
“Enhancing Neighborhoods, Strengthening Communities, Changing Lives”

SOLICITATION TYPE: Request for Proposals (RFP)

RFP NUMBER: RFP #19-03

DESCRIPTION: Insurance/Brokerage/Consultation Services for Employee Benefits Packages

ISSUE DATE: **Tuesday, March 19, 2019**

PRE-PROPOSAL CONFERENCE: **Tuesday, March 26, 2019 @ 10:00 a.m.**

PROPOSAL DUE DATE & TIME: **Wednesday, April 10, 2019 @ 2:00 p.m.**

PROPOSAL DELIVERY LOCATION: Dayton Metropolitan Housing Authority dba
Greater Dayton Premier Management
Administrative Office
P.O. Box 8750
400 Wayne Avenue
Dayton Ohio 45401-8750

For FedEx, DHL, UPS couriers:
400 Wayne Ave.,
Dayton, OH 45410

DIRECT INQUIRIES TO: Latia Pempsell
Contract Administrator
937.910.7636
Fax: 937.910.7628
procurement@gdpm.org

It is the sole responsibility of the respondent to submit a response to this RFP on or before the stated due date and time.

Respectfully,

Latia Pempsell
Procurement Department



DAYTON METROPOLITAN HOUSING AUTHORITY
dba
GREATER DAYTON PREMIER MANAGEMENT
400 WAYNE AVENUE
DAYTON OH 45401-8750

"Enhancing Neighborhoods, Strengthening Communities, Changing Lives"

RFP REQUEST FOR PROPOSALS

#19-03

Insurance/Brokerage/Consultation Services for Employee Benefits Packages

Prepared by: Greater Dayton Premier Management
400 Wayne Avenue
P.O. Box 8750
Dayton, Ohio 45401-8750

REQUIREMENTS & SPECIFICATIONS

I. General Information

Greater Dayton Premier Management (GDPM) is seeking and accepting proposals from selected licensed insurance brokers to provide brokerage and consulting services for the GDPM Employee Benefit plans. Firms are invited to submit proposals and statements of qualifications for this scope of work. Greater Dayton Premier Management reserves the right to reject any or all submittals.

The selected firm will work directly with the Human Resources staff. The term of the service agreement will be for one year beginning on or about July 1, 2019. The agreement will be annually renewable based on the performance and services provided by the broker.

GDPM currently has the following benefit programs in place for approximately 150 employees:

- Health Insurance
- Dental Insurance
- Vision Insurance
- Employer Paid Group Life Insurance
- Voluntary Group Life Insurance
- Flexible Spending Accounts

GDPM may have other employee benefits that are not included in the RFP. GDPM is requesting proposals for representation only at this time.

II. Scope of Services/Requirements

GDPM is seeking a state licensed, experienced, capable, customer service focused firm to assist with the procurement and other administrative aspects of employee health and welfare benefits.

The selected firm will provide the following services:

- Assist GDPM in negotiating renewals and program changes by marketing GDPM's programs to qualified providers and competitively procuring quotes.
- Work with benefit provider representatives to encourage cost reductions and make recommendations to GDPM.
- Directly performing as much of the service and trouble shooting as possible. This would include assisting in the resolution of any insurance claims problems an employee might experience as well as assisting with all billing and enrollment processes.
- Assist in the development and design of informational materials, surveys, payroll stuffers and employee meetings to promote understanding of benefits.

- Assist Human Resources with benefit plan designs and any necessary or requested program changes, including evaluation of new and nontraditional options. Including but not limited to insurance exchanges.
- Be fully and intimately knowledgeable with and able to interpret the various employee benefits of GDPM.
- Consult periodically with GDPM to review any developments in the health benefits field.
- Be knowledgeable of all Ohio and Federal laws regarding insurance including COBRA, HIPPA, and the Affordable Care Act and assist/advise GDPM administrative staff with the same.
- Make available a qualified representative to attend any necessary meeting(s) or board meeting(s).
- Perform related tasks as assigned and negotiated by GDPM.

III. Required Information

1. An overview of the firm including historical background, length of time in existence and structure of the company.
2. List of specific employees that will be assigned to GDPM's account including qualifications and credentials of key individuals.
3. Describe your process for servicing our needs. Include specifics on whom an employee contacts with questions; whom we contact with billing issues; who will conduct enrollment meetings; how enrollment changes are made; etc.
4. List of five (5) references including client name, contact address, phone number, estimated employee group size and time period served.
5. Certificate of liability insurance.
6. Planned regulatory compliance education of staff and GDPM (including the Affordable Care Act).
7. Timeline for renewal and/or benefit transition including dates, actions, and responsible parties.
8. Fee/Commission the broker expects to earn as a result of being selected.
9. Any other items your firm wishes GDPM to consider in evaluating the firms qualifications.

IV. Selection Criteria

GDPM will evaluate the proposals based on, but not limited to, the following selection criteria:

- The firm's demonstrated qualifications and expertise in performing the services required.
 - *Evaluation criteria: more weight given to the firm who does the most to alleviate the administrative burden of the plan,*

- The professional and ethical reputation of the firm.
 - *Evaluation criteria: we will ask referrals if there has ever been a situation when the reputation of the firm was in question.*
- The value added services provided by the firm that will increase benefits to GDPM and its employees.
 - *Evaluation criteria: these should be listed in Other Items or elsewhere in the response. More weight will be given to services that directly impact our benefit administration and the employees' ability to work with their plan.*
- The scope of benefit services that are provided by the firm.
 - *Evaluation criteria – more weight given to a firm that can handle all of employees' benefit needs and assist employees with their personal goals.*
- The qualifications and experience of the staff that will be assigned to the GDPM's account.
 - *Evaluation criteria: more weight given to length of time / experience assigned staff has in position as well as any certifications / credentials beyond simply being licensed to sell insurance.*
- Past record of performance with respect to quality of work provided to comparable clientele.
 - *Evaluation criteria: we will ask referrals if there have been times when errors have been made and how the situation was fixed.*
- Firm's familiarity with insurance issues similar to those facing GDPM.
 - *Evaluation criteria: resources available for dealing with insurance issues – particularly changes which may affect our employees.*
- References from current or previous clients.
 - *Evaluation criteria: we will ask each reference about their overall experience. We will also ask how their service needs are handled by the firm (including enrollments, meetings, billing issues) and if there is anything the referral wishes the firm did better. More weight will be given to the highest level of service provided.*

