ENHANCING NEIGHBORHOODS
STRENGTHENING COMMUNITIES
CHANGING LIVES

REQUEST FOR QUOTE

(THIS SECTION IS COMPLETED BY GDPM)

Job Name Timeline:

May 21st -25th, Site Visit 6046 Channingway Contact K Beck 937.875.1755 May 27th, GDPM post questions to website
May 26th, Vendors submit Questions June 1st, Email quotes to procurement@gdpm.org
Email procurement@gdpm.org for walk-through instructions

Anticipated Project Term: TBD

Anticipated Start Date

Prevailing Wage :

- (●) Yes (If yes, please attach documentation)
- ( ) No

Contractor:
Please indicate if any of the following contract award preference apply: (for more information on whether your company is eligible for any of the following preference categories, please go to http://www.dmha.org/working-with-gdpm/doing-business-with-dmha/diversity.html.

Check at least one of the following:
If checked, please attach documentation/certification(s)

☐ Section 3 ☐ MBE/WBE ☐ Veteran ☐ None Apply

Name of Business:

Street Address:

Street Address Line 2:

City:

State:

Zip Code:

Contact Number:

E-mail:

Contractor's Proposal:

By signing below, Contractor acknowledges that if selected for the Contract Award, Contractor will perform all work necessary to complete the task as specified above at Contractor's quoted price within the time period provided. Further, Contractor has reviewed and accepts all GDPM General Terms and Conditions and, unless otherwise specified in writing by GDPM, no other contract documents will be necessary. A copy of all GDPM Required Contract Documents are available at http://www.dmha.org/working-with-gdpm/business-opportunities/contract-documents.html or upon request by e-mailing at pprocurement@gdpm.org.

_____ _____
Contractor Signature of Acceptance Date

Acceptance of Proposal:
The above price, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

_____ _____
GDPM Signature of Acceptance Date

_____
Contract Start Date

Scope of Repairs 6046 Channing Way Ct Dayton Oh

Kitchen
Replace insulation on exterior walls
Remove Drywall on Ceiling
Replace drywall on walls and ceiling
Prime and Paint walls and ceiling
Replace light fixtures -2 11" LED Low-Profile Round w/ 20W, White Acrylic Lens in White Enamel Steel
Replace Smoke detector First Alert® BRK® Hardwired Smoke Alarm w/ 10 Year Sealed Lithium Battery Backup
Replace the window
Replace window blind Cordless 1" Vinyl Mini Blind White
Replace electric outlets and switches almond color
Replace outlet and switch face plates Jumbo unbreakable almond color
Replace heat register
Replace baseboard wood
Paint baseboards.
Replace cabinets – Upper and lower CHADWOOD
Replace counter top Formica 8-ft Lapidus Brown- Fx Radiance Straight Laminate Kitchen Countertop
Replace double sink and faucet Moen Chateau Kitchen Faucet, Single Handle, Chrome, 1.5 GPM, Less Spray
Replace plumbing to sink
Replace refrigerator - GE GPE16DT Ref, 15.6 cu ft, wire, Smooth handle
Replace range and range hood - Range GE JBS460D Elec range, Front Controls, Standard Clean. Range Hood JN327 30” non-vented
Rewire the range hood
Clean strip and wax floor
Remove and Replace exterior door
Paint exterior door
Remove and replace screen door
Replace door and window trim
Paint door and window trim.

