

**DAYTON METROPOLITAN HOUSING AUTHORITY dba
GREATER DAYTON PREMIER MANAGEMENT**
400 WAYNE AVENUE, P O BOX 8750 DAYTON, OHIO 45401-8750
PHONE: 937-910-7613

QUOTATION REQUEST

THIS IS NOT AN ORDER

RFQ: # 13-38 (Re-Bid)

Date: December 2, 2013

Prospective Quoter's:

Please complete the following for your quotation to be accepted:

1. **Signed Quotation Request Page (this page), Section 3 Forms, MBE Participation and Estimate Sheet** must reach us by **Monday December 16, 2013 at 12:00 p.m.**

Send quote by e-mail to Compliance@gdpm.org or fax to 937-910-7628. We are exempt from Federal Excise and Ohio Sales Tax.

Roderick Long

Contract Administrator

DESCRIPTION

The job site is located at 2005 Val Vista in Dayton Ohio. Contractor shall provide all necessary labor, material; supplies and equipment needed to complete the work described in the attached Scope of Work.

Any suspected discrepancies should be brought to the attention of GDPM prior to submitting a proposal. Any questions should be brought to the attention of Shawn Thomas @ 937-875-0340 or shawnt@gdpm.org, Monday through Friday, between the hours of 8:30 a.m. and 5:00 p.m.

A pre-quote site visit can be scheduled by contacting Shawn Thomas @ the contact information above.

Please e-mail quote to compliance@gdpm.org or fax quotations to Roderick Long at 937-910-7628 by 12:00 p.m. on or before the day outlined above. No bid opening will be conducted. Results will be posted on gdpm.org.

GDPM will award the contract to the lowest, responsible and responsive Quoter, but reserves the right to waive any informality in the quoting process. GDPM also reserves the right to use information such as vendor's previous experience with the supply or service being purchased and the vendor's past performance with GDPM (from customer surveys) to evaluate this quotation.

Contractor shall be responsible for obtaining and paying for all permits and inspections necessary to complete all work related to the specifications. All work shall comply with Federal, State and Local codes.

Contractor shall repair any damage done by their employees in the performance of this work at no expense to GDPM.

Please reference the attached Scope of Work, Estimate Sheet, General Conditions for Small Construction Development Contracts (HUD Form 5370-EZ (10/06)), Section 3 Forms, MBE Participation and Prevailing Wage Rate attached for more detailed requirements.

If favored with a contract, we agree to furnish the items enumerated in the scope of work at the pricing submitted and under the conditions indicated. We also agree to provide GDPM with a completed Form W-9.

Federal I.D. #: _____ Phone #: _____ E-mail: _____

Date: _____ Signed: _____ Title: _____

2005 Val Vista Restoration

Scope of Work

- Repairs to 4 bedroom, 2 bathroom, 2 storey unit. Includes thorough cleaning, removal of trash items and debris, drywall repair, painting, carpet cleaning, new vinyl tile flooring, exterior and interior door replacement, window repair, siding repairs, and installation of new water heater. Unit is vacant.
- The contractor shall abide by and adhere to all National, State and Local codes. The contractor is responsible for all inspections, permits, fees and etc. to accomplish the work in a timely manner.
- All work is to be performed with professional workmanship utilizing accepted trade practices. The contractor shall be responsible for the removal and lawful disposal of all removed products and debris associated with this scope of work.
- Contractor shall be responsible for field verifying all locations and quantities of work required. **A site visit is strongly suggested.**
- Greater Dayton Premier Management shall be responsible for utility services.
- Clean unit thoroughly, removing all debris and items left by previous resident. All stickers, wall borders, nails, hangers and the like shall be removed. Patch all removals including holes and voids in a professional manner and paint per the specification within. Clean and sanitize all surfaces: walls, floors, appliances, plumbing fixtures, cabinets, doors, etc.
- Doors
 - Replace front storm door with product similar to existing, Larson or equal.
 - Replace front entry door and frame with new metal foam core door and wood frame and paint. Provide new hardware: privacy lockset and deadbolt. Paint color to be chosen by GDPM Project Manager.
 - Replace damaged weather stripping at side door.
 - Replace four (4) damaged interior doors and hardware with product similar to existing: living room closet; basement entry; bedroom two entry; bedroom three closet; locations to be verified on-site. Frames to remain. New living room closet door to receive paint; match existing. Refer to paint specifications in “Walls/Ceilings” section below.
 - Clean and sanitize existing interior doors and frames to remain.
 - Four (4) existing interior doors to remain with surfaces that are painted shall receive new paint to match existing. Paint hallway-facing surface of entry door to bedroom one. These doors are located in upstairs bedrooms.
- Walls/Ceilings
 - Clean and sanitize all wall surfaces.
 - Patch, repair and paint approximately 25 SF of walls and ceilings, including damaged corners.
 - Paint approximately 700 SF of walls—including interior door frames and miscellaneous trim—and 100 SF of ceilings with two coats of Sherwin Williams ProGreen 200 Low VOC