GENERAL INFORMATION

Introduction:

Greater Dayton Premier Management is a metropolitan housing authority organized and existing under the Ohio Revised Code Section 3735.27, et seq., and is governed by the U.S. Housing Act of 1937, as amended, and subject to regulation under Title 24 of the Code of Federal Regulation.

GDPM is governed by a seven person Board of Commissioners, appointed pursuant to the above - cited statute. The Executive Director controls the daily operations.

The mission of GDPM is “to provide low-to-moderate income residents of Montgomery County access to decent, safe, affordable housing and to advocate on behalf of our clients on community issues and services that affect their ability to secure and maintain housing”.

GDPM is committed to a goal of 15 percent of all professional services contract funds being awarded to Minority Business Enterprises (MBEs: MBE/DBE/SBE/WBE/VBE/EDGE). The firms submitting are encouraged to include MBE participation to the maximum extent possible. The agency is also committed to its Section 3 participation goal for all professional service contracts, which constitutes three (3) percent of the total contract amount.

The Competitive Negotiation Process or Award Without Discussion(s) will be used to select the contract award, beginning with the highest-ranked firm. GDPM reserves the right to negotiate a contract with the individual(s), firm(s), or organization(s) who provides the greatest benefit to GDPM, not necessarily the lowest price.

Contact Persons:

Latia Pempsell
Contract Administrator
937.910.7636
Fax: 937.910.7628
procurement@gdpm.org

Vendor Disclosures

Vendor must provide disclosure of any pending or threatened court actions and/or claims against the Vendor. This information may not cause rejection of the proposal; but withholding the information may be cause to reject the proposal.

Conflict of Interest

No vendor will promise, or give to any GDPM employee anything of value that could influence that employee in his/her decision on awarding contracts. No vendor will try to influence an employee of GDPM to violate any procurement policies of the agency, the Ohio Revised code, or Federal Procurement Regulations.

Vendor Examination of the RFP

Vendors are expected to be familiar with the entire RFP. The vendor is expected to respond to the RFP in a manner that makes it clear they understand and have responded to all sections of the RFP.

If a vendor discovers any mistakes or omissions in the RFP they must notify GDPM's Contact Person in writing. Clarifications and corrections will be sent to all vendors who have registered with the agency for the RFP.

Changes to RFP

GDPM may make changes to this RFP by sending changes to all vendors who attended the pre-proposal conference. These changes will be sent via email and will be posted at

<http://www.gdpm.org>

Availability of Funds

This RFP and all agency contracts are contingent on the availability of funds. If, during the RFP process, funds are not available for the proposed services, the RFP process will be canceled. The vendor will be notified at the earliest possible time. GDPM is not required to compensate the vendor for any expenses incurred as a result of the RFP process.

Non-Appropriation Clause

The proposed services will be subject to termination in the subsequent fiscal years if the sufficient funds are not appropriated and budgeted or are not otherwise available to continue making payments for the equipment of other services performing similar functions and services.

Termination

GDPM reserves the right to terminate an agreement without prior notification for reasons it deems in the best interest of GDPM. If terminated, GDPM will notify the contractor of the termination in writing by certified mail, return receipt requested, and shall pay contractor for services rendered prior to contractor's receipt of the Notice of the Agreement Termination.

Holidays

GDPM recognizes the following holidays as vacation days for its employees:

New Year's Day
Martin Luther King, Jr. Birthday
President's Day
Good Friday
Memorial Day
Independence Day

Labor Day
Veteran's Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

Time Table

Date	Time, if applicable	
Tuesday, March 19, 2019	N/A	Date RFP Issued
Monday, March 25, 2019	3:00 PM	Go-To-Meeting Request Deadline to procurement@gdpm.org
Tuesday, March 26, 2019	10:00 AM	Pre-Proposal Conference @ 400 Wayne Ave
Wednesday, March 27, 2019	3:00 PM	Deadline for written questions from responders
Thursday, March 28, 2019	N/A	Provide written responses to responders, addendums and/or clarifications to responders
Wednesday, April 10, 2019	2:00 PM	RFP Due @ 400 Wayne Ave

Contact Persons:

Latia Pempsell

Procurement Department
400 Wayne Avenue
Dayton, OH 45410
procurement@gdpm.org, (937) 910-7500 Fax: (937) 910-7628

TERMS & CONDITIONS

The RFP and the commitments made in the selected proposal will be contractual obligations, if a contract ensues. Failure to accept these obligations may result in cancellation of the award.

Type of Contract

The evaluation of proposals in response to this RFP may result in the issuance of a contract. The contract will incorporate the requirements of the RFP, and GDPM's mandatory General Terms and Conditions, and the Vendor's Fee Proposal. No other contract forms will be necessary.

Contract Period

The term of agreement shall commence upon contract execution. GDPM and the selected Vendor shall enter into a four-year agreement, with the potential for a one (1) year renewal option.

Confidentiality & Security

Any vendor that has access to confidential information will be required to keep that information confidential.

SUBMITTING PROPOSALS

Preparation of Proposal

Proposals must provide a clear picture of the vendor's qualifications to provide the services required in the RFP. The vendor should respond to the RFP instructions and requirements. The proposal must include all costs that relate to the responses submitted.