Furnace room
Remove Drywall on Ceiling
Replace drywall on walls and ceiling
Prime and Paint walls and ceiling
Check operation of and clean and service furnace

Paint door trim.
Replace shelves above washer and dryer
Paint shelves
Re-glue loose floor tile
Clean strip and wax floors

Living room and closet

Replace insulation on exterior walls.
Remove Drywall on Ceiling
Replace drywall on walls and ceiling
Prime and Paint walls and ceiling
Replace baseboard wood
Paint baseboards.
Replace interior closet door units
Paint interior door unit
Replace door and window trim
Paint door and window trim.
Replace rod and shelves in closet
Paint shelves
Replace heat register 2
Remove and Replace exterior door
Paint exterior door
Remove and replace screen door
Replace the window 2
Replace window blind Cordless 1" Vinyl Mini Blind White
Replace thermostat
Replace junction box
Replace electric outlets and switches almond color
Replace outlet and switch face plates Jumbo unbreakable almond color
Replace carpet

Bedroom 1 and closet
Replace insulation on exterior walls
Remove drywall on ceiling
Replace drywall on walls and ceiling
Prime and Paint walls and ceiling
Replace Smoke detector First Alert® BRK® Hardwired Smoke Alarm w/ 10 Year Sealed Lithium Battery Backup

Replace window blind Cordless 1" Vinyl Mini Blind White
Replace window
Replace interior door unit
Replace double closet door
Paint 2 interior door unit
Replace electric outlets and switches almond color
Replace outlet and switch plates Jumbo unbreakable almond color
Replace heat register
Replace baseboard wood
Paint baseboard
Replace door and window trim
Paint door and window trim
Replace closet shelf and rod
Paint closet shelf
Replace Carpet

Bedroom 2 and closet
Replace insulation on exterior walls
Remove drywall on ceiling
Replace drywall on walls and ceiling
Prime and Paint walls and ceiling
Replace Smoke detector First Alert® BRK® Hardwired Smoke Alarm w/ 10 Year Sealed Lithium Battery Backup

Replace window blind Cordless 1" Vinyl Mini Blind White
Replace window
Replace interior door unit
Replace double closet door
Paint 2 interior door unit
Replace electric outlets and switches almond color
Replace outlet and switch plates Jumbo unbreakable almond color
Replace heat register
Replace baseboard wood
Paint baseboard
Replace door and window trim
Paint door and window trim
Replace closet shelf and rod
Paint closet shelf
Replace Carpet

Bathroom
Replace insulation on exterior walls
Remove drywall from ceiling
Replace drywall on walls and ceiling
Paint walls and ceiling
Replace light fixture
Replace interior door unit
Paint interior door unit
Replace electric outlets and switches almond color
Replace outlet and switch face plates Jumbo unbreakable almond color
Replace heat register
Replace baseboard wood
Paint baseboard
Replace door trim
Paint door trim
Clean strip and wax tile floor
Replace medicine cabinet
Replace light above medicine cabinet Seasons® MXL1039-LED17K830 Linear Vanity, 120 V 18 W 1800 Lumens 50000 Hr LED Bulb, Brushed Nickel
Replace vent fan
Clean toilet
Remove and reset bathtub
Replace bathtub surround

Replace bathtub faucet Moen® Chateau Posi-Temp™ Tub/Shower Trim, 1.75 GPM Shower, Chrome
Replace vanity and sink
Replace sink faucet Moen® Chateau™ Single Handle Lavatory Faucet, 1.2 GPM, Chrome
Replace towel bar
Replace Shower curtain rod
Replace toilet paper holder

Attic
Replace blown in insulation

GREATER DAYTON PREMIER MANAGEMENT

General Terms and Conditions

For Construction/Development Contracts that do not Exceed $150,000

This Construction Services General Terms and Conditions (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 and sets forth the construction contract general terms and conditions. Hereinafter, GDPM and Contractor are collectively referred to as the "Parties".