Interior Latex Paint or equal by PPG Porter Paints; colors to be selected by GDPM project manager. Follow manufacturer preparation and application instructions to assure clean, smooth and durable finishes free of dust, runs, etc.

- ALTERNATE DEDUCT 4 – Approximately 350 SF of walls and 50 SF of ceilings shall not receive new paint and shall be cleaned and sanitized only. Location of walls and ceilings that will still receive new paint shall be field verified.
- Flooring
 - Remove and dispose of approximately 80 SY of existing carpet and padding throughout entire unit with care so as to not damage the subfloor. Prep subfloor to receive new carpet. Remove any ridges and bumps. Fill minor or local low spots, cracks, joints, holes and other defects with subfloor filler. Apply, trowel and float filler to achieve smooth, flat hard surface. Prohibit traffic until filler is cured. Vacuum clean substrate.
 - Install new Eco Solution Nylon – Shaw Charisma broadloom carpet stretched-in, Mohawk Aladdin Style SP226-XX or approved equal. Color: To be selected from samples provided by Contractor to GDPM Project Manager and resident; Fiber Content: 100% nylon; Total Weight: 22 oz./sq. yd. for finished carpet; Backing: Ecoworx Performance or equal. 6 lb. x 7/16" re-bond carpet pad minimum
 - ALTERNATE DEDUCT 1 – Existing carpet to remain. Thoroughly clean all carpet flooring using the Encapsulation cleaning method.
 - Existing resilient flooring in both bathrooms to remain; clean and sanitize.
 - Remove approximately 180 SF of existing resilient flooring in side entry, kitchen and hallway areas on first floor with care so as not to damage subfloor. Prepare existing subfloor to receive new flooring. Remove any ridges and bumps. Fill minor or local low spots, cracks, joints, holes and other defects with subfloor filler. Apply, trowel and float filler to achieve smooth, flat hard surface. Prohibit traffic until filler is cured. Vacuum clean substrate.
 - Install approximately 180 SF of new vinyl tile flooring. Contractor shall provide flooring samples for GDPM Project Manager to choose from. Install flooring in accordance with manufacturer installation instructions.
 - Furnish and install new snap-in transition strip to facilitate changes in adjacent flooring types.
 - ALTERNATE DEDUCT 3 – Existing resilient flooring to remain. Thoroughly clean and sanitize approximately 180 SF of resilient flooring.
- Cabinets – Refurbish existing base and wall cabinets. Replace missing drawer face, mounting hardware and door pulls to match existing. Clean and sanitize all cabinetry.
- Bathroom Accessories
 - Install new showerhead in first floor bathroom; American Standard 2-GPM FloWise 3-Spray Showerhead or equal.
 - Install new toilet paper roller in second floor bathroom.