All proposals become the property of GDPM to use. All proposals will be considered public information and will be open for inspection.

Proposal Development Cost

The cost of creating proposals is the responsibility of the Respondent and shall not be chargeable to GDPM. The vendor must guarantee the pricing listed in the proposal will remain in effect for a minimum of 180 days after the proposal date.

False or Misleading Statements

Proposals containing false or misleading statements may be rejected.

Vendor Representative's Signature

Vendor Representative's Signature an officer of the Respondent, who is legally authorized to enter into a contractual relationship on behalf of the Respondent, must sign the submission package. The Respondent(s) must affix the organization's corporate seal to these documents. In the absence of a corporate seal, a Notary Public must notarize the submission package signature. The signature must indicate the title or position the individual holds in the Respondent's organization. Any and all unsigned proposals will be rejected.

Delivery of Proposals

- **One bound original and four (4) complete completed bound and tabbed copies with table of contents, (Total of five, one original and four copies).** The original should be marked "original" and copies marked "copy";
 - All bound copies must be tabbed and include a table of contents, along with an executive summary;
 - All bound copies should state the Respondents name, address, telephone number, e-mail, due date and RFP title: **"RFP #19-03: Insurance Brokerage/Consultation Services for Employee Benefits Packages."**
- **One electronic copy** via USB/Flash Drive.
- Submit proposals to GDPM's Contact Person and address listed on the cover page of the RFP.

The completed proposal package must be received by **“2:00 p.m. Eastern Standard Time (EST), on April 10, 2019”**.

A receipt will be issued for all proposals received. Proposals received after the deadline will not be considered. If mailed, the vendor should use certified or registered mail, UPS, or Federal Express with return receipt requested. Faxes or electronically mailed proposals will ***not*** be accepted.

All Respondents must carefully review their final proposals. Once opened, proposals cannot be modified; however, GDPM may request information or respond to inquiries for clarification purpose only.

Acceptance and Rejection of Proposals

GDPM reserves the right to accept or reject any or all proposals, to take exception to the RFP specifications, or to waive any formality. Firms may be excluded from further consideration for failure to comply with the specifications of this RFP. The recommendation of GDPM staff, GDPM Chief Executive Officer and GDPM’s Board of Housing Commissioners shall be final.

No Proposal

If a respondent wishes to remain on the contractor’s mailing list, but is not submitting a proposal, the “No Proposal/Offer” form (contained in this Solicitation) must be returned by the stated proposal closing date. Mark the form “No Proposal” and explain the reason for not submitting. Failure to respond three times in succession, without justification, shall be cause for removal of the contractor’s name from our mailing list.

Withdrawal of Proposal

Proposals may be withdrawn by written request dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for opening. Negligence on the part of the Respondent in preparing the required documents confers no right of withdrawal or modification of proposal data after such documents are opened.

Evaluation and Award of Contract

The Competitive Negotiation Process will be used to select the agreement award, beginning with the highest ranked firm. GDPM reserves the right to negotiate an agreement with individual(s), firm(s), or organization(s) that provides the greatest benefit to GDPM, not necessarily the lowest price. Firms in the competitive range may be required to be interviewed by the evaluation panel.

GDPM will select the respondent that is the most advantageous to GDPM based upon the evaluation criteria stated herein. GDPM reserves the right to negotiate price and other factors with any acceptable respondent.

GDPM reserves the right to waive any minor irregularity or technicalities in the proposals received. GDPM reserves the right to award without discussion (s) and may make an award to

multiple vendors. The professional services selective process will involve the ranking of professional firms by the appointed GDPM evaluation committee. Once the proposals have been evaluated, GDPM will negotiate with the Respondent(s) who fall within the competitive range. Fees for these services will be a negotiation factor as well as any other relevant factor identified by the evaluation committee. Once negotiations are completed, GDPM shall establish a common date and time for the submission of the Best and Final Offer (BAFO).

If a Respondent does not submit a notice of withdrawal or best and final offer, the Respondent's previous offer shall be construed as its best and final offer.

Preliminary Proposal Review

The review process will be conducted in two parts. The preliminary review will consist of a review to be sure the proposal meets the minimum requirements (and mandatory conditions) specified in the RFP. If they do not, they will be rejected.

Initial Review

Proposals in response to the RFP must meet the following requirements:

- The proposal must be received at the address indicated in the RFP no later than **2:00 p.m. Eastern Standard Time, on April 10, 2019**. Proposals that are not received at the designated address by the specified date will be rejected.
- Required number of copies submitted.
- Proposal signed by authorized vendor representative.
- Insurance - General Liability including Completed Operations coverage
- Proposals that pass this initial review will be considered a valid proposal and will move on to the final review. Those that do not pass such review will be filed as rejected.

Final Review

- All valid proposals will be reviewed, evaluated, and rated by the Review Committee. The Review Committee will be composed of GDPM staff.
- The Review Committee will evaluate each proposal against the criteria in the RFP. During the review, the Committee may request additional information from the vendor. Such information requests and vendor's responses must always be in writing.
- All qualified proposals shall be reviewed by the Review Committee using a standard Proposal Review Evaluation Rating Sheet tailored specifically for this RFP. The number of evaluation points for each section varies according to the value assigned for that particular aspect of the program.

The Review Committee members may request information from sources other than the written proposal to evaluate vendor's programs. Other sources of information may include oral presentations by vendors, written responses to clarifying questions posed by the Review Committee, and vendor's history/experience in providing similar services.

Review Committee member rating sheets will be used to focus discussion. The final composite Evaluation Rating Sheet that includes the prioritized vendor's rankings will be maintained on file by GDPM. The end result of the review process is a prioritized list from best to least.