RECITALS

WHEREAS, GDPM awarded the Contract to Contractor based on Contractor's qualifications and bid amount;

WHEREAS, Parties agree that GDPM and Contractor's contractual relationship is subject to all applicable state, local and federal requirements; and

WHEREAS**,** Contractor represents that it is qualified and authorized to perform all services as set forth in the GDPM solicitation documents, including but not limited to the Specifications and Drawings, GDPM Development Requested for Quote form, and as set forth in the Contractor's Proposal/Quote Form and/or Best and Final offer, if applicable; and

WHEREAS, Parties agree that the following Agreement contains GDPM's General Terms and Conditions for Construction Services and said terms and conditions shall not be subject to further negotiation, modification or amendment and by signing and submitting Contractor's Proposal/Quote Form, Contractor agrees to all terms and conditions as set forth herein. Unless specifically set forth herein or 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 the Work as set forth in the solicitation and bid documents. The term "Work" means the construction and services required by the Contract Documents[1] and includes all labor, materials,

[1] *The term "Contract Documents" includes all Solicitation Documents, Scope of Work, the GDPM Request for Quote form, Specifications, Architect Drawings and General Notes on the Drawing, Contractor Quote Form or Best and Final Offer, this Agreement, and any additional supplemental conditions entered into in conformity with this Agreement.*

equipment and services to be provided by the Contractor to fulfill the Contractor's obligations. Additionally, the Work provided for by Contractor is limited to the Work identified in the Contract Documents. Any attempt to modify, alter, increase, or decrease the Work provided for in GDPM's 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 Documents and this Agreement will become contractual obligations if Contractor is awarded the Contract. Failure of Contractor to accept the terms and conditions contained herein may result in termination of this Agreement, may subject Contractor to the liquidated damages provision contained herein and Contractor may be removed from future GDPM bid opportunities.

2. **Contract Term:** This Agreement shall become effective upon GDPM issuing a Notice to Proceed and shall remain in effect for the term specified in the notification for the period as set forth in GDPM's Planning and Development Request for Quote form.

   2.1. Contractor acknowledges and agrees that the performance timelines and Total Contract Period as set forth above provide sufficient time for the Contractor to substantially complete and then finally complete the Work within such time periods. Failure of Contractor to meet performance timelines or to complete the Work within the Total Contract Period is a breach of this agreement and may implicate the liquidated damages provisions. Any request or need for additional time will not necessarily entitle Contractor to additional compensation.

2. **Labor and Materials:** Unless otherwise provided in the Contract Documents, Contractor shall provide, supervise, and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and timely completion of the Work.

3. **Supervision and Construction procedures:** Unless otherwise specified in the GDPM Contract Documents, Contractor shall supervise and direct the Work and shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

3. **Termination for Default:** If Contractor fails or refuses to prosecute the Work, or any separable part thereof, with the diligence that will insure its completion within the time specified above (or any extension thereof), or fails to complete the 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 this event, GDPM 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 GDPM 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 GDPM in completing the Work.

In additions to the circumstances outlined above entitling GDPM to perform Work on behalf of Contractor or terminate the Contract, if (i) Contractor becomes insolvent, or makes a transfer in fraud of creditors, or makes an assignment for the benefit of creditors; (ii) Contractor files or has filed against it a petition under any chapter or section of the United States Bankruptcy Code, as amended, or under any similar law or statute of the United States or any state thereof, or shall be adjudged bankrupt or insolvent in any legal proceeding; (iii) a receiver or trustee is appointed for all or a significant portion of Contractor's assets; or (iv) Contractor actually or constructively abandons, or puts GDPM on actual or constructive notice that it intends to abandon, the Work, GDPM may exercise the remedies set forth in this provision.

4. **Termination for Convenience**: 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 GDPM. Any such termination shall be effected by delivery to the Contractor of a Notice of Termination specifying the extent to which the performance of Work under the contract is terminated, and the date upon which the termination will be effective. If the performance of Work is terminated under this provision, whether in whole or in part, GDPM will be liable to the Contractor for the total cost of accepted Work performed up to the date of termination less the total amount of contract payments made to the Contractor.

5. **Mandatory HUD Terms:** Parties acknowledge and agree that Form *HUD-5370-EZ General Contract Conditions for Small Construction/Development Contracts* 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-EZ General Contract Conditions for Small Construction/Development Contract* is void and unenforceable. A copy of said form is available upon request.