- Smoke Detectors – Ensure all hard-wired battery backup smoke detectors are functioning properly. Provide unit price for replacement of non-working detectors with new interconnected combination smoke/carbon monoxide battery-backup detector.
- Electrical/Fixtures
 - Clean out all existing light fixture covers. Replace missing ceiling light fixture covers to match existing in kitchen and second floor bedroom four respectively.
 - Replace damaged fixtures in first floor study room with Progress Lighting p/n P7378-30 complete with 3-F13BX 741 lamps or equal. Verify all other existing fixtures function properly within the bedrooms and commons areas and replace faulty fixtures per spec.
 - All other electrical devices are to remain. Ensure devices are functioning properly and that cover plates are securely fastened and undamaged. Replace missing/damaged cover plates with Pass-Seymour, style CS/CR or equal. Cover plates shall be of nylon construction and white in color.
- Windows and Screens
 - All windows shall be examined for proper operation and ability to be locked. Clean and sanitize existing windows to remain. Caulk joints around windows to assure weather tightness as required. Any sealants used shall be new, un-opened containers of 1st quality.
 - Existing windows are argon gas-filled. This scope of work **does not** include replace of windows due to broken seal.
 - Re-secure window screen in first floor study and second floor bedroom one windows. Install new screens as required. Replace damaged window pane of first floor study window.
- Mechanical/Plumbing
 - Existing ventilation fans, including range hood, to remain. Clean and ensure of proper operation. Include unit price for replacement of non-working devices as specified. Bath fans with a combination fan and light as manufactured by Broan p/n 680 or equal with lamp; connect to existing ductwork to outside and wall switch for control. Range hood standard under-cabinet by Broan or equal with lamp.
 - Furnish and install new 65 gallon electric water heater Rheem Model 81V-66D or equal. Install per the manufacturer's recommendations and local code requirements. The installation shall be complete with all fittings, unions, safety devices, discharge tubes, expansion tank and shut-off valve. Any discharge piping shall be configured to the existing floor drain and properly terminated. Furnish and install a new aluminum drain pan complete with PVC over flow fitting equal to IPS Corporation p/n AHP series. Terminate overflow outlet to the existing floor drain. Provide at new grate for the existing floor drain and configure to accept new piping. Clean and assure of proper operation and flow of this floor drain. Make all required venting connections to existing vent riser using rigid vent material and properly fitted with tight connections/joints. This work shall be performed by a professional service company trained to do so. Present

GDPM with written documentation to substantiate completion of this work and note and possible defects for safe operation.

- Existing toilet, lavatory, bathtub and plumbing fixtures to remain. Clean and ensure of proper operation. Include unit price for replacement of non-working fixtures to match existing.
- Basement – Thoroughly clean and sanitize all basement surfaces.
- All caulk sealants to be Sherwin-William 950A Acrylic Latex or equal by PPG Porter Paints. Follow manufacturers' preparation and application directives to assure clean, smooth and durable finishes free of dust, dirt, voids, etc. Where voids are found to be too great use a properly sized closed-cell backer rod prior to sealant application.
- Exterior
 - Verify that the rain management system is complete, intact, water-tight and free-flowing. Clean all gutters and downspouts to allow unrestricted flow. Seal all ends for water-tightness. Reattach approximately 15 LF of gutter at rear of building. Where missing, furnish and install one (1) new appropriately sized PVC elbow at downspout at rear of building.
 - ALTERNATE DEDUCT 2 – Remove cleaning, sealing and reattaching of gutter system.
 - Furnish and install one (1) new pre-cast 14" x 36" splash block at rear of building. Install the splash block semi-recessed to make safe for mowers. Assure pitch of the splash block is away from building and free running.
 - Replace/repair approximately 30 LF of missing siding and detached vinyl soffit.
- Project completion time: Shall not be greater than three (3) weeks; coordinate with GDPM Project Manager. Project shall be completed in a courteous and timely matter. **Project schedule shall be approved by Greater Dayton Premier Management prior to starting work.** Greater Dayton Premier Management will conduct a final inspection upon project completion.
- Contractor shall provide to GDPM Project Manager with Operation & Maintenance Manual including the following items:
 - Manufacturer's product and warranty documentation for all installed products
 - Contractor one-year warranty letter covering materials and workmanship.
- A warranty inspection shall occur nine (9) months after project completion.

2005 Val Vista Restoration

Estimate Sheet

Please attach this estimate sheet to your quote. Contract may be awarded in full or in part based on the scope breakdown below. All prices shall include contractor's profit and overhead costs. Failure to include this estimate sheet with your quote or submitting incomplete information shall render your quote invalid.

SCOPE/ITEM	COST	TIME OF COMPLETION
<p><u>BASE QUOTE</u> All labor and material associated with project complete scope of work</p>	\$	_____ Calendar Days
<p><u>ALTERNATE DEDUCTS</u></p>		
1. Deduct carpet replacement; instead, clean existing carpet	\$	
2. Deduct gutter system cleaning and sealing	\$	
3. Deduct new vinyl tile flooring; instead, clean & disinfect existing resilient floor to remain	\$	
4. Deduct painting 350 S.F. of walls and 50 S.F. of ceiling	\$	
<p><u>UNIT PRICES</u></p>		
Patch, repair and paint drywall, per SQ. FT.	\$ / S.F.	
Replace interconnected smoke detector	\$ / EA.	
Replace bathroom fan-light combination vent	\$ / EA.	
Replace under-cabinet range hood	\$ / EA.	
Replace toilet and fittings	\$ / EA.	
Replace lavatory and fittings	\$ / EA.	
Replace bathtub and fittings	\$ / EA.	

