricing submitted and under the conditions indicated. We also agree to provide GDPM with a completed Form W-9. Each responder shall acknowledge receipt of each addendum, if applicable. Addendums will be posted to <http://www.dmha.org/working-with-gdpm/doing-business-with-dmha/request-for-quote.html>

Federal I.D. #: \_\_\_\_\_ Phone #: \_\_\_\_\_ E-mail: \_\_\_\_\_

List Addendum(s) #: \_\_\_\_\_

Date: \_\_\_\_\_ Signed: \_\_\_\_\_ Title: \_\_\_\_\_

## **Real Estate Broker Services**

### **Introduction**

In anticipation of many upcoming real estate transactions, GDPM seeks proposals from qualified, Ohio licensed Real Estate Brokerages and Brokers to provide comprehensive Real Estate Broker Services. GDPM intends to acquire multifamily units and vacant land conducive for multifamily residential development in Montgomery County, Ohio. Further, GDPM intends to dispose of several vacant parcels and other GDPM owned property.

All professionals and their sub-contractors must be licensed to work in their respective fields as required by the State of Ohio. Persons or firms interested in providing these services to GDPM must respond as directed in this Request for Quotes (RFQ) for the purpose of showing their abilities and expertise in the areas defined in the scope of work. Each firm selected for the Roster will sign a Contract for Real Estate Broker Services that will not include a specific scope of work, but will reflect the Respondent's proposed fee schedule. As work arises, GDPM will select a firm from the Roster based upon GDPM's determination of which firm most closely meets the requirements of the particular assignment, taking into account such factors as firm specialization, personnel and availability. GDPM will then notify the firm and negotiate the scope of work and compensation, to be formalized in an Engagement Letter.

The initial contract will be valid for three years, with the option to renew for two consecutive one year terms.

### **Scope of Work**

The general scope of work includes, but is not necessarily limited to, the following:

1. Provide general advice on real estate market.
2. Represent GDPM, as buyer's agent, in identifying and negotiating the acquisition of property, including, but not necessarily limited to:
  - 2.1. Current multifamily units
  - 2.2. Vacant parcels conducive for multifamily residential development
3. Represent GDPM, as seller's agent, in the selling or leasing of property, including, but not necessarily limited to:
  - 3.1. Disposing of vacant parcels;
  - 3.2. Disposing of single family homes;
  - 3.3. Disposing of multifamily units.
4. Advise staff of various options or approaches to achieve end result desired.
5. Preparation of market studies.

### Fee Sheet

Please provide the listing fees as a percentage of sales price in the table below:

Residential Sales and Services	Fee	Total Fee Percentage of Sales Price
Vacant Parcels		
Multifamily parcels (4+ Units)		
Single family Homes		
Buyer's Agent Fee	\$	
Development Consulting	\$ /hr	
Market Study Preparation	\$ /hr	

# General Conditions for Non-Construction Contracts

## Section II – (With Maintenance Work)

### U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/01/2014)

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

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

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

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**Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000**  
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### 1. Minimum Wages

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

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

### 2. Withholding of funds

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

### 3. Records

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

### 4. Apprentices and Trainees

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

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

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

## 5. Disputes concerning labor standards

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

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD).

- (ii) The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations.

- (iii) The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

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

## 6. Contract Work Hours and Safety Standards Act

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

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

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

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

## **7. Subcontracts**

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

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

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



Dayton Metropolitan Housing Authority dba  
 Greater Dayton Premier Management  
 400 Wayne Ave.  
 Dayton, Ohio 45410-8750  
 Telephone (937) 910-7500  
 Fax (937) 910-7689



### Section 3 Business Concern Application

The purpose of Section 3 is to ensure that economic opportunities generated by certain HUD funded projects shall, **to the greatest extent feasible**, and consistent with existing Federal and State laws, be directed to low- and very low-income persons (particularly those receiving assistance for housing), and to the businesses that provide economic opportunities to these persons. Section 3 is **race and gender neutral**. The preference is **income and location based**.

*Use guidelines on page 3 to determine if your business or any of your subcontractors qualify for Section 3 status*

NAME OF BUSINESS: \_\_\_\_\_

ADDRESS OF BUSINESSES: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

PAGER NUMBER: \_\_\_\_\_ CELLULAR NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

**1. TYPE OF BUSINESS** (Check Applicable Status)

- Corporation                       Partnership                       Sole Proprietorship                       Joint Venture

Ethnicity: \_\_\_\_\_ Gender: \_\_\_\_\_ Federal Employer Identification Number/SSN \_\_\_\_\_

**2. CHECK AND ATTACH ALL THAT APPLY**

- If corporation, statement from Secretary of State showing firm is current with annual fees or provide copy of cancelled check.
- Sole Owner (If Applicable)
- List of Owners/Stockholders and ownership percentage (%) of each
- Partnership or Joint Venture Agreement
- Business Occupational License

**3. CHECK WHERE APPLICABLE** (all applicable forms may be obtained at <http://www.dmha.org/doing-business-with-dmha/section-3-overview/section-3.html>)

- I am an individual, sole proprietorship, partnership, corporation or joint venture NOT claiming a Section 3 preference (please check Section 3 resident/business definitions and income guidelines\*\*\* at the end of this document prior to selecting this option).
  - Prime Contractor submit: Form sec3-001b, List of Current (pre-bid) Employees
  - Prime Contractor submit: Form sec3-001e, Section 3 Strategy Commitment and Compliance Assessment
- I am an individual, sole proprietorship, partnership, corporation or joint venture claiming a Section 3 preference as:
  - (1) An individual, sole proprietorship, partnership, corporation or joint venture that has a 51% ownership by a Section 3 qualified individual (see guidelines on the page 3).**
    - Prime Contractor submit: Form sec3-001a, Section 3 Business Concern Application (this form) and all required supporting documentation.
    - Prime Contractor submit: Form sec3-001b, Section 3 Employee List
  - For the Owner claiming 51% or more Ownership submit: Form sec3-002a, Section 3 Resident Preference Claim Form and all required supporting documentation (to be completed for each section 3 resident claimed in meeting the 30% threshold)
  - For the Owner claiming 51% or more Ownership submit: Form sec3-002b, Section 3 Resident or Employee Household Income Certification (to be completed for each section 3 resident claimed in meeting the 30% threshold)

- (2) A business claiming 30% of current full-time workforce qualify as section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents see guidelines on the page 3).**
  - Prime Contractor submit: Form sec3-001a, Section 3 Business Concern Application (this form) and all required supporting documentation.
  - Prime Contractor submit: Form sec3-001b, Section 3 Business Employee List and all required supporting documentation
  - Prime Contractor submit: Form sec3-001c, Section 3 Business Contractor or Subcontractor Payroll Report Complete for each F/T employee who has been employed at least one month. (this includes all employees of the company)
  - For each Section 3 Employee submit: Form sec3-002a, Section 3 Resident Preference Claim Form and all required supporting documentation (to be completed for each section 3 resident claimed in meeting the 30% threshold)
  - For each Section 3 Employee submit: Form sec3-002b, Section 3 Resident or Employee Household Income Certification (to be completed for each section 3 resident claimed in meeting the 30% threshold)
  
- (3) A business claiming to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) above.**
  - Prime Contractor submit: Form sec3-001a, Section 3 Business Concern Application (this form) and all required supporting documentation completed by the prime contractor
  - Prime Contractor submit: Form sec3-001b, Section 3 Employee List and all required supporting documentation completed by the prime contractor
  - Prime Contractor submit: Form sec3-001d, Section 3 Contractor or Subcontractor Report (this list must demonstrate that 25% of the total dollar award of all subcontracts to be awarded to Section 3 business concerns).
  - For each Section 3 Subcontract submit: Form sec3-001a, Section 3 Business Concern Application and all required supporting documentation for each individual, sole proprietorship, partnership, corporation or joint venture claimed on the subcontractor list.
  - For each Section 3 Subcontract submit: Form sec3-002a, Section 3 Resident Preference Claim Form and all required supporting documentation (to be completed for each section 3 owner/employee claiming Section 3 resident status as a subcontractor)
  - For each Section 3 Subcontract submit: Form sec3-002b, Section 3 Resident or Employee Household Income Certification (to be completed for each section 3 owner/employee claiming Section 3 resident status as a subcontractor)
  - For each Section 3 Subcontract submit: Form sec3-001b, Section 3 Business Employee List and all required supporting documentation completed by each subcontractor