Written notification will be made to all vendors who submitted a proposal. In awarding the contract, GDPM evaluation will include, but will not be limited to:

- criteria for the Stage 1 review;
- strength and stability of the vendor to provide the requested services;
- ability to meet the project/program time lines;
- overall responsiveness and completeness of the bid proposal as well as the likelihood that, in GDPM's opinion and at GDPM's discretion, the bid proposal best meets or exceeds GDPM's specifications;
- scope of service being proposed;
- customer references;
- any other factors considered relevant by GDPM and demonstrated by the bid proposal or investigation by GDPM; and
- experience with a similar project/program of comparable size and scope

Vendor finalists will be notified of their non-selection immediately after the preferred vendor is notified. If the successful vendor fails to execute the contract, GDPM may award the contract to another vendor whose proposal met the requirements of the RFP and any addenda. The period of time within which such an award of the contract may be made shall be subject to the written agreement between GDPM and the vendor.

Contractor Selections

GDPM reserves the right to make an award based solely on the Respondent or to negotiate further with one or more contractors. The contractor selected for the award will be chosen on the basis of the greatest benefit to the Authority, not necessarily on the basis of the lowest price.

Post-bid Meeting

If a vendor wishes to discuss the selection process, the request for an informal meeting and the explanation for it must be in writing within five (5) working days after receipt of notification of the decision. The request shall state the reason(s) for the meeting, citing the law, rule, regulation or RFP procedures on which the request is based. All requests must be signed by an individual authorized to represent the vendor and addressed to the GDPM Contact Person.

Proposal Selection

Proposal selection does not guarantee a contract for services will be awarded. The selection process includes:

- All proposals will be evaluated based on the criteria in the RFP.
- Based upon the results of the evaluation, GDPM will select a bidder for the service(s) who it determines to be the lowest and best bidder.
- GDPM works with the bidder who was selected as lowest and best to finalize the details of the contract document.

- If GDPM determines that GDPM and the vendor are unable to successfully come to terms regarding the contract, GDPM reserves the right to terminate contract discussions with the bidder. If this happens, GDPM reserves the right to select another bidder from the bid process, cancel the RFP or reissue the RFP if this is deemed necessary.

EVALUATION CRITERIA

The professional services selective process will involve the ranking of professional firms by the appointed GDPM evaluation committee.

The evaluation criteria to be used in reviewing proposals and their respective weights are as follows:

NO.	FACTOR	MAXIMUM POINTS
1	The firm's demonstrated qualifications and expertise in performing the services required. (20 points) a) Provide a brief summary of the firm. b) Provide years of experience in the health brokerage industry. c) Provide the number of group health insurance clients of a like size as GDPM. d) Highlight the ability of the firm to meet the scope of the RFP. e) Explain the firms customer service approach	20
2	The value added services provided by the firm that will increase benefits to GDPM and its employees. (20 points) a) Demonstrate the firm's ability to educate GDPM on current health insurances issues and trends. b) Means of communicating with clients and employees. c) Highlight other value added services	20
4	The scope of benefit services that are provided by the firm. (25 points) a) Demonstrate how you would provide assistance in negotiating renewals and quotes from qualified providers. b) Provide a brief summary on how you would encourage cost reductions. c) Explain your trouble shooting processes including insurance claim problems, billing and enrollment processes. d) How often do you consult with the client to review utilization and changes in applicable laws? e) How do you plan to assist Human Resources staff in plan designs and the evaluations of the effect of plan design changes? f) How will you expedite the turnaround time to meet the renewal and enrollment deadline of July 1, 2019?	25
5	Provide the qualifications and experience of the staff that will be assigned to the GDPM's account. (10 points)	10

6	Past record of performance with respect to quality of work provided to comparable clientele. (10 points)		10
7	Firm’s familiarity with insurance issues similar to those facing GDPM. (10 points)		10
8	Provide references from current or previous clients. (5 points)		5
<u>11 Section 3</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.	Full time, permanent workforce includes 30% or more of Section 3 eligible residents. An entity selected to carry out HUD Youth Build program in Montgomery County in which Section 3 covered funding is expected	
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 in the joint venture, performs at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.	
Total Maximum Points			115 Points

PROPOSAL FORMAT

A bound and tabbed original with table of contents and three (3) completed bound and tabbed copies with table of contents are to be submitted to GDPM's Contact Person at the address listed in the RFP. **(Total of four, one original and three copies.)** The completed submission package must be received by **12:00 p.m. Eastern Standard Time, on April 10, 2019**. The original and all copies of the submission package must be labeled with the Respondents name, address, telephone number, e-mail address, due date and RFP title: **"RFP 19-03: Insurance Brokerage/Consultation Services for Employee Benefits Packages."**

To simplify the process for evaluating proposals, and to assure each proposal receives the same review, all proposals must be submitted in the following format. Proposals must contain all the items listed here.

Proposal sections must be numbered corresponding to the following format and lettering:

TABLE OF CONTENTS

A. LETTER OF TRANSMITTAL

A letter of transmittal (preferably on letterhead) bearing the signature of an authorized representative of the firm and the name(s) of the individual(s) authorized to negotiate services and costs with GDPM.

B. ORGANIZATION

Information about the company: size, structure, history and any relevant certifications as a Section 3, Minority-owned, Female-Owned, Small or Disadvantaged Business Enterprise

C. STAFF QUALIFICATIONS

The Offer should describe the qualifications of staff to be assigned to the Project.

Descriptions should include:

- Project team make-up (only include resumes of staff to be assigned to the project.)
- Assigned Project Manager (the main liaison/contact person for GDPM)
- Overall supervision to be exercised (including how subcontractors will be handled.)
- Professional Licenses, certifications and credentials held by team members

D. SCOPE OF SERVICES

State specifically your intended practices addressing the materials in the "Scope of Services." Please cite previous examples of providing such services and your organization's commitment to meeting or exceeding the expectations and duties set forth.

E. INSURANCE

General Liability including Completed Operations coverage. The required minimum limit \$1,000,000 per occurrence / \$2,000,000 General Aggregate and \$2,000,000 Products / Completed Operations coverage. GDPM shall be included as an additional insured under this coverage as well.

F. EXHIBITS (CHECK TO MAKE SURE APPLICABLE)

All other required information is set forth by each of the following exhibits. Please tab and label each exhibit individually. **Any Exhibits left out are not required.**

- Exhibit A.....HUD Form 5369-B Instructions and Representations of Offerors; Non-Construction. HUD Form 5369-C Certifications and Representations of Offerors; Non-Construction (*Be sure to fill in completely*). *This form must be completed by any/all subcontractors.*
- Exhibit B.....Minority Business Enterprise (MBE/WBE/(DBE/SBE)/EDGE/VBE) Utilization (*This form is to be filled out as applicable; must fill out if using any subcontractors*)
- Exhibit C.....Section 3 Goals & Compliance, Certification and Sample Plan (*this exhibit must be filled out in its entirety*)
- Exhibit D.....Non-Collusive Affidavit and Full Disclosure Statement
- Exhibit E.....Equal Employment Opportunity Affirmative Action Statement (*Be sure to fill in completely*)
- Exhibit G.....Contractor's Certificate Concerning Equal Employment Opportunities (*Be sure to fill in completely*)
- Exhibit H.....Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Exhibit I.....Certification for a Drug-Free Workplace
- Exhibit J.....Statement of Bidder's Qualifications
- Exhibit K.....Reference Release Forms (5), provided with submission of proposal
- Attached.....Decline to Bid Form

END of RFP 19-03

GREATER DAYTON PREMIER MANAGEMENT

PROFESSIONAL SERVICES AGREEMENT

General Terms and Conditions

Contract No. 1850-19

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 *Insurance Brokerage and Consultation Services*. Hereinafter, GDPM and Contractor are collectively referred to as the "Parties".

RECITALS

WHEREAS, GDPM published solicitation RFP 19-03 in order to competitively procure the services of a licensed insurance brokers to provide brokerage and consulting services for the GDPM Employee Benefit plans;

WHEREAS, GDPM will award the Contract to Contractor based on Contractor's proposal and pursuant to GDPM's Procurement Policy;

WHEREAS, Parties agree that GDPM and Contractor's contractual relationship is subject to all applicable state, local and federal requirements including, but not necessarily limited to, mandatory contract terms mandated by the United States Department of Housing and Urban Development; and

WHEREAS, Contractor represents that it is qualified and authorized to perform all services as set forth in applicable Solicitation and as set forth in the Contractor's Proposal and the Contractor's Fee Submission Form or Best and Final Offer, if applicable; and

WHEREAS, Parties agree that the following Agreement contains GDPM's General terms and Conditions for Professional Services and said terms and conditions shall not be subject to further negotiation, modification or amendment and by signing and submitting Contractor's proposal, Contractor agrees to all terms and conditions as set forth herein. Unless specifically set forth within the solicitation documents, no other contract documents will be necessary.

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

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 applicable Solicitation. Additionally, the services, materials, and products provided for by Contractor are limited to the services, materials, and products as set forth said Solicitation and accompanying Contract Documents. Any attempt to modify, alter, increase, or decrease the services provided for in GDPM's

Solicitation and accompanying Contract Documents after execution of this Agreement shall constitute a breach of this Agreement, may be grounds for termination of this Agreement and may be subject to the damages provision, including its liquidated damages provision, provided for herein. The contents of the Solicitation 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 bid opportunities.

2. Contract Term:

2.1. This Agreement shall become effective upon GDPM issuing a notice of contract commencement/award to Contractor and shall remain in effect for the term specified in the notification. 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. The notice of contract commencement/award may be delivered in the form of a letter, copy of signed contract or contract acknowledgement.

2.2. All Work will commence upon authorization of GDPM's Contracting Officer. All Work shall proceed in a timely manner without delays. The Contractor shall commence the Work upon receipt of a Notice to Proceed and/or Purchase Order Presented and 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 I* 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 I* 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 Fee Submission and/or Best and Final Offer 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, the Solicitation or the Contractor's Proposed Fee Submission 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 Fee Submission and/or Best and Final Offer 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.
- 7.9. 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. Consultant/Subcontractor Services:** Contractor may provide a portion of the Services through one or more Consultant(s)/Subcontractor(s), provided, however, that Contractor shall remain responsible for all of the Contractor's duties and obligations under this Agreement and as set forth in the Contract Documents.
- 8.1. Contractor shall require each Consultant/Subcontractor to be bound to the Contractor's terms set forth in the Contract Documents and to assume toward Contractor all of the obligations and responsibilities that the Contractor assumes toward GDPM.

- 8.2. Contractor shall use the GDPM Subcontractor/Consultant Agreement that identifies GDPM as the Agreement's third-party beneficiary and may not, at any time, retain any Consultant/Subcontractor terms inconsistent with this Agreement.
- 8.3. Contractor shall obtain GDPM's written approval before engaging any Consultant/Subcontractor not identified in the initial Contract Documents. Contractor shall not employ any Consultant/Subcontractor against whom GDPM has a reasonable objection.
- 8.4. Contractor hereby assigns to GDPM each Consultant/Subcontractor's agreement provided that such assignment is effective only after GDPM terminates this Agreement and GDPM may re-assign accepted agreements.
9. **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 it deems, in its sole discretion, such action to be in GDPM's best interest.
10. **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, claims related to breach of contract.

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:

- 10.1. 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.
- 10.2. Replace material(s) and/or product(s) with an equivalent or better item.
- 10.3. Acquire the right for GDPM to use the infringing service(s), material(s) and/or product(s) as intended; or

- 10.4. 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.

11. Insurance:

- 11.1. 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:

11.1.1. 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; and a products and completed-operations aggregate limit of not less than \$2,000,000. Such policy shall not exclude coverage to the additional insured for bodily injury or property damages arising out of the products/completed operations hazard.

11.1.2. Professional liability and/or "errors and omissions" coverage with a limit not less than \$1,000,000 for each claim, and \$2,000,000 annual aggregate.

11.1.3. 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.

11.1.4. 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.

11.1.5. Employer's Liability with policy limits of not less than \$1,000,000 each accident, \$1,000,000 each employee, and \$1,000,000 each policy limit.

11.1.6. Pollution Liability coverage if the services include environmentally sensitive, hazardous types of activities (including, but limited to, demolition, Asbestos abatement, storage tank removal, or similar activities) or involves Hazardous Materials, Contractor shall maintain a Contractor's pollution liability policy with a per claim limit of not less than \$1,000,000 and an annual aggregate limit of not less than \$1,000,000.

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

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

11.3. 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 officers, agents, employees or Board of Commissioners.

11.4. **Waiver of Subrogation:** to the fullest extent provided by applicable law, Contractor waives all rights against GDPM and its agents, officers, commissioners, and employees for damages to the extent covered by any insurance, except rights to the proceeds of that insurance.

11.5. 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.

12. 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:

12.1. 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.

- 13. 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*.
- 14. 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.
- 14.1. 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.
- 14.2. When applicable, Contractor agrees to comply with the Privacy Act of 1974 and all rules and regulations issued under the Privacy Act of 1974.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. Taxes:** GDPM is exempt from state and local sales tax and does not agree to pay any taxes.
- 19. Remedies:** GDPM may pursue any remedy available under law, including, but not necessarily limited to the following:

19.1. **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.

19.2. **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.

19.3. **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.

20. 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 for Convenience provision 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., o.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.

21. 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's. 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 will 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.

22. 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.

23. 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.

24. 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.

25. 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 are not limited to:

25.1. Any applicable federal Drug-Free Workplace requirements,

- 25.2. 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;
- 25.3. The Civil Rights Act of 1964; as amended
- 25.4. The Age Discrimination Act of 1975, as amended;
- 25.5. Anti-Drug Abuse Act of 1988, as amended;
- 25.6. HUD Bulletin 909-23.
- 25.7. The American with Disabilities Act, as amended;
- 25.8. The Byrd-Anti-lobbying Act Amendment (31 U.S.C. 1352), as amended;
- 25.9. Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135);
- 25.10. 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
- 25.11. 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.
- 25.12. All applicable provision of 2 CFR Part 200.¹

26. 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.

27. 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. .

28. 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.

29. Ownership and Use of Documents: All documents, materials, data, and records generated as a result of this Agreement shall remain the sole property of GDPM and GDPM has every right, title, and interest in the Contractor's materials, data, and records generated as a result of this Agreement. 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, non-exclusive and irrevocable license to reproduce, publish, use and authorize others to use the work for government purposes.

30. 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 30. 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:

- 30.1. Applicable Federal and State of Ohio statutes and regulations
- 30.2. Form HUD-5370-C General Conditions for Non-Construction Contracts
- 30.3. This Agreement – GDPM General Terms and Conditions
- 30.4. Related GDPM purchase orders, GDPM notice of contract commencement/award, Notice to Proceed and accompanying contract supplemental terms
- 30.5. RFP including all addenda and attachments
- 30.6. The Contractor’s Fee Submission and/or Best and Final Offer
- 30.7. Contractor’s Proposal subject to any limitations set forth in this Agreement
- 30.8. Contractor form of Agreement, if applicable
- 30.9. Other Documents incorporated by reference (if applicable)

31. 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 and special conditions in this Agreement and Solicitation RFP 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.

32. Contract Award/Commencement: Upon submittal of its response to GDPM's Solicitation, Contractor is accepting the terms of this Agreement. Upon issuance of award to Contractor, GDPM is accepting Contractor's offer contained in the Fee Submission and/or Best and Final Offer. No **other contractual documents will be necessary or accepted** unless specifically expressed in the notification of contract commencement. The Contract commences upon GDPM's issuance of a notice of contract commencement/award, which may or may not be in the form of a copy of the Contract Documents, unless said notice expressly states otherwise, in those instances, Contract Commencement occurs in accordance with the notification.

Signed Acknowledgement of Contractor:

Printed Name

Signature/Date

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing

OMB Approval No: 2577-0180 (exp. 7/30/96)

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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

1. Contingent Fee Representation and Agreement

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

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

(2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

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

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

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

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

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

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

(c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

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

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

(1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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

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

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 ☐



Dayton Metropolitan Housing Authority dba
Greater Dayton Premier Management
400 Wayne Ave.
Dayton, Ohio 45410-8750
Telephone (937) 910-7500
Fax (937) 910-7628



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/offeror not claiming a section 3 preference:

1. Bidder/offeror not claiming a Section 3 preference during the bid/proposal phase shall submit the following forms with their bid/offer. Failure to complete, execute, and submit all forms will render the bidder/offer non-responsive and their bid/offer 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/offeror claiming a Section 3 Business Concern preference:**

A bidder/offeror 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/offer for which qualification is sought:

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, 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 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/offeror'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 compliance@GDPM.org or mail

**Section 3 Compliance Office
400 Wayne Avenue
Dayton Oh 45410-8750**

**Telephone: 937-910-7613
Fax: 937-910-7628**

Section 3 Clause (Must Review and Sign)

- A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#) (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. In the event of a determination by the Executive Director or his/her designee that the Contractor is not in compliance with the section 3 clause or any rule, regulation, or report submission requirements of the GDPM, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further GDPM contracts for a period of one to three years.

Contractor's Signature_____

Date_____



Dayton Metropolitan Housing Authority dba
Greater Dayton Premier Management
400 Wayne Ave.
Dayton, Ohio 45410-8750
Telephone (937) 910-7500
Fax (937) 910-7628



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
Very Low-Income	\$23,000	\$26,300	\$29,600	\$32,850	\$35,500	\$38,150	\$40,750	\$43,400
Low-Income	\$36,800	\$42,050	\$47,300	\$52,550	\$56,800	\$61,000	\$65,200	\$69,400

Note: *2018 Median Family Income for Ohio: \$65,700 (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
Very Low-Income	\$11.06	\$12.64	\$14.23	\$15.79	\$17.07	\$18.34	\$19.59	\$20.87
Low-Income	\$17.69	\$20.22	\$22.74	\$25.26	\$27.31	\$29.33	\$31.35	\$33.37

*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. \$65,700/2,080 = \$31.59)

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.

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: _____





Dayton Metropolitan Housing Authority dba
Greater Dayton Premier Management
400 Wayne Ave.
Dayton, Ohio 45410-8750
Telephone (937) 910-7500
Fax (937) 910-7628



SECTION 3 RESIDENT PREFERENCE CLAIM FORM

A Section 3 resident *seeking the preference in training and employment* as defined in the Section 3 regulation at 24 CFR Part 135, shall certify to the recipient, contractor or subcontractor, and submit evidence showing that he/she meets the criteria of a Section 3 resident, (i.e. proof of receipt of public assistance or residency in a United States Department of Housing and Urban Development (HUD) or other federally-assisted housing program, e.g., Public Housing, Section 8, etc.)

Number of Family Members	Total Family Income (Very Low Income)	Total Family Income (Low Income)
1	\$23,000	\$36,800
2	\$26,300	\$42,050
3	\$29,600	\$47,300
4	\$32,850	\$52,550
5	\$35,500	\$56,800
6	\$38,150	\$61,000
7	\$40,750	\$65,200
8	\$43,400	\$69,400
*2018 Income Limits		

CERTIFICATION FOR SECTION 3 RESIDENT

I, _____, am a legal resident of the U.S.A.
(Your Name)

MY SOCIAL SECURITY NUMBER is _____.

MY RACE/ETHNICITY is _____.
(Optional: For statistical purposes only)

MY PERMANENT ADDRESS is _____
(Include City, Street, Zip Code)

I have attached one of the following documents as proof of my status:

- ☐ Proof of residency (lease in a HUD or other federally assisted program).
- ☐ Proof of public assistance, e.g., Temporary Assistance to Needy Families (TANF) recipients, etc.
- ☐ Proof of participation in a HUD YOUTHBUILD program.
- ☐ Proof of participation in a federally assisted program such as job training programs, etc.
- ☐ Proof of participation in a state or local assistance program, or other program that assists low- or very-low income persons.

ONLY PROVIDE THE FOLLOWING IF NONE OF THE ABOVE IS APPLICABLE:

- ☐ Use form sec3-002b, Section 3 Resident or Employee Household Income Certification to show employee household income if no other documents are attached.

PRINT NAME: _____

SIGNATURE: _____ DATE: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

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.

EQUAL EMPLOYMENT OPPORTUNITY

AFFIRMATIVE ACTION POLICY STATEMENT

It is the policy of _____ to afford equal opportunity for employment to all individuals regardless of race, color, religion, sex, or national origin. The corporation is basically committed to this policy by our status as a Federal Government contractor. We are far more strongly bound to the policy by the fact that adherence to the principles involved is the only acceptable American way of life. Therefore, this corporation will take affirmative action to ensure that we will (1) recruit, hire, and promote all job classifications without regard to race, color, religion, sex or national origin, except where sex is a bona fide occupational qualification; (2) base decisions on employment so as to further the principle of equal employment opportunity; (3) ensure that promotion decisions are in accord with principles of equal employment opportunity by imposing only valid requirements for promotional opportunities; (4) ensure that all personnel actions such as compensation, benefits, transfers, layoffs, return from layoff, company sponsored training, education, tuition assistance, social recreation programs will be administered without regard to race, color, religion, sex, or national origin, except where sex is a bona fide occupational qualification. Additionally, _____ intends full compliance with handicapped and veteran affirmative action requirements.

The successful achievement of a nondiscriminatory employment program requires a minimum of cooperation between management and employees. In fulfilling its part in this cooperative effort management is obligated to lead the way by establishing and implementing affirmative action procedures and practices which will ensure our objective, namely equitable employment opportunity for all. Minority and female employees are encouraged to participate in all company activities and refer applicants.

I have designed _____ to be assisted by _____ to direct the establishment of and to monitor the implementation of personnel procedures to guide our affirmative action program. This official is charged with designing and implementing audit and reporting systems that will keep management informed on a monthly basis of the status of the equal employment opportunity area.

Supervision has been made to understand that their work performance is being evaluated on the basis of their equal employment opportunity efforts and results, as well as other criteria. It shall be a responsibility of supervisors to take actions to prevent harassment of employees placed through affirmative action efforts.

Signature: _____

Title: _____

Date: _____

NOTE: Prime and Subcontractors with contracts of \$500,000 or more, must designate in their policy statement the liaison officer who will administer the Contractor's "Minority Business Enterprise Program."

CONTRACTOR'S CERTIFICATION CONCERNING EEO

COMPANY: _____

[illegible]

Non-Collusive Affidavit and Full Disclosure Statement

Non-Collusive Affidavit: The undersigned party hereby certifies that this proposal/bid is genuine and not collusive or sham; that said offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any offeror or person to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference, with any person, to fix the bid price or any other offeror, or to fix any overhead, profit or cost element of said bid price, or of that of any other offeror, or to secure any advantage against the Greater Dayton Premier Management or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Disclosure: The undersigned certifies that I, nor any member of my immediate family does not now, and has not for the preceding two years, had any interest, whatsoever, whether direct, or indirect, in GDPM or any of its members or officials including but not limited to any interest which yields or has the potential of yielding directly or indirectly a monetary or other material gain or benefit with any employees, officers and commissioners of GDPM and members of their immediate family, or any interest arising from blood or marriage or from close business association, notwithstanding whether any financial interest is involved with any employees, officers and commissioners of GDPM members of their families or employment or services rendered as a member, official or officer of GDPM.

Signature: _____

Signature: _____

Title: _____

(Company Name)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions*

(*Note: Lower Tier refers to the agency or contractor receiving Federal funds, as well as any subcontractors that the agency or contractor enters into contract with using those funds.)

Title 24 Code of Federal Regulations Part 24 requires that Dayton Metropolitan Housing Authority (DMHA) not enter into contract with any agency, corporation, partnership, or other legal entity that has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Federal Government from participating in transactions involving Federal funds. You are required to sign the certification below which specifies that neither you nor your principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in programs funded by a Federal agency. It also certifies that you will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 24 Code of Federal Regulations Part 24.

If you need to determine whether your agency/firm has been debarred or suspended, or if a subcontractor you plan to hire is suspended or debarred, please refer to the following sources:

- *List of Parties Excluded From Federal Procurement and Nonprocurement Programs, issued by the U.S. General Services Administration, Office of Acquisition Policy. Contact the Superintendent of Documents, U.S. Government Printing Office, Washington D.C. 20402 (Reference Stock # 722-002-00000-8). The telephone number is 202-512-1800.*
- *Internet access is also available at <http://epls.arnet.gov>*

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under [48 CFR part 9, subpart 9.4](#), debarred,

suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under [48 CFR part 9, subpart 9.4](#), suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three year period preceding the effective date of this contract been convicted of or had a civil judgment rendered against me or _____
(Contractor's/Company Name)
for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of these statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signed: _____
(Authorized Recipient Name/Title)

Date: _____

Print Name: _____

Organization: _____

RFP#: _____

Certification for a Drug-Free Workplace

U.S. Department of Housing
and Urban Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

b. Establishing an on-going drug-free awareness program to inform employees ---

(1) The dangers of drug abuse in the workplace;

(2) The Applicant's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;

d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. thru f.

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)

Check here ☐ if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties.
(18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Signature

Date

X

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and sign. The data given must be clear and comprehensive.

1. Business Name: _____
2. Business Address: _____
3. Business Telephone/ Fax Numbers: _____
4. Year the business was established: _____
5. State in which you are incorporated: _____
6. Credit available for this contract \$ _____
7. Contracts now on hand, gross amount \$ _____
8. How many years have you been engaged in the contracting business under your present firm or trading name? _____
9. Type of organization (ex., corporation, partnership, proprietorship, company, LLC)

10. Have you ever refused to sign a contract for the amount of your original bid? _____
11. Have you ever defaulted on a contract? _____
12. Have you, within the past five (5) years, completed a minimum of ten (10) projects of similar scope and complexity? _____
13. **On an attached sheet,** please submit a list of these projects including the contract price, description of work, and location. Also complete **Five (5) Reference Release Forms in Exhibit 12** to allow verification of work performance.
14. Will you upon request furnish any other information that the Greater Dayton Premier Management may require? _____
15. The undersigned hereby authorizes and requests any person to furnish any information requested by the Greater Dayton Premier Management in verification of the recitals comprising this Statement of Bidder's Qualifications.

Signature

Title

Date

REFERENCE RELEASE FORM

For

GDPM IFB/RFQ/RFP# _____ JOB TITLE _____

I, being _____ of _____

Title

Company Name

Give GDPM authorization to check our company's previous performance.

Authorization Signature: _____

RETURN FIVE (5) SIGNED FORMS TO GDPM WITH PROPOSAL

Reference:

Company Name: _____

Company Address: _____

Contact Person: _____

Telephone No _____ Fax _____ Email _____

**Contractor: Do Not Write Below This Line, Must be filled out by Reference,
Return this form with proposal**

Dear Sir or Madam:

The vendor mentioned above has submitted your company as reference in response to a proposal received by our office.

To assist GDPM in the evaluation of this vendor's proposal, please complete the information outlined below and return this form in the postage paid envelope provided as soon as possible.

1 Nature of service provided

2. Dollar amount of agreement \$ _____

3. Performance: (Circle One)

Excellent

Good

Average

Poor

4. Would you enter into an agreement with this company? _____

5. Comments: _____

Title (Use Reverse Side if needed)

Signature

Thank you for your assistance in this manner. Should you have any questions please contact Xavier Gullatte, Senior Manager of Compliance-xgullatte@gdpm.org, 937-910-7613 or Compliance, Contract Administrator lpempsell@gdpm.org, 937-910-7636/937-910-7628 Fax.

Decline To Bid For The Reason Checked

-
- | | |
|---|--|
| <input type="checkbox"/> I can not Comply With Specifications | <input type="checkbox"/> I can not meet delivery requirements |
| <input type="checkbox"/> Unable to Identify the Item(S) | <input type="checkbox"/> I do not regularly manufacture or sell the types of item(s) involved. |
| <input type="checkbox"/> Other (Specify) | |

-
- | | |
|--|--|
| <input type="checkbox"/> I do desire to be retained on mailing list for future procurement of this type item involved. | <input type="checkbox"/> I do not desire to be on the mailing list for future solicitations of this type item(s) involved. |
|--|--|
-

(Fold and Mail to the Address Below)

FROM:

AFFIX STAMP HERE

TO: Greater Dayton Premier Management
Attn: Compliance Department
400 Wayne Avenue
P.O. BOX 8750
Dayton, Ohio 45401-8750
Fax (937) 910 7628