General Contract Conditions for Small Construction/Development Contracts

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

OMB Approval No. 2577-0157 (exp. 01/31/2014)

Applicability. The following contract clauses are applicable and must be inserted into small construction/development contracts greater than \$2,000 but not more than \$100,000.

1. Definitions

Terms used in this form are the same as defined in form HUD-5370

2. Prohibition Against Liens

The Contractor is prohibited from placing a lien on the PHA's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers. The only liens on the PHA's property shall be the Declaration of Trust or other liens approved by HUD.

3. Disputes

- (a) Except for disputes arising under the **Labor Standards** clauses, all disputes arising under or relating to this contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. A claim by the PHA against the Contractor shall be subject to a written decision by the Contracting Officer.
- (c) The Contracting Officer shall, within 30 days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- (d) The Contracting Officer's decision shall be final unless the Contractor (1) appeals in writing to a higher level in the PHA in accordance with the PHA's policy and procedures, (2) refers the appeal to an independent mediator or arbitrator, or (3) files suit in a court of competent jurisdiction. Such appeal must be made within 30 days after receipt of the Contracting Officer's decision.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

4. Default

- (a) If the Contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the Contracting Officer may, by written notice to the Contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In the event, the PHA may take over the work and complete it by contract or otherwise, and may take possession of and use any materials, equipment, and plant on the work site necessary for completing the work. The Contractor and its sureties shall be liable for any damage to the PHA resulting from the Contractor's refusal or failure to complete the work within the specified time, whether or not the Contractor's right to proceed with the work is terminated. This liability includes any increased costs incurred by the PHA in completing the work.

- (b) The Contractor's right to proceed shall not be terminated or the

Contractor charged with damages under this clause if –

- (1) The delay in completing the work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor; and
 - (2) The Contractor, within 10 days from the beginning of such delay notifies the Contracting Officer in writing of the causes of delay. The Contracting Officer shall ascertain the facts and the extent of the delay. If, in the judgment of the Contracting Officer, the findings of Fact warrant such action, time for completing the work shall be extended by written modification to the contract. The findings of the Contracting Officer shall be reduced to a written decision which shall be subject to the provisions of the **Disputes** clause of this contract.
- (c) If, after termination of the Contractor's right to proceed, it is determined that the Contractor was not in default, or that the delay was excusable, the rights and obligation of the parties will be the same as if the termination had been for convenience of the PHA.

5. Termination for Convenience

- (a) The Contracting Officer may terminate this contract in whole, or in part, whenever the Contracting Officer determines that such termination is in the best interest of the PHA. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of the work under the contract is terminated, and the date upon which such termination becomes effective.
- (b) If the performance of the work is terminated, either in whole or in part, the PHA shall be liable to the Contractor for reasonable and proper costs resulting from such termination upon the receipt by the PHA of a properly presented claim setting out in detail: (1) the total cost of the work performed to date of termination less the total amount of contract payments made to the Contractor; (2) the cost (including reasonable profit) of settling and paying claims under subcontracts and material orders for work performed and materials and supplies delivered to the site, payment for which has not been made by the PHA to the Contractor or by the Contractor to the subcontractor or supplier; (3) the cost of preserving and protecting the work already performed until the PHA or assignee takes possession thereof or assumes responsibility therefore; (4) the actual or estimated cost of legal and accounting services reasonably necessary to prepare and present the termination claim to the PHA; and (5) an amount constituting a reasonable profit on the value of the work performed by the Contractor.
- (c) The Contracting Officer will act on the Contractor's claim within days (60 days unless otherwise indicated) of receipt of the Contractor's claim.
- (d) Any disputes with regard to this clause are expressly made subject to the provisions of the Disputes clause of this contract.

6. Insurance

- (a) Before commencing work, the Contractor and each subcontractor shall furnish the PHA with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

(1) Workers' Compensation, in accordance with state or Territorial Workers' Compensation laws.

(2) Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence to protect the Contractor and each subcontractor against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract; and the extended reporting period may not be less than five years following the completion date of the Contract.

(3) Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$ _____ [Contracting Officer insert amount] per occurrence.

(b) Before commencing work, the Contractor shall furnish the PHA with a certificate of insurance evidencing that Builder's Risk (fire and extended coverage) Insurance on all work in place and/or materials stored at the building site(s), including foundations and building equipment, is in force. The Builder's Risk Insurance shall be for the benefit of the Contractor and the PHA as their interests may appear and each shall be named in the policy or policies as an insured. The Contractor in installing equipment supplied by the PHA shall carry insurance on such equipment from the time the Contractor takes possession thereof until the Contract work is accepted by the PHA. The Builder's Risk Insurance need not be carried on excavations, piers, footings, or foundations until such time as work on the superstructure is started. It need not be carried on landscape work. Policies shall furnish coverage at all times for the full cash value of all completed construction, as well as materials in place and/or stored at the site(s), whether or not partial payment has been made by the PHA. The Contractor may terminate this insurance on buildings as of the date taken over for occupancy by the PHA. The Contractor is not required to carry Builder's Risk Insurance for modernization work which does not involve structural alterations or additions and where the PHA's existing fire and extended coverage policy can be endorsed to include such work.

(c) All insurance shall be carried with companies which are financially responsible and admitted to do business in the State in which the project is located. If any such insurance is due to expire during the construction period, the Contractor (including subcontractors, as applicable) shall not permit the coverage to lapse and shall furnish evidence of coverage to the Contracting Officer. All certificates of insurance, as evidence of coverage, shall provide that no coverage may be canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Contracting Officer.

7. Contract Modifications

(a) Only the Contracting Officer has authority to modify any term or condition of this contract. Any contract modification shall be authorized in writing.

(b) The Contracting Officer may modify the contract unilaterally (1) pursuant to a specific authorization stated in a contract clause (e.g., Changes); or (2) for administrative matters which do not change the rights or responsibilities of the parties (e.g.,

change in the PHA address). All other contract modifications shall be in the form of supplemental agreements signed by the Contractor and the Contracting Officer.

(c) When a proposed modification requires the approval of HUD prior to its issuance (e.g., a change order that exceeds the PHA's approved threshold), such modification shall not be effective until the required approval is received by the PHA.

8. Changes

(a) The Contracting Officer may, at any time, without notice to the sureties, by written order designated or indicated to be a change order, make changes in the work within the general scope of the contract including changes:

- (1) In the specifications (including drawings and designs);
- (2) In the method or manner of performance of the work;
- (3) PHA-furnished facilities, equipment, materials, services, or site; or,
- (4) Directing the acceleration in the performance of the work.

(b) Any other written order or oral order (which, as used in this paragraph (b), includes direction, instruction, interpretation, or determination) from the Contracting Officer that causes a change shall be treated as a change order under this clause; provided, that the Contractor gives the Contracting Officer written notice stating (1) the date, circumstances and source of the order and (2) that the Contractor regards the order as a change order.

(c) Except as provided in this clause, no order, statement or conduct of the Contracting Officer shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment.

(d) If any change under this clause causes an increase or decrease in the Contractor's cost of, or the time required for the performance of any part of the work under this contract, whether or not changed by any such order, the Contracting Officer shall make an equitable adjustment and modify the contract in writing. However, except for an adjustment based on defective specifications, no proposal for any change under paragraph (b) above shall be allowed for any costs incurred more than 20 days (5 days for oral orders) before the Contractor gives written notice as required. In the case of defective specifications for which the PHA is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with the defective specifications.

(e) The Contractor must assert its right to an adjustment under this clause within 30 days after (1) receipt of a written change order under paragraph (a) of this clause, or (2) the furnishing of a written notice under paragraph (b) of this clause, by submitting a written statement describing the general nature and the amount of the proposal. If the facts justify it, the Contracting Officer may extend the period for submission. The proposal may be included in the notice required under paragraph (b) above. No proposal by the Contractor for an equitable adjustment shall be allowed if asserted after final payment under this contract.

(f) The Contractor's written proposal for equitable adjustment shall be submitted in the form of a lump sum proposal supported with an itemized breakdown of all increases and decreases in the contract in at least the following details:

- (1) Direct Costs. Materials (list individual items, the quantity and unit cost of each, and the aggregate cost); Transportation and delivery costs associated with materials; Labor

breakdowns by hours or unit costs (identified with specific work to be performed); Construction equipment exclusively necessary for the change; Costs of preparation and/ or revision to shop drawings resulting from the change; Worker's Compensation and Public Liability Insurance; Employment taxes under FICA and FUTA; and, Bond Costs - when size of change warrants revision.

- (2) Indirect Costs. Indirect costs may include overhead, general and administrative expenses, and fringe benefits not normally treated as direct costs.
- (3) Profit. The amount of profit shall be negotiated and may vary according to the nature, extent, and complexity of the work required by the change.

The allowability of the direct and indirect costs shall be determined in accordance with the Contract Cost Principles and Procedures for Commercial Firms in Part 31 of the Federal Acquisition Regulation (48 CFR 1-31), as implemented by HUD Handbook 2210.18, in effect on the date of this contract. The Contractor shall not be allowed a profit on the profit received by any subcontractor. Equitable adjustments for deleted work shall include a credit for profit and may include a credit for indirect costs. On proposals covering both increases and decreases in the amount of the contract, the application of indirect costs and profit shall be on the net-change in direct costs for the Contractor or subcontractor performing the work.

- (g) The Contractor shall include in the proposal its request for time extension (if any), and shall include sufficient information and dates to demonstrate whether and to what extent the change will delay the completion of the contract in its entirety.
- (h) The Contracting Officer shall act on proposals within 30 days after their receipt, or notify the Contractor of the date when such action will be taken.
- (i) Failure to reach an agreement on any proposal shall be a dispute under the clause entitled Disputes herein. Nothing in this clause, however, shall excuse the Contractor from proceeding with the contract as changed.
- (j) Except in an emergency endangering life or property, no change shall be made by the Contractor without a prior order from the Contracting Officer.

9. Examination and Retention of Contractor's Records

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

10. Rights in Data and Patent Rights (Ownership and Proprietary Interest)

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

11. Energy Efficiency

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

12. Procurement of Recovered Materials

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

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

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

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

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

14. Labor Standards - Davis-Bacon and Related Acts

(a) Minimum Wages.

(1) All laborers and mechanics employed under this contract in the construction or development of the project(s) involved will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the regular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in

a prominent and accessible place where it can be easily seen by the workers.

- (2) (i) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when all the following criteria have been met:
- (a) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
 - (b) The classification is utilized in the area by the construction industry; and
 - (c) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employee Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary.
- (iv) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (a)(2)(ii) or (iii) of this clause shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- (3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- (4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; *provided*, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) **Withholding of Funds.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working in the construction or development of the project, all or part of the wages required by the contract, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

(c) **Payrolls and Basic Records.**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working in the construction or development of the project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made, and actual wages paid. Whenever the Secretary of Labor has found, under 29 CFR 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification

of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

- (2) (i) The Contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the Contracting Officer for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under subparagraph (c)(1) of this clause. This information may be submitted in any form desired. Optional Form WH-347 (Federal Stock Number 029-005-00014-1) is available for this purpose and may be purchased from the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors. (Approved by the Office of Management and Budget under OMB Control Number 1214-0149.)
- (ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
- (A) That the payroll for the payroll period contains the information required to be maintained under paragraph (c)(1) of this clause and that such information is correct and complete;
- (B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3; and
- (C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- (iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance" required by subparagraph (c)(2)(ii) of this clause.
- (iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 3729 of Title 31 of the United States Code.
- (3) The Contractor or subcontractor shall make the records required under subparagraph (c)(1) available for inspection, copying, or transcription by authorized representatives of HUD or its designee, the Contracting Officer, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(d) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services (OATELS), or with a State Apprenticeship Agency recognized by OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in this paragraph, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event OATELS, or a State Apprenticeship Agency recognized by OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(e) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate

specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(f) **Equal Employment Opportunity.** The utilization of apprentices, trainees, and journeymen under this clause shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

(g) **Compliance with Copeland Act Requirements.** The Contractor shall comply with the requirements of 29 CFR Part 3, which are hereby incorporated by reference in this contract.

(h) **Contract Termination; Debarment.** A breach of the labor standards clauses in this contract may be grounds for termination of the contract and for debarment as a Contractor and a subcontractor as provided in 29 CFR 5.12.

(i) **Compliance with Davis-Bacon and related Act Requirements.** All rulings and interpretations of the Davis-Bacon and related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

(j) **Disputes Concerning Labor Standards.** Disputes arising out of the labor standards provisions of this clause shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the PHA, HUD, the U.S. Department of Labor, or the employees or their representatives.

(k) **Certification of Eligibility.**

- (1) By entering into this contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a United States Government

contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

(l) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this clause, and such other clauses as HUD or its designee may by appropriate instructions require, and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

(m) Non-Federal Prevailing Wage Rates. Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under State law to be prevailing, with respect to any employee in any trade or position employed under the contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate exceeds:

- (i) the applicable wage rate determined by the Secretary of Labor pursuant to the Davis-Bacon Act (40 U.S.C. 3141 et seq.) to be prevailing in the locality with respect to such trade;
- (ii) an applicable apprentice wage rate based thereon specified in an apprenticeship program registered with the U.S. Department of Labor (DOL) or a DOL-recognized State Apprenticeship Agency; or
- (iii) an applicable trainee wage rate based thereon specified in a DOL-certified trainee program.



Dayton Metropolitan Housing Authority dba
 Greater Dayton Premier Management
 400 Wayne Ave.
 P.O. Box 8750
 Dayton, Ohio 45401-8750
 Telephone (937) 910-7500
 Fax (937) 910-7689



Section 3 Business Concern Application

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

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

NAME OF BUSINESS: _____

ADDRESS OF BUSINESSES: _____

TELEPHONE NUMBER: _____ **FAX NUMBER:** _____

PAGER NUMBER: _____ **CELLULAR NUMBER:** _____

EMAIL ADDRESS: _____

CONTACT PERSON: _____ **TITLE:** _____

1. TYPE OF BUSINESS (Check Applicable Status)

- Corporation Partnership Sole Proprietorship Joint Venture

Ethnicity: _____ Gender: _____ Federal Employer Identification Number/SSN _____

2. CHECK AND ATTACH ALL THAT APPLY

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

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

I am an individual, sole proprietorship, partnership, corporation or joint venture NOT claiming a Section 3 preference (please check Section 3 resident/business definitions and income guidelines*** at the end of this document prior to selecting this option).

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

I am an individual, sole proprietorship, partnership, corporation or joint venture claiming a Section 3 preference as:

(1) An individual, sole proprietorship, partnership, corporation or joint venture that has a 51% ownership by a Section 3 qualified individual (see guidelines on the page 3).

- Prime Contractor submit: Form sec3-001a, Section 3 Business Concern Application (this form) and all required supporting documentation.
- Prime Contractor submit: Form sec3-001b, Section 3 Employee List
- For the Owner claiming 51% or more Ownership submit: Form sec3-002a, Section 3 Resident Preference Claim Form and all required supporting documentation (to be completed for each section 3 resident claimed in meeting the 30% threshold)
- For the Owner claiming 51% or more Ownership submit: Form sec3-002b, Section 3 Resident or Employee Household Income Certification (to be completed for each section 3 resident claimed in meeting the 30% threshold)

- (2) A business claiming 30% of current full-time workforce qualify as section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents see guidelines on the page 3).**
 - Prime Contractor submit: Form sec3-001a, Section 3 Business Concern Application (this form) and all required supporting documentation.
 - Prime Contractor submit: Form sec3-001b, Section 3 Business Employee List and all required supporting documentation
 - Prime Contractor submit: Form sec3-001c, Section 3 Business Contractor or Subcontractor Payroll Report Complete for each F/T employee who has been employed at least one month. (this includes all employees of the company)
 - For each Section 3 Employee submit: Form sec3-002a, Section 3 Resident Preference Claim Form and all required supporting documentation (to be completed for each section 3 resident claimed in meeting the 30% threshold)
 - For each Section 3 Employee submit: Form sec3-002b, Section 3 Resident or Employee Household Income Certification (to be completed for each section 3 resident claimed in meeting the 30% threshold)

- (3) A business claiming to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) above.**
 - Prime Contractor submit: Form sec3-001a, Section 3 Business Concern Application (this form) and all required supporting documentation completed by the prime contractor
 - Prime Contractor submit: Form sec3-001b, Section 3 Employee List and all required supporting documentation completed by the prime contractor
 - Prime Contractor submit: Form sec3-001d, Section 3 Contractor or Subcontractor Report (this list must demonstrate that 25% of the total dollar award of all subcontracts to be awarded to Section 3 business concerns).
 - For each Section 3 Subcontract submit: Form sec3-001a, Section 3 Business Concern Application and all required supporting documentation for each individual, sole proprietorship, partnership, corporation or joint venture claimed on the subcontractor list.
 - For each Section 3 Subcontract submit: Form sec3-002a, Section 3 Resident Preference Claim Form and all required supporting documentation (to be completed for each section 3 owner/employee claiming Section 3 resident status as a subcontractor)
 - For each Section 3 Subcontract submit: Form sec3-002b, Section 3 Resident or Employee Household Income Certification (to be completed for each section 3 owner/employee claiming Section 3 resident status as a subcontractor)
 - For each Section 3 Subcontract submit: Form sec3-001b, Section 3 Business Employee List and all required supporting documentation completed by each subcontractor

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

CORPORATE SEAL

PRINT NAME: _____

SIGNATURE: _____ **DATE:** _____

TITLE: _____

FOR OFFICE USE ONLY:

Date Received: _____ Initial Application Reviewed by: _____

Final Application Reviewed by: _____ Approval Status: Approved Denied

Why Certify as a Section 3 Business:

1) Receive preference during the bidding/proposal process

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

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

3) Boost your business growth and service/product output

Individuals who qualify as Section 3 residents:

A person must meet one of the following definitions to qualify as a **Section 3 resident**. This person must be:

- a. a public housing resident; **or**
- b. an individual who resides in the metropolitan area where the Section 3 assistance is being expended (i.e. Montgomery county) **and** who is:
 1. low income; **or**
 2. very low income; **or**
- c. a person seeking the training and employment preference provided by Section 3;
- d. a person receiving unemployment benefits or other government subsidies;
- e. returning veterans, recent college or vocational school graduates, women in non-traditional careers.

Note: Persons in categories c, d, e must fall within low- and very low-income guidelines specified below.

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	\$21,100	\$24,100	\$27,100	\$30,100	\$32,550	\$34,950	\$37,350	\$39,750
Low-Income	\$33,750	\$38,550	\$43,350	\$48,150	\$52,050	\$55,900	\$59,750	\$63,600

Note: *2013 Median Family Income for Ohio: \$56,100 (www.huduser.org)

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

CHART 2

# IN HOUSEHOLD	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
VERYLOW-INCOME	\$10.14	\$11.59	\$13.03	\$14.47	\$15.65	\$16.80	\$17.96	\$19.11
LOW-INCOME	\$16.23	\$18.53	\$20.84	\$23.15	\$25.02	\$26.88	\$28.73	\$30.58

*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. \$56,100/2,080 = \$26.97)

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

A Section 3 Business Concern is a business concern:

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

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

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

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

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

I. Overview

Description of the project's work detail

Proposed contracting opportunities for Section 3 businesses

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

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

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

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

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

Please provide the following information on each intended subcontractor:

(Attach a separate sheet if necessary)

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

APPLICATION CERTIFICATION

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

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

_____ *(Name of Corporation)*

_____ *Signature of Authorized Representative*

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

Title: _____

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

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

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

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

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

I. DEFINITIONS:

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

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

MBE Resources available in the community:

Ohio MBE Certification;

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

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

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

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

Dayton Minority Biz

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

South Central Ohio Minority Supplier Development Council

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

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

WBE resources available in the community:

Ohio WBE Resources:

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

City of Dayton Human Relations Council:

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

US SBA WBE Resources:

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

Women's Business Enterprise National Council

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

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

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

DBE and SBE resources available:

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

Small Business Standards:

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

SBA Certifications:

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

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

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

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

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

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

You may also contact VetBiz through the following methods:

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

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

LIST OF PROPOSED MINORITY BUSINESS SUBCONTRACTORS AND SUPPLIERS

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

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

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

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

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

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

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

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

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

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

General Decision Number: OH130039 11/22/2013 OH39

Superseded General Decision Number: OH20120054

State: Ohio

Construction Type: Residential

Counties: Greene, Miami, Montgomery and Preble Counties in Ohio.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Modification Number	Publication Date
0	01/04/2013
1	03/29/2013
2	11/22/2013

ENGI0018-027 05/01/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR: (Bulldozer).....	\$ 30.67	13.01

ENGI0066-026 06/01/2012

	Rates	Fringes
POWER EQUIPMENT OPERATOR: (CRANE).....	\$ 20.33	16.01

* LABO0265-004 07/01/2013

	Rates	Fringes
LABORER (Mason Tender-Brick).....	\$ 21.45	10.90

PAIN0707-001 05/01/2012

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 22.34	11.74

PLAS0109-006 06/01/2012

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 18.55	8.05

SHEE0033-016 03/01/2013

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 17.46	9.32

SUOH2012-020 07/20/2012

	Rates	Fringes
BRICKLAYER.....	\$ 28.40	11.78
CARPENTER.....	\$ 20.19	6.51
ELECTRICIAN.....	\$ 19.68	9.46
LABORER: Common or General.....	\$ 21.50	5.23
OPERATOR: Backhoe/Excavator.....	\$ 25.25	9.38
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 29.49	11.16
PLUMBER.....	\$ 20.00	5.52
ROOFER.....	\$ 16.85	3.83

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION