



REQUEST FOR QUOTE Professional Services Less than \$250,000

Contract Name

Contract No.

Contract Term

Davis Bacon Apply?

Scope of Work

Contractor:

Please indicate if any of the following contract award preference apply: (for more information on whether your company is eligible for any of the following preference categories, please go to <https://www.gdpm.org/business-opportunities/diversity-certifications/> and GDPM Vendor Registration

Check at least one of the following:

Section 3 MBE/WBE Veteran None Apply

Name of Business:

Street Address:

Street Address Line 2:

City:

State:

Zip Code:

Contact Number:

E-mail:

Proposed Quote for
Services.
(Contractor may attach
Contractor's form of
Proposal)

By signing below, Contractor attests that he/she has the legal power, right, and authority to make this Agreement. Contractor agrees that if selected for the Contract Award, Contractor is qualified to perform all work necessary to complete the services as specified in the Contract Documents at Contractor's quoted price within the time period provided, if applicable. Further, Contractor has reviewed, acknowledges and accepts all GDPM Professional Services General Terms and Conditions; no other contract documents will be necessary. Unless otherwise specified in writing by GDPM on GDPM letterhead and signed by both parties, during the term of the Contract, if any provision within the Contract Documents is in conflict with, or inconsistent with any provision with the GDPM General Terms and Conditions, the GDPM General Terms and Conditions shall prevail. Terms that conflict with and/or are inconsistent with the GDPM General Terms and Conditions are hereby revoked, rejected and void, even if the contract documents containing such terms are executed after the GDPM General Terms and Conditions, this includes, but is not limited to indemnification, warranty, payment, order of precedence, and integration provisions. GDPM Contract Documents are available at [GDPM Development Contract Documents](#).

Contractor Signature

Date

GDPM Signature

Date

Project Overview:

GDPM is seeking proposals from qualified entities to provide the following detailed services:

Scope of Services:

Currently GDPM has approximately 2,000 applicants on the public housing waiting list. GDPM anticipates using a system to determine eligibility for approximately 3,000 adults per year.

Currently GDPM has approximately 15,000 active clients on the Housing Choice Voucher waiting list. GDPM anticipates using a system to determine eligibility for approximately 1200 adults per year.

GDPM's eligibility criteria include criminal history check, prior landlord checks and outstanding debts to other assisted housing programs. In order to increase efficiency and to ensure compliance with HUD and fair housing regulations, GDPM is seeking proposals from firms to provide an internet-based resident screening software to include the following:

- 1 Criminal Screening** – national, state, county and city level, including sex offender registry check
- 2 Eviction Screening/Landlord History** – nationwide checks for a comprehensive eviction history and a system to provide a comprehensive list of former known addresses for each subject search and any outstanding debts owed to HUD subsidized housing.
- 3 Background** – system that is compliant with the Fair Credit Reporting Act, verifying employment, income and validate Social Security Numbers
- 4 Training:** GDPM will require the proposer to conduct training sessions and seminars on to use the software.
- 5. Determining Criteria:** The system must have the ability to determine eligibility based on our criteria for both programs.

***Separate pricing shall be provided for Public Housing and Housing Choice Voucher programs. GDPM is requesting pricing for an initial 12 month contract and one 12 month renewal option; broken down in 12 month increments (see attached Cost Price Analysis). GDPM reserves the right to enter into a new contract option. Contract renewal options shall be based on vendor past performance, availability of funds and other factors deemed necessary and in the best interest of GDPM. The table below reflects services that are needed for each of the respective departments.**

Service	Price per adult (Public Housing)	Price per adult (Housing Choice Voucher)
Criminal Screening	✓	✓
Eviction Screening/Landlord History	✓	N/A
Background	✓	✓
Training	✓	✓
Determining Criteria	✓	✓

Time Table:

Action Items

October 14, 2022	Date RFQ issued
October 26, 2022	Deadline for written questions from all interested vendors
October 27, 2022	Deadline for written responses to vendors
November 9, 2022	Email Quotes to procurement@dmha.org
December 1, 2022	Anticipated start date

COST PRICE ANALYSIS

Company: _____ RFQ# 22-19
 Address: _____ RFQ Date: _____
 City: _____ State: _____ Zip Code: _____
 Prepared By: _____

COST BREAKDOWN SUMMARY

ITEM	1 st Yr. COST	2 nd Yr. COST	3 rd Yr. COST	ADDITIONAL INFORMATION
Administration Cost				
A. Criminal Screening				
B. Eviction Screening/Landlord History				
C. Background				
D. Training				
E. Determining Criteria				
F. Independent Cross Check Report				
Cost Per Month				
Cost Per Year				

Note:

The Housing Authority may request a more detailed breakdown prior to negotiation. The price and terms of the proposal will be held as firm-fixed period of 120 days from the closing date of the receipt of the quote.

Evaluation Factors:

NO.	FACTOR	MAXIMUM POINTS
1	The PROPOSED COSTS the proposer will charge GDPM to complete the required services.	20

<p style="text-align: center;">2</p>	<p>The proposer PROVIDED references from five organizations that include the following:</p> <ul style="list-style-type: none"> • Name of Organization • Contact Person(s) (list 2-3 names) • Email address of contact person(s) • Position with Organization 	<p style="text-align: center;">15</p>
<p style="text-align: center;">3</p>	<p>The proposer DESCRIBED their approach for internet-based resident screening software to include the following:</p> <p>Criminal Screening – national, state, county and city level, including sex offender registry check</p> <p>Eviction Screening/Landlord History – nationwide checks for a comprehensive eviction history and a system to provide a comprehensive list of former known addresses for each subject search and any outstanding debts owed to HUD subsidized housing.</p> <p>Background – system that is compliant with the Fair Credit Reporting Act, verifying employment, income and validate Social Security Numbers</p> <p>Determining Criteria: The system must have the ability to determine eligibility based on our criteria for both programs.</p>	<p style="text-align: center;">30</p>

4		The proposer provided resumes for training staff which clearly indicates staff experience with providing Resident Screening training	15
5		The PROPOSER PROVIDED A DETAILED training plan to conduct training sessions and seminars on the use of software which includes the following <ul style="list-style-type: none"> • Implementation schedule • Quick reference guide (available for review by evaluation team) 	20
		TOTAL POINTS	100
<u>Section 3 Participation Points</u>			
Category 1 Business	15 pt.	51% or more of the business is owned by public housing residents of a specific public housing community for which the Section 3 covered assistance is expended	15
Category 2 Business	12 pt.	51% or more of the business is owned by residents of a public housing community or communities within GDPM for which the Section 3 covered assistance is not being expended.	
Category 3 Business	9 pt.	<ul style="list-style-type: none"> • 51% or more of the business is owned by Section 3 eligible residents and/or • Will subcontract in excess of 25% of the total amount of subcontracts to category 1 or 2 Section 3 businesses 	
Category 4 and 5 Business	6 pt.	<p>Full time, permanent workforce includes 30% or more of Section 3 eligible residents.</p> <p>An entity selected to carry out HUD Youth Build program in Montgomery County in which Section 3 covered funding is expected.</p>	
Category 6 Business	3 pt.	Joint venture with inclusion of Section 3 business is a form of organization where: Section 3 business is responsible for a clearly defined portion of the work to be performed, holds management responsibilities	
Total Maximum Points			

GREATER DAYTON PREMIER MANAGEMENT

General Terms and Conditions

Professional Services not to exceed \$250,000

This Professional Services Agreement (the "Agreement") is entered into between the Dayton Metropolitan Housing Authority d/b/a Greater Dayton Premier Management ("GDPM") a body corporate and politic, organized and existing under that laws of the State of Ohio and Contractor for the purposes of Contractor providing services to GDPM. Hereinafter, GDPM and Contractor are collectively referred to as the "Parties".

NOW THEREFORE, in exchange for mutual consideration the Parties agree to the following general terms and conditions:

1. **Services:** Contractor agrees to perform and carry out in a prompt, satisfactory, and professional manner all necessary services required to fulfill the obligations as set forth in the Scope of Work provided to Contractor. Additionally, the services, materials, and products provided for by Contractor are limited to the services, materials, and products as set forth in the Scope of Work. The contents of the solicitation, Contractor's quotes amount and this Agreement will become contractual obligations if Contractor is awarded the Contract. Failure of Contractor to accept the terms and conditions contained herein may result in termination of this Agreement, may subject Contractor to the liquidated damages provision contained herein and Contractor may be removed from future GDPM contracting opportunities.
2. **Contract Term:**
 - 2.1. This Agreement shall become effective upon the date indicated by GDPM in its acceptance of quote/notification of contract award. If the notification and/or solicitation documents include an option to renew the contract, GDPM may, in its sole discretion, exercise said option(s) upon the expiration of this Agreement. However, at no time, may the term of this Agreement exceed five years.
 - 2.2. All Work will commence upon authorization of GDPM. All Work shall proceed in a timely manner without delays. The Contractor shall perform said Work in accordance to the terms and conditions provided for and agreed upon herein
3. **Mandatory HUD Terms:** Parties acknowledge and agree that *Form HUD-5370-C General Conditions for Non-Construction Contracts Section 1* contains the mandatory terms prescribed by the United States Department of Housing and Urban Development and that said terms are incorporated into this Agreement, attached hereto, and may not be modified or amended. Any term hereinafter, including, without limitation, any provisions contained in Contractor's Solicitation Response and/or any other contract documents, even if signed by GDPM, that conflict with the terms set forth in *Form HUD-5370-C General Conditions for Non-Construction Contracts Section 1* is void and unenforceable.
4. **Mandatory Housing Authority Terms:** Parties acknowledge and agree that this Agreement contains *GDPM's Professional Services Agreement General Terms and Conditions* and contains mandatory terms as set-forth by GDPM and said terms shall not be modified or amended without the express written approval of GDPM's Contracting Officer and without such approval the terms as forth in this Agreement are in full

force and effect. Any term(s) hereinafter including, without limitation, any provisions contained in Contractor's Solicitation Response and/or any other contract documents, that conflict with the terms as set forth in this Agreement is void and unenforceable. Any Provision(s) contained within the *GDPM Professional Services Agreement General Terms and Conditions* that is similar to any provision(s) or has the same or similar heading of any provision(s) of *Form HUD-5370-C General Conditions for Non-Construction Contracts Section I* shall be considered supplemental provisions and are binding. Any Conflict in the language is unintentional and the HUD Provision(s) shall be applicable.

5. Subject to Appropriation of Funds: GDPM's funds are contingent upon the availability of lawful appropriations by the United States Congress and the United States Department of Housing and Urban Development. If the United States Congress and/or the United States Department of Housing and Urban Development fail at any time to continue funding for the payments or obligation due hereunder, the Work under this Contract that is affected by the lack of funding will terminate and GDPM will have no further obligation to make payments and will be released from its obligations on the date funding expires.

6. Compensation and Payment:

6.1. GDPM will pay Contractor directly at the rate specified in the Contractor's proposal in approximately thirty (30) days of receipt of a properly completed and accepted invoice. If Contractor fails to satisfactorily comply with any term or condition of this Agreement, GDPM may, in its sole discretion, withhold payments claimed by Contractor for services rendered. No payment will be made for incomplete, inaccurate, or defective work. GDPM shall not pay any fees or payments that are putative in nature and/or are not

contemplated in this Agreement, including, without limitation, one-time fees, recurring fees, staging fees, training fees, annual fee increases, early termination fees, late fees and/or additional miscellaneous fees.

6.2. Unless expressly specified in the Contract Documents, the unit prices reflected in the accepted Request for Quote Form shall remain firm with no provision for price increases during the term of the Contract.

6.3. Contractor must submit an original invoice to the office designated to Contractor by GDPM. To be a proper invoice, the invoice must include a description of services, an invoice number, a purchase order number and the date(s) services were provided.

6.4. GDPM shall not be obligated or be liable for any costs incurred prior to award of contract. All costs to submit and prepare a response to the solicitation documents shall be borne by the Proposer/Bidder.

7. Warranties and Representations: Contractor represents and warrants that its services and materials provided for under the terms of this Agreement will be of good quality and consistent with the professional skill and care ordinarily provided by professionals performing the same or similar service and such services and materials shall be provided in accordance with generally accepted industry standards. Additionally, Contractor represents and warrants the following:

7.1. Contractor has the right to enter into this Agreement.

7.2. All services, materials and products provided for under this Agreement are provided in accordance with the sound professional standards and the

requirements of this Agreement and without any material defect.

- 7.3. No services or materials provided for by Contractor under this Agreement will infringe upon the intellectual property rights of any third party.
- 7.4. All services, materials and products provided for hereunder are merchantable and fit for the particular purpose described in this Agreement.
- 7.5. Contractor has the right and ability to grant the license for any materials and/or products in which title does not pass to GDPM.
- 7.6. Contractor will observe and abide by all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any license(s), permit(s) or the like required to provide the services and materials under this Agreement.
- 7.7. Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Agreement.
- 7.8. Contractor warrants that all equipment, mechanical devices, hardware and software or other type of physical machinery ("equipment") fully complies with all governmental and environmental safety standards applicable to such equipment. The Contractor also warrants that the equipment will perform substantially in accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such equipment, and that such equipment will achieve any function described in such writings.

If any services of Contractor or any materials or products provided for by Contractor fail to comply with these representations and/or warranties, and Contractor is so notified in writing, Contractor shall either 1) correct such failure with all due speed, or 2) shall refund the amount of compensation paid for the services, materials or products. Contractor shall also indemnify GDPM for any direct damages and claims by third parties based upon a breach of these warranties.

8. **Non-Exclusivity:** This Agreement is a non-exclusive agreement. GDPM specifically reserves the right to contract with other entities for the services described in the Contract Documents or for similar services if it deems, in its sole discretion, such action to be GDPM's best interest.
9. **Indemnity:** Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless GDPM and its officers, employees and agents for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities including all costs and expenses and fees of litigation that arise directly or indirectly from any acts or omissions related to this Contract performed or omitted by Contractor or its agents, and/or employees and includes, but is not limited to, privacy related claims.

Contractor will also indemnify GDPM and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any copyright, patent, trade secret, or similar intellectual property right based upon GDPM's proper use of any products or supplies under this Contract. This obligation of indemnification will not apply where GDPM has modified or misused the products or supplies and the claim of infringement is based upon the modification or misuse. GDPM agrees to give Contractor notice of any such claim as soon as reasonably practicable and to give Contractor the

authority to settle or otherwise defend any such claim upon consultation with and approval by GDPM's General Counsel. If a successful claim of infringement is made, or if Contractor reasonably believes that an infringement claim that is pending may succeed, Contractor shall take one of the following four actions:

- 9.1. Modify the service(s), material(s) and/or product(s) so that the service(s), materials(s), and/or product(s) are no longer infringing.
- 9.2. Replace material(s) and/or product(s) with an equivalent or better item.
- 9.3. Acquire the right for GDPM to use the infringing service(s), material(s) and/or product(s) as intended; or
- 9.4. Cease the related service(s) and/or remove the material(s) and/or product(s) and refund any amount GDPM paid for the service(s), material(s) and/or products(s) that required the availability of the infringing material(s) and/or product(s) for it to be useful to GDPM.

Nothing contained in this provision shall be construed to limit any indemnity obligations of Contractor as set forth within the provisions of the Contract Documents.

It is agreed and understood that in no event shall any GDPM official, officer, employee, or agent be held personally liable or responsible for any covenant or agreement whether expressed or implied.

It is acknowledged and agreed that GDPM has no authority to provide guarantees, indemnifications, rights of set off, or other pledges involving assets of any Public Housing Project as defined in the HUD Annual Contributions Contract between GDPM and HUD ("Annual Contributions Contract"), or other asset of GDPM, including any assets related to the

federal programs administered by GDPM. Accordingly, except as approved by HUD in writing, it is acknowledged that there is no legal right of recourse against (1) any GDPM Public Housing Project; (2) any operating receipts, as the term operating receipts is defined in the Annual Contributions Contract, HCV receipts or GDPM Capital Funds; (3) any GDPM public housing operating reserve as reflected in GDPM's annual operating budget and required under the Annual Contributions Contract; or (4) any other asset of GDPM related to the U.S. Housing Act of 1937, as amended. Should any assets of GDPM be identified at a later date as meeting the criteria set forth above, any guarantees, indemnifications, rights of set off, or other pledges involving those assets will be deemed null, void, and unenforceable.

10. Insurance:

10.1. Contractor shall obtain and maintain during the performance of any services under this Agreement the following insurance and the amount of such coverage shall be in an amount to cover all indemnity obligations and shall include, but not necessarily be limited to, the following:

10.1.1. Commercial general liability insurance, including a contractual liability endorsement, in an amount not less than: \$1,000,000 each occurrence; \$2,000,000 general aggregate; \$50,000 damage to premises and fire damage; and \$5,000 medical expenses for any one person.

10.1.2. Professional liability and/or "errors and omissions" coverage with a limit not less than \$1,000,000.

10.1.3. Automobile Liability Insurance with GDPM named as an additional insured with minimum limits as follows: \$1,000,000 combined single limit; \$50,000/\$100,000 for vehicles utilized during the contract when not owned

by the Contractor; \$5,000 medical pay.

10.1.4. Workers' Compensation Insurance as required by state statute and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of this Contract.

10.1.5. Excess Liability Insurance (Umbrella Policy): may compensate for a deficiency in general liability or automobile insurance coverage limits.

10.2. The coverages provided to GDPM shall be primary and not contributing to or in excess of any existing GDPM insurance coverages.

10.3. The Insurance shall contain provisions preventing cancellation or non-renewal without at least 45 days' notice to GDPM and stating that the carrier will waive all rights of recovery, under subrogation or otherwise, against GDPM, its office, agents, employees or Board of Commissioners.

10.4. Contractor shall provide certificates evidencing the coverage required herein to GDPM upon execution of this Agreement and annually, thereafter, evidencing renewals thereof. At any time during the term of this Agreement, GDPM may request, in writing, and the Contractor shall thereupon, within 10 days, supply to GDPM evidence satisfactory of its compliance.

11. **Limitation of Liability:** Notwithstanding any limitation provisions contained in the Contract Documents and materials incorporated by reference, the Parties Agree as follows, unless specified otherwise in this Agreement:

11.1. In no event shall GDPM be liable for any indirect, incidental, or consequential loss or damage of any kind, including but not

necessarily limited to loss of profits or anticipated profits and loss of data, arising from, or in connection with, its use, performance or nonperformance, even if GDPM had been advised, knew or should have known of the possibility of such damages.

12. **Amendments:** No oral representations will be made as to the meaning of the Contract Documents. No amendment or modification of this Agreement will be effective unless it is in writing, on GDPM letterhead and signed by both Parties. At no time shall an amendment or modification be effective that conflicts with any mandatory provision set forth in *Form HUD-5370-C General Conditions for Non-Construction Contracts Section I*.

13. **Confidentiality:** Contractor will be privy to sensitive information, documents, data, records, or other material that is confidential under this Agreement. Contractor may not disclose any information obtained by it as a result of this Agreement without the express written permission of GDPM. Contractor shall assume that all information, documents, data, records, or other material provided for under this Agreement is confidential.

13.1. The Contractor will be liable for the disclosure of any confidential information. The Parties agree that the disclosure of confidential information obtained under this Agreement may cause GDPM and/or its officers and/or employees irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of such breach, GDPM shall be entitled to temporary and permanent injunctive relief to enforce this provision without the necessity of proving actual damages. This provision shall not, however, diminish or alter any right to assert claims and/or to recover damages.

13.2. When applicable, Contractor agrees to complete with the Privacy Act of 1974 and all rules and regulations issued under the Privacy Act of 1974.

14. Ohio Public Records Law: Correspondence, materials and documents received or produced pursuant to the work related to this Agreement/Solicitation may become public records subject to the provisions of Ohio Public Records access law.

15. Publicity: Contractor agrees to submit to GDPM all advertising and publicity related matter relating to this Agreement wherein GDPM's name is mentioned or language used from which the connection of GDPM's name may, in GDPM's judgment, be inferred or implied. Contractor shall not publish or use such advertising and publicity matters without prior express written consent of GDPM.

16. Non-Waiver of Rights: If either party does not seek compensation for breach or insist upon strict performance of any provision of this Agreement, that Party is not prevented from seeking compensation or insisting upon strict performance for a future breach of the same or similar provision. Failure of GDPM to take any action or to assert any right hereunder shall not be deemed a waiver of such right.

17. Taxes: GDPM is exempt from state and local sales tax and does not agree to pay any taxes.

18. Remedies: GDPM may pursue any remedy available under law, including, but not necessarily limited to the following:

18.1. Actual Damages: Contractor is liable to GDPM for all actual and direct damages caused by Contractor's default. In the event Contractor fails to provide services or material as provided for in the Contract Documents, GDPM may substitute the services and/or material from a third party.

GDPM may recover the costs associated with acquiring substitute services and/or materials, less any expense or costs saved by Contractor's default, from Contractor.

18.2. Liquidated Damages: If actual or direct damages are uncertain or difficult to determine, GDPM may recover liquidated damages in the amount of 1% of the total value of this Agreement as contemplated within the Contract Documents for every day that the default is not cured by the Contractor. Additionally, if the default is the result of a breach contemplated for in Provision 1 of this Agreement and such default leads to the necessity for GDPM, as determined by GDPM, to re-solicit for the services, materials, and/or products contemplated for under this Agreement, Contractor shall pay to GDPM the sum of \$2,200 for such costs related to the re-solicitation and procurement of another provider. Parties agree that this sum reasonably reflects the cost associated with the re-solicitation contemplated for under this Provision.

18.3. Deduction of Damages from Contract Price: Upon prior written notice being issued to the Contractor, GDPM may deduct all or any part of the damages resulting from Contractor's default from any part of the price still due on this Agreement.

19. Contractor Suspension and Debarment: If Contractor fails to perform any one of its obligations under the Contract Documents it will be in default and GDPM, at its sole discretion, may suspend rather than terminate this Agreement when GDPM believes that doing so would better serve its interest. In case of a suspension, the amount of compensation due to Contractor will be determined in the same manner as provided for in the Termination provision(s) set forth in *Form HUD-5370-C General Conditions for Non-Construction*

Contracts Section 1 less any damage to GDPM resulting from Contractor's breach or other default.

Further, a contract award shall not be made available to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

20. Contractor Performance Evaluation and Monitoring: GDPM, with the cooperation of the Contractor, may complete periodic monitoring and evaluation activities. GDPM may evaluate the Contractor's Performance at any time including without limitation during the term of the contract, prior to exercising an option, and/or after completion of the Contract Work or Contract Term. GDPM will retain the evaluation. The Contractor may request a copy of the completed evaluation(s). If the Contractor wishes to comment or take exception to any rating or remark, the Contractor shall send a response in writing to GDPM within 30 days of Contract Completion and/or Termination.

GDPM may use the evaluation(s) in determining the responsibility of the Contractor for award of future contracts. Poor evaluations may lead to a determination that Contractor is not responsible, and therefore ineligible for award of future contracts for a period of not less than one year.

GDPM may request information from the Contractor for use in evaluating a subcontractor. If information is requested, the Contractor shall comply in a timely and responsive manner.

If a breach of the Contract is committed by the Contractor or is attributable to a Subcontractor, that breach may be used in the responsibility analysis of the Contractor and/or Subcontractor (where applicable) for future contracts or subcontracts for a period of 5 years after the date of the breach unless said breach results in Contractor being placed on debarment list, then for the period provided therein.

21. Additional Services/Purchases by Other Public Agencies ("Piggy-Back"): Contractor acknowledges that other Public Agencies may seek to "Piggy-Back" under the same terms and conditions, during the effective period of Agreement. The services and/or purchases being offered in the Contract Documents, Fee Submission and/or Best and Final Offer and for the same prices and/or terms proposed therein. Contractor has the option to agree or disagree to allow contract Piggy-Backs on a case-by-case basis. Before GDPM permits another Public Agency to Piggy-Back any contract, GDPM shall first obtain the awarded Contractor's approval. Without the Contractor's approval, GDPM cannot permit the requesting Public Agency the right to Piggy-Back. In the event the awarded Contractor allows another Public Agency to join the GDPM Contract, it is expressly understood that GDPM shall in no way be liable for the joining Public Agency obligations to the awarded Contractor in any manner whatsoever.

22. Survivorship: All provisions hereunder relating to payment, confidentiality, warranties, limitations on damages, publicity, choice of law, and indemnity shall survive the termination of this Agreement.

23. Governing Law: This Agreement shall be governed and construed exclusively by its terms and by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the court of appropriate jurisdiction in Montgomery County, Ohio.

- 24. Federal Requirements:** The Work to be performed under this Agreement will be paid for in part by federal funds and therefore is subject to federal statutes, rules, regulations, laws, orders and directives applicable to work paid for by federal funds. In the event an applicable federal requirement conflicts with any provision of the Contract Documents, the federal requirement shall prevail and take precedence over and against such conflicting provisions. Federal requirements may include, but is not limited to:
- 24.1. Any applicable federal Drug-Free Workplace requirements,
 - 24.2. Executive Order 11061, as amended which directs the Secretary of HUD to take all action necessary and appropriate to prevent discrimination by agencies that utilize federal funds;
 - 24.3. The Civil Rights Act of 1964; as amended
 - 24.4.
 - 24.5. The Age Discrimination Act of 1975, as amended;
 - 24.6. Anti-Drug Abuse Act of 1988, as amended;
 - 24.7. HUD Bulletin 909-23.
 - 24.8. The American with Disabilities Act, as amended;
 - 24.9. The Byrd-Anti-lobbying Act Amendment (31 U.S.C. 1352), as amended;
 - 24.10. Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135);
 - 24.11. For prime construction contracts in excess of \$2,000, the Davis Bacon Act (40 U.S.C. 3141-3148), as amended and 29 CFR Part 5; and
 - 24.12. The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution control Act (33 U.S.C. 1251-1387), as amended.
- 25. State Requirements:** GDPM is an Ohio Political Subdivision and is subject to certain state requirements. Therefore, the work to be performed under this Agreement may subject to

state statutes, rules, regulations, laws, orders and directives applicable to public subdivisions. In the event an applicable state requirement conflicts with any provision of the Contract Documents, unless federal preemption applies, the state requirement shall prevail and take precedence over and against such conflicting provisions. State requirements may include, but are not limited to, any drug-free workplace requirements. Contractor agrees to abide by all State Requirements.

- 26. Force Majeure:** Neither party shall be liable for failure to perform if such failure is caused by conditions beyond its control including, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and delays in delivery of materials. In the event a Force Majeure occurs, the party injured by the other's inability to perform may suspend the Agreement, in whole or in part, for the duration of the Force Majeure events. The party experiencing the Force Majeure event shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of the Force Majeure on the injured party, which may include locating and arranging substitute services if necessary. .
- 27. Severability:** If any provision of this Agreement is determined by a court having appropriate jurisdiction to be unenforceable to any extent, the rest of the provisions of this Agreement and the Contract Documents will remain enforceable to the fullest extent permitted by law.
- 28. Ownership and Use of Documents:** All documents, materials, data, and records generated as a result of this Agreement shall remain the property of GDPM. If this Agreement results in any material to be copyrighted, the author may copyright the work. However, GDPM and the United States Department of Housing and Urban Development will have the right to a royalty free, nonexclusive and irrevocable license to reproduce, publish, use and authorize others to use the work for government purposes.

29. Entire Agreement & Order of Precedence: This Agreement and the Contract Documents specified below and incorporated by reference constitute the entire agreement between the parties and supersede any prior understanding among them. The term "Contract Documents" shall include the documents listed in this Provision 27. Each of the Contract Documents is an essential part of the agreement between the Parties, and a requirement occurring in one is as binding as though occurring in all. The Contract Documents are intended to be complementary and to provide for the entire agreement. In the event of any conflict among the Contract Documents, the order of precedence shall be:

- 29.1. Applicable Federal and State of Ohio statutes and regulations
- 29.2. Form HUD-5370-C General Conditions for Non-Construction Contracts
- 29.3. This Agreement
- 29.4. Related GDPM purchase orders, GDPM notice of contract commencement/award and accompanying contract supplemental terms
- 29.5. The Contractor's Fee Submission and/or Best and Final Offer
- 29.6. Contractor's Proposal subject to any limitations set forth in this Agreement
- 29.7. Contractor form of Agreement, if applicable
- 29.8. Other Documents incorporated by reference (if applicable)

30. Additional Terms and Conditions: No additional terms and conditions included with Contractor's Proposal that modify the order of precedence as listed above, and/or that impose additional liability(ies), obligation(s), or indemnity(ies) upon GDPM, and/or that limit the liability(ies), obligations, or indemnity(ies) of Contractor shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this Agreement. If any additional term conflicts with the terms or intent of this Agreement, such term(s) is void and unenforceable. If additional terms and conditions are submitted either purposefully through intent or design or inadvertently appearing separately in

transmitting letters, specifications, boilerplate agreements, literature, price lists or warranties, it is understood and agreed the general terms and conditions in this Agreement are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this.

If Contractor, in the ordinary course of its business, requires any type of or form of agreement that provides for Contractor's general terms and conditions and such term(s) and condition(s) are contrary to or conflict with any term(s) or conditions(s) provided for herein, Parties unequivocally acknowledge and agree that the term(s) and condition(s) provided for herein shall take precedence and prevail including, but not limited to, instances when 1) the Contractor's form of agreement is signed subsequent to Contractor's Proposal submission and/or 2) the Contractor's form of agreement expressly states that its terms and provisions take precedence and/or supersedes all other Contract Documents. Such terms and conditions will effectively be void and unenforceable. Although, such terms and conditions may remain in Contractor's form of agreement, Parties acknowledge and agree that said terms and conditions have no effect, are void and are hereby expressly rejected.

31. Contract Award/Commencement: Upon submittal of its response to GDPM's Solicitation, Contractor is accepting the terms of this Agreement. Unless expressly specified in GDPM's acceptance of Contractor's quote, upon issuance of award to Contractor GDPM is accepting Contractor's offer contained in the quote/proposal form. No **other contractual documents will be necessary or accepted** unless specifically expressed in the notification of award.



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



Supplemental Instructions to Contractors for Section 3 Compliance (sec3-008)

Section 3 is a part of the U.S. Department of Housing and Urban Development (HUD) Act of 1968. This Act and HUD Regulation **24 CFR Part 135** ensures that employment and other economic opportunities generated by certain HUD financial assistance shall be directed to public housing residents, individuals of low to very low income, and to business concerns that provide economic opportunities to these individuals. Current contract is under regulation of 24 CFR part 135.

GDPM Section 3 Goals

All contractors and subcontractors shall take necessary actions to the greatest extent feasible to meet the following goals. **GDPM expects a responsive Contractor to show its commitment to and compliance with Section 3 goals on each project as outlined within the below requirements and documentation.**

Section 3 Employment Goals		
Contractors and any Tier Subcontractors	New Hires and Trainees	Minimum 30% of workforce
Section 3 Contracting Goals		
Contractors Any Tier Subcontractors (construction)	Subcontract Awards	Minimum 10% of the total dollar amount of contract
Contractors and Any Tier Subcontractors (non-construction; professional services)	Subcontract Awards	Minimum 3% of the total dollar amount of contract

GDPM Award Process and Contractor Commitment to Section 3 Goals

Procurement under the competitive proposals method of procurement (Request for Proposals (RFP)).

A Request for Proposals (RFP) shall identify all evaluation factors (and their relative importance) to be used to rate proposals. One of the evaluation factors shall address both the preference for Section 3 business concerns and the acceptability of the strategy for meeting the greatest extent feasible requirement (Section 3 strategy), as disclosed in proposals submitted by all business concerns (Section 3 and non-Section 3 business concerns). This factor shall provide for a range of 15 to 25 percent of the total number of available points to be set aside for the evaluation of these two components. The contract award shall be made to the responsible firm (either Section 3 or non-Section 3 business concern), whose proposal is determined most advantageous, considering price and all other factors specified in the RFP.

Procurement by sealed bids (Invitations for Bids).

An award shall be made to the qualified Section 3 business with the highest priority ranking and with the lowest responsive bid if that bid:

- (A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and
- (B) is not more than "X" higher than the total bid price of the lowest responsive bid from any responsible

	x=lesser of:
When the lowest responsive bid is less than \$100,000.	10% of that bid or \$9,000.
When the lowest responsive bid is:	
At least \$100,000, but less than \$200,000.	9% of that bid, or \$16,000.
At least \$200,000, but less than \$300,000.	8% of that bid, or \$21,000.
At least \$300,000, but less than \$400,000.	7% of that bid, or \$24,000.
At least \$400,000, but less than \$500,000.	6% of that bid, or \$25,000.
At least \$500,000, but less than \$1 million.	5% of that bid, or \$40,000.
At least \$1 million, but less than \$2 million.	4% of that bid, or \$60,000.
At least \$2 million, but less than \$4 million.	3% of that bid, or \$80,000.

At least \$4 million, but less than \$7 million.	2% of that bid, or \$105,000.
\$7 million or more.....	1\1/2\% of the lowest responsive bid, with no dollar limit.

If no responsive bid by a Section 3 business concern meets the requirements above, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

Bid/Proposal Phase

Bidder/offoror not claiming a section 3 preference:

1. Bidder/offoror not claiming a Section 3 preference during the bid/proposal phase shall submit the following forms with their bid/offor. Failure to complete, execute, and submit all forms will render the bidder/offor non-responsive and their bid/offor will not be considered.

- Form sec3-001b, List of Current (pre-bid) Employees
- Form sec3-001e, Section 3 Strategy Commitment and Compliance Assessment

2. **Bidder/offoror claiming a Section 3 Business Concern preference:**

A bidder/offoror claiming a Section 3 Business Concern preference must submit Section 3 required certification. To qualify, the party wishing to claim a Section 3 preference shall complete the following forms and submit them either prior to or with the bid/offor for which qualification is sought:

- sole proprietorship, partnership, corporation, or joint venture claimed on the subcontractor list
- Form sec3-001b, Section 3 Employee List and all required supporting documentation
- Form sec3-001d, Section 3 Contractor or Subcontractor Payroll Report (this list must demonstrate that 25% of the total dollar amount of all subcontracts to be awarded to Section 3 business concerns)
- Form sec3-001e, Section 3 Strategy Commitment and Compliance Assessment
- 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)
- 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 all individuals, sole proprietorships, partnerships, corporations, or joint ventures with a 51% ownership claiming a Section 3 preference

- Form sec3-001a, Section 3 Business Concern Application and all required supporting documentation
- Form sec3-001b, Section 3 Employee List and all required supporting documentation
- Form sec3-001e, Section 3 Strategy Commitment and Compliance Assessment

For businesses claiming 30% of their 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

- Form sec3-001a, Section 3 Business Concern Application
- Form sec3-001b, Section 3 Employee List and all required supporting documentation
- Form sec3-001c, Section 3 Contractor or Subcontractor Payroll Report completed for each F/T employee who has been employed at least one month. This includes all employees of the company
- Form sec3-001e, Section 3 Strategy Commitment and Compliance Assessment
- 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)
- 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)

For businesses 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

- Form sec3-001a, Section 3 Business Concern Application and all required supporting documentation for each individual,

For a Section 3 joint venture as an association of business concerns, one of which qualifies as a Section 3 business concern, formed by written joint venture agreement to engage in and carry out a specific business venture. As a part of joint venture, Section 3 business concern must be:

1. Responsible for a clearly defined portion of the work to be performed and hold management responsibilities in the joint venture; and
2. Performing at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

If there is any question about the validity of a joint venture, GDPM shall request a copy of the joint venture agreement and verify its legitimacy.

- Form sec3-001a, Section 3 Business Concern Application and all required supporting documentation
- Form sec3-001b, Section 3 Employee List and all required supporting documentation
- Form sec3-001e, Section 3 Strategy Commitment and Compliance Assessment

Completing the Section 3 Strategy Commitment

In completing the Section 3 Strategy Commitment, the bidders/offoror's efforts shall be directed towards identifying methods to achieve success under this program, as opposed to documenting the reasons why success was not achieved. Some examples of good faith efforts include, but are not limited to the following:

Hiring:

Target recruitment of GDPM residents for training and employment by taking steps such as:

- Prominently placing a notice of commitments under Section 3 at the project site or other places where applications for training and employment are taken
- Contacting local job training centers, employment service agencies, and community organizations

- Developing on-the-job training opportunities or participating in job training programs
- Contacting GDPM, GDPM resident councils, GDPM resident management corporations, and GDPM residents
- Contacting GDPM for a list of agencies that may be able to provide assistance regarding opportunities for training, which can be utilized on this contract
- Advertising in the local media
- Keeping a list of Section 3 area residents who apply on their own or by referral for available positions
- Sending to labor organizations or representatives of workers with whom the recipient, contractor, or subcontractor has a collective bargaining agreement or other understanding, a notice about contractual commitments under Section 3
- Selecting Section 3 area residents, particularly GDPM residents, for training and employment positions
- Providing an ongoing monitoring of the program by the contractor and its subcontractors to ensure compliance and to identify problems or difficulties in meeting the requirements, and implement strategies to overcome the problems. Where problems or difficulties in meeting the goals are encountered, taking aggressive efforts to rectify the matter. Such action shall include, but not be limited to, convening a meeting with GDPM to advise it of the problems and proposed solutions. GDPM will offer its assistance whenever possible.

Contracting:

Target recruitment of Section 3 business concerns by taking such steps as:

- Contacting Section 3 business concerns in GDPM's directory
- Prominently placing a notice of commitment relative to Section 3 contracting at the project site and other appropriate places
- Contacting GDPM for a list of certified firms
- Contacting other organizations which might be helpful in identifying Section 3 business concerns
- Advertising in the local media
- Dividing total work into smaller sub-tasks (i.e. by floor)
- Using multiple firms for the same type of work (i.e. two drywall subcontractors or several plumbing suppliers)
- If necessary to meet the program objectives, exercising flexibility in utilizing Section 3 business concerns in other or additional areas than initially proposed
- Providing ongoing monitoring of the program by the contractor and its subcontractors to ensure compliance and to identify problems or difficulties in meeting the requirements, and implement strategies to overcome the problems. Where problems or difficulties in meeting the goals are encountered, take aggressive efforts to rectify the matter. Such action shall include, but not be limited to convening a meeting with GDPM to advise it of the problems and proposed solutions. GDPM will offer its assistance whenever possible.

Pre-Award Phase

Subsequent to the submission of bids/proposals, but prior to contract award, contractors may be requested to provide additional

information regarding the submissions required in the Bid/Proposal Phase. Such requests may be made in instances where the contractor does not show sufficient detail in its required Section 3 Strategy Commitment, where the contractor's required submissions do not reflect achievement of the minimum stated goals, where the contractor has not identified the name of the Section 3 subcontractor(s) in the required submissions, or where it is deemed necessary by GDPM's Contracting Officer.

Contract Award Phase

As a condition of contract award, the contractor shall be required to enter into a Section 3 Memorandum of Understanding delineating the "greatest extent feasible" efforts required of the contractor during the term of the contract. Form sec3-009, Section 3 Memorandum of Understanding shall be used.

Contract Performance Phase

GDPM shall monitor and evaluate the contractor's Section 3 compliance towards achieving the numerical goals relative to Section 3 employment, training, and contracting on a **monthly basis** throughout the contract period. The contractor shall be responsible for providing the following reports to GDPM, which shall be submitted no later than 4:30 p.m., on the first business day of each month throughout the contract period:

- Form sec3-010, Contractor's Section 3 Employment and Training Compliance Report

The contractor shall also ensure that for each Section 3 resident hired, form sec3-002a, Section 3 Resident Preference Claim and form sec3-002b, Section 3 Resident or Employee Household Income Certification are completed and submitted to GDPM. These forms shall be completed by the resident and submitted to GDPM by the contractor with the monthly reports listed above.

The contractor shall be responsible for monitoring the compliance of any tier subcontractors. In doing so, the contractor shall require monthly reports from its lower tier subcontractors in the formats provided.

Determination of Compliance

Contractors and their subcontractors may demonstrate compliance with Section 3 by meeting the commitments stated on the Form sec3-001e, Section 3 Strategy Commitment and Compliance Assessment and by meeting the employment and contracting numerical goals set forth above. Contractors who do not meet their commitment **shall have the burden of demonstrating through the submission of supporting documentation why it was not feasible to meet the numerical goals.** It is expected that contractors who put forth a good faith effort will be successful in meeting the goals relative to Section 3 employment and contracting.

Effects of Non-Compliance

Contractors that do not meet the numerical goals set forth herein have the burden of demonstrating why it was not feasible to meet the goals. GDPM shall consider documentation provided by the contractor evidencing impediments encountered despite actions taken to comply. Such evidence shall be subject to the satisfaction of GDPM. The documentation may be subject to the examination of GDPM's Board of Commissioners prior to the award of any future contract awards. **Contractors found not to be in compliance with the provisions of Section 3 may be deemed ineligible for future contract awards with GDPM or at least be subject to business suspension from doing business with GDPM for one to three years.**

For complete set of forms please visit: <http://www.gdpm.org/doing-business-with-gdpm/section-3-overview/section-3.html> For any questions on Section 3, please e-mail procurement@gdpm.org or mail

Section 3 Compliance Office

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

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

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

DMHA has established a minimum goal of twenty five (25) percent of the contract amount being directed toward Minority Business Enterprise participation in the contract. DMHA's policy to achieve this goal is to ensure that DMHA (or its contractors) maximize opportunities for MBE participation. To achieve this goal, contractors are encouraged to engage in joint ventures with MBEs, to include MBEs as subcontractors, to seek and utilize information on MBE participation through DMHA and to undertake other initiatives that enhance opportunities for MBEs.

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.

II. DEFINITIONS:

Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Disadvantaged Business or Small Business Enterprise (DBE/SBE), Edge Certified 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://das.ohio.gov/eod/EODMBEOff.htm>

Equal Opportunity Division
MBE Certification Office
30 E. Broad St., 18th floor
Columbus, Ohio 43215-3414
(614) 466-8380
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/default.aspx>,

Dayton Minority Biz

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

- 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/SBE resources available:

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

Small Business Standards:

<http://www.sba.gov/services/contractingopportunities/sizestandardstopics/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 for the latest list.

EDGE resources available: <http://das.ohio.gov/eod/Edge/>

- E. 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
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

**PROCEDURES AND GUIDELINES FOR MINORITY BUSINESS ENTERPRISE (MBE)
PARTICIPATION ON GDPM PROJECTS INCLUDING CONSTRUCTION, GOODS AND
SERVICES**

Greater Dayton Premier Management (GDPM) 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. GDPM 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.

A Good Faith Effort

A Good Faith Effort must be shown on each project or purchase regardless of the dollar amount, including price determination, unit priced and/or State of Ohio schedule of pre-bid goods and services. Good Faith Effort to secure MBE participation shall be documented and shall include, but will not necessarily be limited to, the following actions:

1. Advertising and soliciting for bids through all reasonable and available means including, but not limited to, trade association publications, minority-focused media, attendance at pre-bid meetings, advertising and/or written notices, the interest of all certified MBEs who have the capability to perform the work of the contract concerning subcontracting opportunities. The bidder must solicit this interest within sufficient time to allow the MBEs to respond to the solicitation. The bidder must determine with certainty if the MBEs are interested by taking appropriate steps to follow up initial solicitations.
2. Providing written notice to a reasonable number of specific MBEs that their interest in the contract is being solicited. The notice shall be provided in sufficient time to allow the firms to participate effectively.
3. Following up the initial solicitations of interest by contacting MBEs to determine with certainty whether they are interested in the contract.
4. Selecting portions of the work of the contract to be performed by MBEs to increase the likelihood of meeting participation goals including, where appropriate, breaking down contracts into economically feasible units to facilitate participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
5. Providing interested MBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner to assist them in responding to a solicitation.
6. Negotiating in good faith with interested MBEs and not rejecting any such firms as unqualified without sound reasons based on a thorough investigation of the firm's capabilities. It is the bidder's responsibility to make a portion of the work available to MBE

subcontractors and suppliers and to select those portions of the work or material needs consistent with the available MBE subcontractors and suppliers, so as to facilitate participation.

7. Maintaining evidence of such negotiations including the names, addresses, and telephone numbers of MBEs that were considered; documentation of dated written communication, fax confirmations, personal contacts, quotes provided by MBEs, a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for the firms to perform the work.

A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including MBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using MBEs is not in itself sufficient reason for a bidder's failure to meet the participation goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from MBEs if the price difference is excessive or unreasonable.

8. Making efforts to assist interested MBEs in obtaining bonding, lines of credit, or insurance required by the prime bidder.
9. Effectively using the services of available minority community organizations, minority contractor groups and other organizations that provide assistance for and placement of MBEs.
10. Securing an MBE replacement for each MBE firm that will not or cannot honor a commitment to perform subcontract work or supply materials. (Similar documented affirmative action shall be taken in securing MBEs and replacements as are required initially).
11. Mere *pro forma* efforts are not good faith efforts to meet the MBE contract requirements.

Commercially Useful Function

MBEs utilized must be independent and continuing operations for profit, performing a commercially useful function. "Commercially useful function" means the performance of real and actual services in the discharge of any contractual endeavor. A firm must be responsible for the execution of a distinct element of the work for which the business has the skill and expertise, with its own workforce, and the firm must carry out its responsibilities by actually performing, managing and supervising the work involved.

To perform a commercially useful function, the MBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, installing the material (where applicable) and paying for the material itself. A

firm does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of MBE participation.

Collusion

GDPM will not accept collusion among the prime bidders, an MBE or any individual, business or joint venture, or evidence of undue influence on an MBE to alter the committed quantities or its quotation.

Consideration of Other Bidders

In determining whether a bidder has made good faith efforts, GDPM may take into account the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the goal, but other bidders meet it, GDPM may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average MBE participation obtained by other bidders, GDPM may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

Other Considerations

Actions taken by bidders, contractors, MBE subcontractors to fulfill the participation goal will not be deemed to have been taken in good faith if, given all relevant circumstances, the action could not reasonably be expected to produce a level of MBE participation. The action taken must be that which, given all relevant circumstances, a bidder actively and aggressively seeking, would make.

Reporting Forms

In reporting MBE participation on project bids, bidders will utilize the forms below to demonstrate good faith effort.

- Each contractor will supply a list of all subcontractors when the bid is received. Any change in subcontractors after the project is awarded will be reported to the Compliance Department for approval.
- All prime contractors that bid with MBE subcontractors will ensure that the below subcontractor form is completed and furnished at the time of the bid. Notice of any addition of an MBE subcontractor after the project has been awarded must be given to the Compliance Department on the appropriate MBE subcontractor form.
- The MBE Good Faith Statement must be included in all purchase orders, contracts and/or agreements.

**Construction, Renovation & Professional Services Projects
 Prime Contractor or Sub Recipient Certificate of Compliance
 Minority Business Enterprise (MBE) – Good Faith Effort Statement**

Project Title _____

GDPM has established the following goals for all contracts/Agreements relating to the purchase of goods/services and construction and/or renovation projects.

<u>Type</u>	<u>Goal</u>
Construction including renovations	25%
Professional Services	15%
Goods and Services	15%

_____ THE MBE GOAL HAS BEEN MET ON THIS PROJECT

Achievement of these goals is measured by the estimated percentage of money to be allocated to an MBE company certified by GDPM.

If the Prime Contractor or Sub Recipient cannot meet the goals established, it must demonstrate that a Good Faith Effort was undertaken. The following checklist is intended to function as a primer in making a good faith effort statement.

_____ There are no known MBE companies that perform this work or provide this product. (Please attach information to this sheet that includes names of agencies contacted, contact information such as name, phone number, email address and any written correspondence from your company and/or each agency that will attest to your organizations "Good Faith Effort"). Reference item #1 listed on page MBE-2

_____ Written or verbal specifications were provided to MBE companies. (Please attach information to this sheet that includes names of MBE companies, date solicitation requested and rationale for rejection of quote). Reference item #2-8 listed on page MBE-2

_____ This project could not be broken into smaller parts in order to provide opportunities for MBE inclusion. (Please attach information to this sheet that includes names of potential MBE companies, the rationale for rejection of their bids and the reason this project could not be broken down into smaller parts). Reference item #4 listed on page MBE-2

MBE Companies utilized must be independent and continuing operations for profit, performing a commercially useful function. "Commercially useful function" means the performance of real and actual services in the discharge of any contractual endeavor. Failure to meet the MBE goals and Good Faith Effort will be considered in determining the successful bidder.

 Company Name Contact Person (Print Name)

 Contact Person (Signature) Date

 Telephone No. E-mail Address

LIST OF PROPOSED MINORITY BUSINESS SUBCONTRACTORS AND SUPPLIERS

The undersigned Bidder intends to subcontract with the following Minority Business Enterprises (MBE/WBE/ (DBE/SBE)/Edge Cert./VBE) for this project. The bidder acknowledges that all MBE's regardless of tier are to be listed on this form.

Please use additional pages if needed.

BUSINESS NAME: _____

Address: _____ Telephone/Fax: _____

Type of Service: _____

Contact Person: _____

Dollar Amount: _____

Percent of Project: _____

MBE WBE DBE/SBE EDGE VBE *Subcontractor* *Supplier*

BUSINESS NAME: _____

Address: _____ Telephone/Fax: _____

Type of Service: _____

Contact Person: _____

Dollar Amount: _____

Percent of Project: _____

MBE WBE DBE/SBE EDGE VBE *Subcontractor* *Supplier*

BUSINESS NAME: _____

Address: _____ Telephone/Fax: _____

Type of Service: _____

Contact Person: _____

Dollar Amount: _____

Percent of Project: _____

MBE WBE DBE/SBE EDGE VBE *Subcontractor* *Supplier*



SECTION 3 BUSINESS CONCERN APPLICATION

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

Name of Business:

Contact Name: Contact Person's Title:

Street Address: Street Address Line 2:

City: State: Zip Code:

Phone Number: Other Phone:

E-mail Address:

Type of Business: (please attach supporting documentations)

Services Your Business Provides:

GDPM SECTION 3 BUSINESS CONCERN

I certify that _____(company's name) is applying to become a bona fide Section 3 business concern, and that it will meet the following definition of a Section 3 business concern:

Check at least one Category 1 Category 2 Category 3 Category 4 of the following:

Category 1

Business concerns that are 51 percent or more owned by residents of GDPM housing or developments for which the Section 3 covered assistance is expended, or whose full-time, permanent workforce includes 30 percent of GDPM Residents as employees.

Category 2

Business concerns that are 51 percent or more owned by residents of other housing developments or developments managed by the GDPM that is expending the Section 3 covered assistance, or whose full-time, permanent workforce includes 30 percent of these persons as employees.

Category 3

HUD YouthBuild programs being carried out in the metropolitan area (or non-metropolitan county) in which the Section 3 covered assistance is expended.

Category 4

Business concerns that are 51 percent or more owned by section 3 residents, or whose permanent, full-time workforce includes no less than 30 percent of employees who meet the low-income guidelines and live in the GDPM covered assistance area; or businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the total dollar award of all subcontracts to be awarded to Section 3 business concerns.

Note: If you certify above that your business is a Section 3 Business, and you qualify for award of the contract based on the preference given to section 3 businesses and described in the solicitation, GDPM may request additional documentation and information as needed. If you have any questions about this form, please our Procurement Department at (937) 910-7500, or by send an e- mail to procurement@gdpm.org.

"I hereby certify the information provided by me to be true and correct, and understand any falsification of any of the information could subject me to punishment under the law."

Signature of Chief Executive Officer

Date