6. **Mandatory Housing Authority Terms:** Parties acknowledge and agree that this Agreement contains *GDPM's Construction Services 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 Contractor form that conflict with the terms as set forth in this Agreement is void and unenforceable. Unless otherwise specified herein, any Conflict with this Agreement and other related GDPM Contract Document is unintentional and the terms of this Agreement shall prevail.

7. **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 fails at any time to continue funding to GDPM, the Work under this Contract may directly or indirectly be affected by the lack of funding and GDPM may terminate the Agreement and GDPM will have no further obligation to make payments and will be released from its obligations on the date such funding expires.

8. **Prohibition Against Liens:** Contractor if prohibited from placing a Lien on GDPM property. This prohibition shall apply to all subcontractors at any tier and all material suppliers.

9. **Compensation and Payment:**

   9.1. Payments shall be made in accordance with the Contract Documents.

   9.2. 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 Quote 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.

   9.3. The Contract Sum as stated in the Contractor's proposal within GDPM' Request for Quote form that is formally accepted by GDPM is the total amount payable by GDPM to the Contractor for performance of the Work under the Contract Documents.

   9.4. Unless expressly specified in the Contract Documents, the unit prices reflected in the Fee Submission/Quote Form shall remain firm with no provision for price increases during the term of the Contract.

   9.5. 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.

10. **Warranties and Representations**: In addition to the Warranties, Representations and Guarantees provided for in the Specifications for Rooftop Replacement 2018, 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:

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

10.2. 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.

10.3. No services or materials provided for by Contractor under this Agreement will infringe upon the intellectual property rights of any third party.

10.4. All services, materials and products provided for hereunder are merchantable and fit for the particular purpose described in this Agreement.

10.5. Contractor has the right and ability to grant the license for any materials and/or products in which title does not pass to GDPM.

10.6. 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.

10.7. Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Agreement.

10.8. Contractor warrants that all equipment, mechanical devises, 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.

10.9. 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.

11. **Consultant/Supplier/Subcontractor Services:** Contractor may provide a portion of the Services through one or more Consultant(s)/Supplier/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.

11.1. 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.

11.2. 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.

11.3. 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.

11.4. 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.

12. **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 if deems, in its sole discretion, such action to be in GDPM's best interest.

13. **Indemnity:**

13.1. To the fullest extent permitted by law, Contractor hereby agrees to protect, defend, indemnify and hold harmless GDPM, its employees, agents, officials and officers, from and against all losses, liabilities and any and all claims of whatever kind, nature or description which may be asserted or claimed against GDPM, its employees, agents, officials and officers, arising out of or in connection with Contractor's (or Contractor's subcontractor or persons directly or indirectly employed by Contractor or the Subcontractor) acts, omissions, and performance of work hereunder or result from any breach, violation or Contractor's (or Contractor's subcontractor or persons directly or indirectly employed by Contractor or the Subcontractor) failure to comply with any of its obligations contained in this Agreement, except to the extent such loss or damage arises from the sole negligence or willful misconduct of GDPM**.** Contractor agrees, at its own expense, to pay the full cost thereof, including attorney's fees, if any, incurred by GDPM, its employees, agents, officials and officers, in defending any claim and shall pay any judgment rendered, with respect to the subject of the indemnity contained herein as well as any allegation of libel, slander, invasion of privacy, any failure to obtain any necessary release, permission or clearance, or any other cause of action or claim arising out of materials and elements provided for by Contractor (or Contractor's subcontractor or persons directly or indirectly employed by Contractor or the Subcontractor) under this Contract. Contractor will be liable, at all times, for damages or destruction of Contractor's (or Contractor's subcontractor or persons directly or indirectly employed by Contractor or the Subcontractor) equipment and materials, regardless of how such damage occurs. GDPM will be under no liability to reimburse

Contractor (or Contractor's subcontractor or persons directly or indirectly employed by Contractor or the Subcontractor) for any such loss. If Contractor insures its equipment and material against physical loss of damage, then Contractor agrees to secure, if required in such insurance, a waiver of subrogation in favor of GDPM. It is expressly understood that the foregoing provisions are intended to survive termination of this agreement.

13.2. 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.

13.3. 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.

13.4. 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.

14. **Insurance:**

14.1. Prior to commencing work and during the Total Contract Term, Contractor and each subcontractor shall obtain and maintain the following insurance coverage(s) and the amount of such coverage(s) shall be in an amount to cover all indemnity obligations and shall include, but not necessarily be limited to, the following:

14.1.1. 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.

14.1.2. Builder's Risk (fire and extended coverage) Insurance in an amount to cover all Work in place and materials stored at the Work site.

14.1.3. 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.

14.1.4. 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.

14.1.5. 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.

14.1.6. 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.

14.1.7. 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.

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

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

14.3. 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.

14.4. **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, expect rights to the proceeds of that insurance.

14.5. Contractor shall provide certificates evidencing the coverage required herein to GDPM upon execution of this Agreement. 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.

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

    15.1. 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.

16. **Bid Guarantee:** All bids must be accompanied by a negotiable bid guarantee, in a form acceptable to GDPM, which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the GDPM and authorized to do business in the State of Ohio. Certified checks and bank drafts must be made payable to the order of GDPM. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder. Failure to submit a bid guarantee with the bid may result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

17. **Assurance of Completion/Payment and Performance Bond:**

    17.1. Unless otherwise stated in the Notice to Proceed, within ten days of such Notice, the Contractor must deliver to GDPM, in a form acceptable to GDPM, a payment and performance bond as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents and in accordance with the following: (i) the bond(s) shall remain in effect at least until one year after the date of final payment made; (ii) all bonds shall be executed by sureties that are duly licensed or authorized in the State of Ohio to issue bonds and shall be named on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (as amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; (iv) a certified copy of the agent's authority to act must accompany all bonds signed by an agent and (v) the current power of attorney for the person who signs for the surety company must be attached to the bond.

    17.2. Failure by the Contractor to obtain the required assurance of completion within the time specified may render the Contractor ineligible for award and GDPM may retain the Contractor's bid guarantee.

    17.3. In order for Contractor to fulfill the requirements of this provision, GDPM, in its sole discretion, may accept any of the following:

        17.3.1. a performance and payment bond in a penal sum of 100% of the contract price

17.3.2. separate performance and payment bonds, each for 50 percent or more of the contract price;

17.3.3. a 20 percent cash escrow;

17.3.4. a 25 percent irrevocable letter of credit; or;

17.3.5. Another form deemed acceptable by GDPM.

18. **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.

19. **Confidentiality:** Contractor may 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.

19.1. 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.

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

20. **Rights in Data and Patent Rights (ownership and Proprietary Interest:** GDPM 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 Agreement, including but not limited to reports, memoranda, drawings, or letters concerning the research and reporting tasks of this Contract.

21. **Examination and Retention of Contractor's Records:** GDPM, HUD, or the Comptroller General of the United States, or any of their duly authorized representatives shall, until three years after final payment under the Contract Documents, 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 Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

22. **Governing Law:** This Agreement shall be governed by the laws of the State of Ohio. The appropriate venue will be a court of competent jurisdiction within Montgomery County, Ohio.

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

24. **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.

25. **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.

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

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

    27.1. **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.

    27.2. **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 $7,500 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.

    27.3. **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.

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

29. **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 Total Contract Term, 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 performance. 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.

30. **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.

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

32. **Claims and Disputes**: All claims by Contractor shall be made in writing and submitted to the Contracting Officer for a written decision. The Contracting Officer will generally within thirty (30) days after receipt of the claim, decide the claim or notify the Contractor of the date in which the decision will be made. The Contractor shall proceed diligently with performance of the Work, pending final resolution of any request for relief, claim, or action under or relating to the Work, and shall comply with any decision of the Contracting Officer.

33. **Federal Requirements:** If the Work to be performed under this Agreement will be paid for in full or in part by federal funds, the Work may be subject to federal statutes, rules, regulations, laws, orders and directives applicable to work paid for by federal funds. Further, federal requirements may apply in other circumstances and it is the responsibility of the Contractor to determine which federal requirements are applicable. 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:
    - 33.1. Any applicable federal Drug-Free Workplace requirements,
    - **33.2.** 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;
    - **33.3.** The Civil Rights Act of 1964; as amended
    - **33.4.** The Age Discrimination Act of 1975, as amended;
    - **33.5.** Anti-Drug Abuse Act of 1988, as amended;
    - 33.6. HUD Bulletin 909-23.
    - 33.7. The American with Disabilities Act, as amended;
    - 33.8. The Byrd-Anti-lobbying Act Amendment (31 U.S.C. 1352), as amended;
    - 33.9. Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135);
    - 33.10. 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
    - 33.11. 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.
    - 33.12. All applicable provision of 2 CFR Part 200.[2]

34. **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. It is the responsibility of the Contractor to determine which state requirements are applicable. 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 and prevailing wage requirements.

35. **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.

36. **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.

37. **Entire Agreement & Order of Precedence:** This Agreement and the GDPM Contract Documents specified below, expressed herein, and incorporated by reference constitute the entire agreement between the parties and supersede any prior understanding among them. Each of the GDPM 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 GDPM Contract Documents are intended to be complementary and to provide for the entire agreement. In the event of any conflict among any of the Contract Documents and unless otherwise specified herein, the order of precedence shall be:

    37.1. Applicable Federal and State of Ohio statutes and regulations;
    37.2. Form HUD-5370-EZ General Contract Conditions for Small Construction/Development Contract;
    37.3. This Agreement – GDPM Construction Services General Terms and Conditions;
    37.4. GDPM's Planning and Development Request for Quote form;
    37.5. The related Notice to Proceed and accompanying contract supplemental terms;
    37.6. The Contractor's Quote Form and/or final fee submission/Best and Final Offer;
    37.7. Contractor's Proposal subject to any limitations set forth in this Agreement;
    37.8. Contractor form of Agreement, if applicable;
    37.9. Other Documents incorporated by reference (if applicable).

38. **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 the GDPM Contract Documents, 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.

39. **Contract Award/Commencement:** Upon submittal of its proposal, Quote Form, or other response to GDPM's Solicitation, Contractor is accepting the terms of this Agreement. Upon issuance of the Notice to Proceed to Contractor, GDPM is accepting Contractor's offer contained in the Fee Submission/Quote Form and/or Best and Final Offer. No **other contractual documents will be necessary or accepted** unless specifically expressed herein or within the Notice to Proceed. The Contract commences upon GDPM's issuance of a Notice to Proceed.

CONTRACTOR PROFILE FORM

(If additional space is needed, please attach a separate sheet.)

Project Name: _____ Project No. _____

Contractor/Business Name: _____

Business Address: _____

Telephone: (____) _____-_____ Fax: (____) _____-_____

Federal Tax ID #: _____ State Tax ID #:_____

Our contract is with _____in the amount of $_____

for _____.
(identify specific work to be performed)

Will any work be subcontracted out? Yes _____ No _____

If yes, to whom? _____

Person(s) authorized to sign (certify) Payroll reports: 1) _____

2) _____

Identify work classification(s), base wage payment and total wage for each individual performing work on the project site. Attach additional sheets if necessary.

Work Classification from wage decision (include group number, if applicable)	**Base Rate of Pay**	**Fringe**	**Total Wage (including Fringe)**

The fringe benefit payment will be (check A, B or C below):

(A) _____ paid to a Union benefit plan (or plans) in the amounts indicated below:

Complete chart below or attach schedule of fringe benefits.

Benefit	**Amount**
Vacation and Holiday	
Union Dues	
Health and Welfare Benefits	
Pension	
Annuity	
Other (Identify)	

Benefit funds are deposited into accounts maintained by: _____

Address: _____

Telephone: (____) _____-_____ Acct. #: (____) _____-_____

(B) _____ paid directly (with the pay check) to each worker in the amount of $_____

(C) _____ paid to an unfunded benefit plan (or plans) in the amounts indicated below:
*****If requested, copies of benefit plans to be submitted for review/approval.*****

Benefit	Amount
Pension	
Medical	
Dental	
Other (Identify)	

Benefit funds are deposited into accounts maintained by: _____

Address: _____

Telephone: (____) _____-_____ Acct. #: _____

Is this a sole proprietorship or partnership business? Yes _____ No _____

Caucasian Owned – WBE _____ MBE _____

_____
Owner/Principal Officer Name (Please Print)

_____ _____
Signature Date

"General Decision Number: OH20210018 01/01/2021

Superseded General Decision Number: OH20200018

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).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

ENGI0018-027 05/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer)	$ 37.02	15.20

ENGI0066-026 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR Crane	$ 22.08	19.66

LABO0265-004 06/01/2018

	Rates	Fringes

LABORER (Mason Tender-Brick).....$ 20.25 16.20

PAIN0707-001 05/01/2019

	Rates	Fringes
PAINTER (Brush and Roller).....$	23.91	16.55

PLAS0109-006 05/01/2018

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...$	28.86	17.11

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* SHEE0033-016 07/01/2017

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....$	19.11	11.67

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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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 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. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010

08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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
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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 **E**ncouraging **D**iversity, **G**rowth and **E**quity 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 Affair
The Center for Veterans Enterprise (CVE)
810 Vermont Avenue, N. W.
Washington, D.C. 20420

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

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

A Good Faith Effort

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

1. Advertising and soliciting for bids through all reasonable and available means including, but not limited to, trade association publications, minority-focused media, attendance at pre-bid meetings, advertising and/or written notices, the interest of all certified MBEs who have the capability to perform the work of the contract concerning subcontracting opportunities. The bidder must solicit this interest within sufficient time to allow the MBEs to respond to the solicitation. The bidder must determine with certainty if the MBEs are interested by taking appropriate steps to follow up initial solicitations.

2. Providing written notice to a reasonable number of specific MBEs that their interest in the contract is being solicited. The notice shall be provided in sufficient time to allow the firms to participate effectively.

3. Following up the initial solicitations of interest by contacting MBEs to determine with certainty whether they are interested in the contract.

4. Selecting portions of the work of the contract to be performed by MBEs to increase the likelihood of meeting participation goals including, where appropriate, breaking down contracts into economically feasible units to facilitate participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

5. Providing interested MBEs with adequate information about the plans, specifications and requirements of the contract in a timely manner to asset 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.

Type	Goal
Construction including renovations	25%
Professional Services	15%
Goods and Services	15%

_____ THE MBE GOAL HAS BEEN MET ON THIS PROJECT

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

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

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

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

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

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

_____
Company Name Contact Person (Print Name)

_____
Contact Person (Signature) Date

_____
Telephone No. E-mail Address

LIST OF PROPOSED MINORITY BUSINESS SUBCONTRACTORS AND SUPPLIERS

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

Please use additional pages if needed.

BUSINESS NAME: _____

Address: _____ Telephone/Fax: _____

Type of Service: _____

Contact Person: _____

Dollar Amount: _____

Percent of Project: _____

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

BUSINESS NAME: _____

Address: _____ Telephone/Fax: _____

Type of Service: _____

Contact Person: _____

Dollar Amount: _____

Percent of Project: _____

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

BUSINESS NAME: _____

Address: _____ Telephone/Fax: _____

Type of Service: _____

Contact Person: _____

Dollar Amount: _____

Percent of Project: _____

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