***I certify to the best of my knowledge that the information contained here within, and the documents attached, is true and correct.***

**CORPORATE SEAL**

**PRINT NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**FOR OFFICE USE ONLY:**

Date Received: \_\_\_\_\_ Initial Application Reviewed by: \_\_\_\_\_

Final Application Reviewed by: \_\_\_\_\_ Approval Status: Approved  Denied

## Why Certify as a Section 3 Business:

### 1) Receive preference during the bidding/proposal process

(considering responsiveness and responsibility of the quoter, the award will be made to the company claiming Section 3 preference if its quote is within 10% of the lowest quote submitted; see sec3-008 form for award process for bids and proposals)

### 2) Gain more business opportunities with governmental entities and private sector companies that support economic development goals.

### 3) Boost your business growth and service/product output

#### Individuals who qualify as Section 3 residents:

1. A Public housing resident; or
2. An individual who resides in Montgomery County; and is
3. A low-income or very-low income person as defined by HUD.

#### What defines a person of low and very low income?

A person of **low-income**, as defined in *Section 3(b)(2) of the 1937 Housing Act (42 USC 1437a (b)(2)) and 24 Code of Federal Regulations (CFR) part 135* of HUD regulations, means families (including single persons) whose incomes **do not exceed 80% of the median income** for the area.

A person of **very low-income**, as defined in *Section 3(b)(2) of the 1937 Housing Act (42 USC 1437a (b)(2)) and 24 Code of Federal Regulations (CFR) part 135* of HUD regulations, means families (including single persons) whose incomes **do not exceed 50% of the median income** for the area.

#### CHART 1

# IN HOUSEHOLD	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
<b>Very Low-Income</b>	\$22,300	\$25,450	\$28,350	\$31,800	\$34,350	\$36,900	\$39,450	\$42,000
<b>Low-Income</b>	\$35,650	\$40,750	\$45,850	\$50,900	\$55,000	\$59,050	\$63,150	\$67,200

Note: \*2017 Median Family Income for Ohio: \$63,600 ([www.huduser.org](http://www.huduser.org))

If you do not wish to use employees' annual salaries to determine whether they meet criteria as a Section 3 resident, you can use their hourly wages to determine their eligibility, also.

#### CHART 2

# IN HOUSEHOLD	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
VERYLOW-INCOME	\$10.72	\$12.24	\$13.77	\$15.29	\$16.51	\$17.74	\$18.97	\$20.19
LOW-INCOME	\$17.14	\$19.59	\$22.04	\$24.47	\$26.44	\$28.39	\$30.36	\$32.31

\*Note: Hourly rates were calculated by dividing each of the salaries in Chart 1 by the total number of work hours in a year (i.e. \$63,600/2,080 = \$30.58)

In order to determine the number of members an employee has within their household, you may utilize personnel records such as tax records and/or other payroll data (i.e., state and federal exemptions), insurance/beneficiary records or emergency contact persons provided by the employee.

#### A Section 3 Business Concern is a business concern:

- 1) That is 51% or more owned by a Section 3 resident; or
- 2) Whose permanent, full-time employees include persons, at least 30% of whom are currently Section 3 residents, or within 3 years of the date of the first employment with the business concern have been Section 3 residents; or
- 3) That provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to a business concern that meets the qualifications in paragraph 1) or 2) above.
- 4) When it is formed as a part of a **Section 3 joint venture**. In this venture Section 3 business concern should:

- Be responsible for a clearly defined portion of the work to be performed and hold management responsibilities; and

- Perform at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.



**SECTION 3 NARRATIVE ACTION PLAN**  
(MUST BE FILLED OUT FOR A VALID QUOTE/BID/PROPOSAL)

Please outline your strategy in complying with Section 3 contracting and hiring goals.

I. Overview

Description of the project's work detail

Proposed contracting opportunities for Section 3 businesses

Proposed positions for new hires (job description, if available)

II. Describe how your company will advertise contracting opportunities and open positions

III. Implementation Schedule: (Provide an overview of the activities involved in executing Section 3 plan (ex. hiring/contracting process and benchmarking, expanding the pool of candidates for a new position or a contract by contacting GDPM and/or job and training organizations in the community to identify qualified individuals and business concerns, etc.)).

IV. Are there any other *creative* or *innovative* ideas your company would like to implement in order to fulfill your Section 3 compliance obligations? If yes, please describe.

V. Can your company provide training opportunities for public housing residents as an option for meeting your Section 3 requirements? If yes, provide an overview of your training plan.

**Please provide the following information on each intended subcontractor:**

*(Attach a separate sheet if necessary)*

<i>Name</i>	<i>Address</i>	<i>Phone #</i>	<i>Amount of Subcontract</i>	<i>Section 3 Category 1, 2 or 3</i>

**APPLICATION CERTIFICATION**

Title 18, Section 1001 of the U.S. Code states that any person who knowingly and willingly makes or uses a document or writing containing any false, fictitious, fraudulent statement or entity, in any matter within the jurisdiction of any department or agency of the United States, shall be fined not more than \$10,000 or imprisoned for not more than five years, or both. The undersigned fully understands that false statements or information are punishable under Federal and State Law, and that the business may be removed from the Greater Dayton Premier Management (GDPM) vendor list for false statements of information. The undersigned also realizes that GDPM may verify any information provided by the vendor within this Section 3 Business Certification Form.

The vendor hereby waives and releases any right the vendor may have or assert against the Greater Dayton Premier Management by virtue of its reliance on information provided by outside investigatory or informational agencies. Vendor acknowledges that GDPM will include the business (if applicable) within its database for the applicable Section 3 category. Such information may be submitted to other vendors as a form or reference the vendor may utilize in order to meet its GDPM Section 3 requirements. Nothing contained with this Section 3 Certification Form is to be interpreted as a promise by Greater Dayton Premier Management to contract with the vendor.

\_\_\_\_\_ *(Name of Corporation)*

\_\_\_\_\_ *Signature of Authorized Representative*

By: \_\_\_\_\_ *(Please Print Name of Above Signed Representative)*

Title: \_\_\_\_\_

**MINORITY BUSINESS ENTERPRISE**  
**(MBE/WBE/DBE/SBE/Edge Cert./VBE)**

The following Proposal conditions apply to this Contract. Submission of a Proposal by a Proposer shall constitute full acceptance of these Proposal conditions:

**I. MINORITY OWNED BUSINESS PARTICIPATION (MBE/WBE/DBE/SBE/Edge Cert./VBE)**

Dayton Metropolitan Housing Authority (DMHA) has established a Minority Business Enterprise (MBE) goal for all construction projects, professional service contracts and for suppliers of goods and services. The MBE goals are: 25% of construction contract, 15% of professional service contracts and 15% of the purchases of goods, materials, supplies and services. DMHA receives funding from the Department of Housing and Urban Development (HUD). All HUD funds for the purchase of construction, renovation projects, goods, materials, supplies and services shall follow the procedures below. The above guidelines are applicable to MBE/WBE/SBE/DBE/VBE/EDGE.

General information contained in this section of the specifications, regarding DMHA's MBE requirements is detailed in the MBE plan. Copies of the plan are available upon request.

**I. DEFINITIONS:**

**Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business (DBE), Small Business Enterprise (SBE), Edge Certified (EDGE) and Veteran Owned Business (VBE).**

- A. MBE stands for **Minority Business Enterprise**. An MBE is defined as a business concern that is at least 51% owned by one or more individuals who are African American, Hispanic American, Native American, Asian-Pacific American or Asian-Indian American; and whose management and daily business operations are controlled by one or more of these owners.

MBE Resources available in the community:

**Ohio MBE Certification;**

<http://www.das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/Default.aspx>  
Equal Opportunity Division  
MBE Certification Office  
30 E. Broad St., 18th floor  
Columbus, Ohio 43215-3414  
(614) 466-8380; [www.MBE.ohio.gov](http://www.MBE.ohio.gov)

**City Of Dayton Minority Contractors Business Assistance Program (MCBAP);** <http://www.daytonmcbap.com/>

City of Dayton  
Minority Contractors Business Assistance Program  
201 Riverside Drive, Suite 1E Dayton, OH 45405-4956  
Phone: 937.223.2164  
Fax: 937.223.8495

**City of Dayton Human Relations Council;** Call 937-333-1403 or fax 937-222-4589 or visit <http://www.cityofdayton.org/departments/hrc/Pages/ContractCompliance.aspx>,

**Dayton Minority Biz**

40 South Main St. Suite 700, Dayton, Ohio 45402.  
Phone: (937) 660-4831; <http://www.daytonminoritybiz.com/>

**South Central Ohio Minority Supplier Development Council**

Crystal J. Davis, Director of Certification & Cincinnati Area Manager  
300 Carew Tower  
441 Vine Street  
Cincinnati, Ohio 45202  
Bus: 513.579.3104, Fax: 513.579.3101; <http://www.scomsdc.org>

- B. WBE stands for **Women Business Enterprise**. A WBE is defined as a business concern that is at least 51% owned by one or more women and whose management and daily business operations are controlled by one or more of these owners.

WBE resources available in the community:

**Ohio WBE Resources:**

<http://development.ohio.gov/Entrepreneurship/WomensBusinessResource.htm>

**City of Dayton Human Relations Council:**

<http://www.cityofdayton.org/departments/hrc/Pages/default.aspx>

**US SBA WBE Resources:**

<http://www.sba.gov/aboutsba/sbaprograms/onlinewbc/index.html>

**Women's Business Enterprise National Council**

<http://www.wbenc.org/Certification/>

Women's Business Enterprise National Council,  
1120 Connecticut Avenue, N.W. Suite 1000, Washington, DC 20036

- C. DBE stands for **Disadvantaged Business Enterprise**. A DBE is defined as a "**small business concern**" by the Small Business Administration, that is at least 51% owned by one or more socially and economically disadvantaged individuals and the management and daily business operations are controlled by one or more of these socially and economically disadvantaged owners. These firms are essentially the same as MBEs and WBEs except that the size of the firm is also a factor when determining its status. "DBE" is a federal term. Federally funded or federally-assisted projects use DBEs rather than MBEs and WBEs. The qualifying size of a firm depends on the type of industry.

DBE and SBE resources available:

[Ohio Department of Transportation, Division of Contract Administration](http://www.dot.state.oh.us/CONTRACT/) (**Construction** lists DBE-certified contractors):  
[www.dot.state.oh.us/CONTRACT/](http://www.dot.state.oh.us/CONTRACT/)

**Small Business Standards:**

<http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/index.html>

**SBA Certifications:**

<http://www.sba.gov/services/contractingopportunities/certifications/index.html>

- D. The State of Ohio's **EDGE program** provides an EDGE to small businesses by **Encouraging Diversity, Growth and Equity** in public contracting. EDGE is an assistance program for economically and socially disadvantaged business enterprises. To view a list of EDGE vendors: Visit the EDGE certification Web site at [www.das.ohio.gov/EDGE](http://www.das.ohio.gov/EDGE) for the latest list.

EDGE resources available: <http://www.das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/Default.aspx>

DMHA also encourage **Veteran Owned Businesses** to bid on procurement opportunities. To gain more information about Veteran Owned Businesses and to obtain appropriate certifications, please visit following websites.

<http://www.vetbiz.gov/>

<http://www.sba.gov/aboutsba/sbaprograms/ovbd/index.html>

You may also contact VetBiz through the following methods:

The Center for Veterans Enterprise  
1722 I Street, N. W. Washington, D.C. 20420  
Phone: 866.584.2344 OR 202-303-3260  
Email: [vip@mail.va.gov](mailto:vip@mail.va.gov); [www.vetbiz.gov](http://www.vetbiz.gov)

Mailing Address:  
U.S. Department of Veterans Affairs  
The Center for Veterans Enterprise (CVE)  
810 Vermont Avenue, N. W.  
Washington, D.C. 20420

**LIST OF PROPOSED MINORITY BUSINESS SUBCONTRACTORS AND SUPPLIERS**

The undersigned Proposed intends to subcontract with the following Minority Business Enterprises (MBE/WBE/DBE/SBE/Edge Cert./VBE) for this project.

**Please submit the information in full.** Use additional pages if needed.

**BUSINESS NAME:** \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax \_\_\_\_\_ E-mail: \_\_\_\_\_  
Type of Service: \_\_\_\_\_  
**Subcontract Dollar Amount (\$):** \_\_\_\_\_  
**Percent of Project (%):** \_\_\_\_\_

**CHECK ALL THAT APPLIES:** MBE  WBE  DBE  SBE  EDGE  VBE   
Subcontractor  Supplier

**BUSINESS NAME:** \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax \_\_\_\_\_ E-mail: \_\_\_\_\_  
Type of Service: \_\_\_\_\_  
**Subcontract Dollar Amount (\$):** \_\_\_\_\_  
**Percent of Project (%):** \_\_\_\_\_

**CHECK ALL THAT APPLIES:** MBE  WBE  DBE  SBE  EDGE  VBE   
Subcontractor  Supplier

**BUSINESS NAME:** \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax \_\_\_\_\_ E-mail: \_\_\_\_\_  
Type of Service: \_\_\_\_\_  
**Subcontract Dollar Amount (\$):** \_\_\_\_\_  
**Percent of Project (%):** \_\_\_\_\_

**CHECK ALL THAT APPLIES:** MBE  WBE  DBE  SBE  EDGE  VBE   
Subcontractor  Supplier

**BUSINESS NAME:** \_\_\_\_\_  
Address: \_\_\_\_\_ Contact Person: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax \_\_\_\_\_ E-mail: \_\_\_\_\_  
Type of Service: \_\_\_\_\_  
**Subcontract Dollar Amount (\$):** \_\_\_\_\_  
**Percent of Project (%):** \_\_\_\_\_

**CHECK ALL THAT APPLIES:** MBE  WBE  DBE  SBE  EDGE  VBE   
Subcontractor  Supplier

**GREATER DAYTON PREMIER MANAGEMENT  
400 WAYNE AVENUE  
P O BOX 8750  
DAYTON, OHIO 45401-8750**

**COST/BUDGET SUMMARY FORM**

SOLICITATION #: \_\_\_\_\_ Solicitation Name: \_\_\_\_\_

DESCRIPTION OF WORK: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

CONTRACTOR/BIDDER: \_\_\_\_\_

MATERIALS (SPECIFY MFR., MODEL#, ETC.)	UNIT COST	QUANTITY	TOTAL ITEM COST
<b>TOTAL MATERIALS COST:</b>			<b>\$ _____</b>

LABOR:

POSITION DESCRIPTION	ESTIMATED HOURS	RATE/HOUR	*COST OF LABOR
<b>TOTAL COST OF LABOR:</b>			<b>\$ _____</b>

*\*Cost of labor must include applicable prevailing wage*

TOTAL MATERIAL COST \$ \_\_\_\_\_  
 TOTAL DIRECT LABOR COST \$ \_\_\_\_\_  
 TOTAL DIRECT COST \$ \_\_\_\_\_  
 \_\_\_\_\_% OVERHEAD X DIRECT COST \$ \_\_\_\_\_  
 COST OVERHEAD & DIRECT COST \$ \_\_\_\_\_  
 \_\_\_\_\_% PROFIT X OVERHEAD & DIRECT COSTS \$ \_\_\_\_\_  
  
**TOTAL COST \$ \_\_\_\_\_**

SIGNED BY:

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

TABLE 5.1 MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

**Examination and Retention of Contractor's Records.** The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

**Right in Data and Patent Rights (Ownership and Proprietary Interest).** The PHA 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 the Contract.

**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.

**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.

**Termination for Cause and for Convenience (contracts of \$10,000 or more).**

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA 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: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA 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 (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) 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 PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer