



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

Contract Name

Contract No.

Contract Term

Davis Bacon Apply?

Scope of Work

Contractor:

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

Check at least one of the following:

Section 3 MBE/WBE Veteran None Apply

Name of Business:

Street Address:

Street Address Line 2:

City:

State:

Zip Code:

Contact Number:

E-mail:

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

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

Contractor Signature

Date

GDPM Signature

Date

GREATER DAYTON PREMIER MANAGEMENT

**Request for Quotes
RFQ # 22-20
Full Service HVAC
Maintenance Services**

Issue Date	October 25, 2022
Pre-Proposal Meeting	N/A
Questions from Contractors Due	November 2, @ 5:00 pm
Responses from GDPM to Be Posted By	November 4, 2022
Proposals Due	November 18, 2022 @ 5:00 pm
Anticipated Award	December 2022

Pre-Proposal Meeting: there is no scheduled pre-proposal meeting

Bid-Opening: There is not be a scheduled public bid opening. On or near the Anticipated Award Announcement date, GDPM will post the award announcement on it's website at the following link: <https://www.gdpm.org/business-opportunities/requests-for-quotes/>

How to Submit Bids:

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY TO:

ebid@dmha.org

THE SUBJECT LINE MUST STATE: **RFQ 22-20 Full Service HVAC Maintenance Services**
PLEASE REFER TO THE ENCLOSED INSTRUCTIONS FOR THE PROPOSAL PACKET FORMAT.

Questions about this Bid Shall be Submitted Electronically to: ebid@dmha.org

Greater Dayton Premier Management reserves the right to reject any or all proposals, or waive any informality in the bidding. No proposals shall be withdrawn for a period of one hundred twenty (120) days of submission.

All awardees shall be required to meet Affirmative Action requirements and Equal Opportunity requirements and must insure that all employees and applicants for employment are not discriminated against because of race, color, religion, national origin, disability, age, ancestry, creed, or military status.

Greater Dayton Premier Management

RFQ 22-20

Full HVAC Maintenance Services

Table of Contents

The below items are part of the Bidder's Packet. *Most of these items must either be completed or signed or both and submitted with your sealed bid. Please submit forms in order.*

Item 1	Summary & Specifications
Item 2	Bid Form & Bid Certification
Item 3	HUD 5370-C
Item 4	Non-Collusive Affidavit and Full Disclosure
Item 5	W-9
Item 6	Section 3 Application
Item 7	Section 3 Supplemental Instructions
Item 8	Is Your Bid Packet Complete?

SUMMARY
SECTION 01100

PART 1 - GENERAL

1.1 SUMMARY OF WORK

A. Project Identification: As follows:

1. Project: Full Service HVAC Maintenance Contract for GDPM - Central Offices-CO1
2. Owner: Greater Dayton Premier Management 400 Wayne Ave. Dayton, Ohio 45410
3. Facility Manager
Central Office: Todd Daniel
Ph. 937-910-7657, E-mail: procurement@gdpm.org

B. Contract Documents, including specifications were prepared by Greater Dayton Premier Management

C. The following overall summary of Work outlines responsibilities of the Service Company. It does not supersede the requirements of the more specific Contract Documents or the Contract.

1. Purchase materials and/or equipment
2. Provide all required labor
3. Emergency service
4. Phasing work
5. Temperature control work
6. Cutting and patching
7. Maintain records and file reports
8. Comply with EPA refrigerant regulations and maintain database
9. Check, test and warranty
10. The contract period shall be 1 year with options for 4 additional years. See bid form.

D. Service Company shall include 40 hours of straight time in each year of the contract for miscellaneous balancing services. All balancing work shall be completed by a current member of either the Associated Air Balance Council or the National Environmental Balance Bureau.

E. All labor, overtime, travel expenses and any other expenses incurred on emergency calls which include service that extends beyond normal working hours, weekends and holidays shall be provided by the service company at no additional expense to the owner.

F. The service company shall have a professional manned telephone answering service respond to all after hour calls.

G. Survey ceilings in CO-1 for damaged ceiling pads and replace with matching material. The Service Company shall then replace/renew any pads that become damaged, water-spotted or abused by

handling during maintenance activities.

H. Service Company must respond to all service calls Same Day during normal business hours.

1.2 WORK RESTRICTIONS

A. Service Company's Use of Premises: During service and maintenance, Service Company shall have limited use of site indicated. Service Company's use of premises is limited only by Owner's right to perform work or employ other contractors on portions of Project and as follows:

1. Parking of equipment or vehicles shall be as designated by the Facility Manager.

B. Special Provisions and Restrictions:

1. Normal hours of work shall be between 8:00 am and 5:00 pm EST, Monday through Friday. All labor, overtime, travel expenses and any other expenses incurred on emergency calls which include service that extends beyond normal working hours, weekends and holidays shall be provided by the service company at no additional expense to the owner.

2. Service Company shall notify Facility Manager a minimum of seven (7) calendar days before routine service work is to begin in building.

3. All work started in an area or on equipment must be completed before starting other work in the building.

4. The following definitions shall apply:

Monthly: Perform checks the 15th of each month +/- seven days.

Quarterly Perform checks in January, April, July and October by the 15th of the month +/- seven days.

Semi-Annually Perform checks in January and July by the 15th of the month +/- seven days.

Annually Perform check every April by the 15th of the month +/- seven days.

Heating Equipment:

Pre-Season/Start-Up Prepare by October 31st +/- seven days.

Mid-Season Perform checks by January 15th +/- seven days.

Post-Season/Shut-Down Perform by May 1st +/- seven days.

Cooling Equipment:

Pre-Season/Start-Up Prepare by May 2nd +/- seven days.

Mid-Season Perform checks by July 15th +/- seven days.

Post-Season/Shut-Down Perform by September 30th +/- seven days.

1.3 TIME FOR COMPLETION

A. Commencing with the Notice of Award of Contract for HVAC Service and Maintenance, all work

must be completed in strict accordance with the terms of the Contract.

1.4 GENERAL REQUIREMENTS

- A. The Service Company shall visit the site to verify conditions and take the measurements and surveys necessary for bidding purposes. Arrangements to visit the Facilities may be made by contact-ing the Central Office Facility Manager (Todd Daniel - wk 937-910-7657 E-mail: procurement@gdpm.org between the hours of 8:30 a.m. and 5:00 p.m. Monday through Fri-day.
- B. All work shall comply with Federal, State and Local codes.
- C. The Service Company shall provide dumpsters or trash containers needed and will not use GDPM dumpsters or trash containers at any time for removal of materials, trash or debris related to the Service Company's work.
- D. A Service Company, working under a contractual agreement with **GDPM, MUST BE IN COMPLIANCE WITH OSHA STANDARDS 1926 – REGULATIONS FOR CONSTRUCTION.** Any and all sub-contractors, doing work on this project, **MUST ALSO BE IN COMPLIANCE WITH OSHA STANDARDS.** Non-compliance shall be a basis for making a bid non-responsive. And, if a contractor or sub-contractor is found to be in **VIOLATION (NON-COMPLIANCE) AT ANY TIME,** this could be a basis for termination of the contract.
- E. **IMPORTANT: Failure to show or mention petty details shall not be warranted for the omission of anything necessary for the proper completion of the work.**
- F. The Service Company shall not take advantage of any clerical errors, omissions, contradictions or conflicts that may develop in specifications or details. Such errors, ambiguities and discrepancies shall be reported to GDPM immediately for clarification, revision or correction prior to submission of bids. If no notification is given it shall be assumed that all specifications and conditions will be met.
- H. During investigation of the work to be done, should the Service Company believe there is material containing asbestos, they shall immediately notify GDPM Management. Otherwise, it shall be the Service Company's responsibility to inspect, test, remove and provide for the proper disposal of any asbestos containing material.
 - 1. On the initial survey, and all subsequent repairs as required, all missing insulation, whether on piping, valves, coils, pumps and pump accessories, etc. is to be noted, and replacement of this insulation is to be included in the bid price. This missing insulation will be replaced on the first PM Service call after award of the contract.
- I. Special Conditions
 - 1. Prior to Site Inspections or Maintenance work, call the Facility Manager if you have questions;
 - 2. In submitting their bid, it will be assumed that the Service Company has visited the site and is familiar with the conditions as they may exist, and the modifications that may be necessary to provide a complete and professional job;
 - 3. Maintenance must be notified seventy-two hours prior to starting any work. The subject building/units will be occupied, hence, advanced notices and work schedules must be provided to the residents;

4. Service Company will be responsible for any and all damages done to GDPM and /or resident property and at no additional expense to GDPM;
5. The intent of these specifications is to accomplish a complete installation, ready for operation. Any minor items required for installations shall be considered in the bid amount, whether or not it is mentioned in the specifications.

J. Salvageable Materials

1. For the purpose of this contract, salvageable materials shall be defined as:
 - a. Undamaged items suitable for reuse by the owner (GDPM).
 - b. Any material with monetary scrap value
2. All salvageable material as defined in paragraph 1.a above shall be delivered by the Service Company to the owner (GDPM).
3. All salvageable materials as defined in paragraph 1.b above shall be delivered to the salvage yard and payment shall be made (no cash) to the owner (GDPM) directly from the salvage yard.
4. All unsalvageable materials shall be considered property of the Service Company and shall be properly removed and disposed of by the Service Company.

K. Contract Period

1. Upon issuance of the Purchase Order from GDPM, The Service Company shall commence inspections, service and maintenance work. A start date and completion date will be negotiated and a Purchase Order will be issued stating those dates. If an extension of time is necessary, a request in writing must be submitted to GDPM. Failure to comply may result in cancellation of the purchase order and disablement from future bidding. The Service Company must notify GDPM, in writing, upon determination of any delay in material delivery.

L. Security: Service Company's Liability for Vandalism

1. The Service Company shall be responsible, at the Service Company's cost and expense, for the security and protection of that portion of the site, building and/or units under the Service Company's control, and for the repair and replacement of the work until that portion of the building is accepted as completed by GDPM. The Service Company shall take all measures necessary to provide such security.

M. Qualifying Service Companies and Sub-contractors

1. The Service Company and/or Sub-Contractor must establish their qualifications with GDPM to do this type of work. Qualifications may be established by:
 - a. Service maintenance work;
 - b. Providing a recommendation from the supplier of the products;
 - c. Providing a list of 5 current or previous service and maintenance contracts with names and addresses that can be used as references;
 - d. Demonstrating to GDPM the capability to do the work. The Service Company will have a minimum of five years' experience in doing similar work.
2. The Service Company will be responsible for all work performed by the Sub-contractors.

N. Required Inspections by Service Company / GDPM

1. Contact Todd Daniel at wk: 937-910-7657, fax 937-910-7628, or E-mail at compliance@gdpm.org to:
 - a. Inform GDPM when the job is actually going to start and to schedule the first inspection; **Note that initial inspection shall include verification and recording of all manufacturers, model numbers, serial numbers, and all motor data for equipment listed in these documents. Where information is shown herein, it is the Service Company's responsibly to obtain, record, and transmit this information to the owner. Note that a mechanical equipment inventory has been included for each building and shall be used to record this information.**
 - b. Inspection at random or when problems arise;
 - c. Final Inspection.
- O. Warranties and Guarantees
 1. General: The warranty and guarantee provisions of the General Conditions apply to all work of the contract, including but not limited to manufactured products incorporated in the Work.

PART 2 – PRODUCTS (See Following Specification)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01100

FULL SERVICE HVAC MAINTENANCE CONTRACT
GDPM – CENTRAL OFFICES-CO1

GENERAL CONDITIONS

1. SERVICE COMPANY PERFORMANCE (Level of Maintenance)

- A. Maintenance services shall be provided by the Service Company on all equipment and associated devices related to the mechanical systems as outlined within this specification. Equipment maintenance shall be performed in accordance with the manufacturer's recommended procedures. Where owner's manuals are not available, Service Company shall obtain copies of technical manuals from the equipment manufacturer that describes maintenance procedures to accomplish the contract requirements. The technical manuals shall be compiled into a master manual with copies to remain in the equipment rooms where equipment is located or in a place designated by the Owner.
- B. The Service Company shall furnish all personnel, parts, materials, tools, test equipment, and services in conformance with the terms and conditions outlined in this specification.
- C. All Service Companies desiring to provide said services shall visit the job sites to become familiar with the facilities and equipment prior to submission of proposal.
- D. The Service Company shall not be relieved from assuming all and complete responsibility for proper estimation of any difficulties, offsite material storage requirements and all costs of performance of the services as outlined in this specification due to failure to completely investigate the conditions or become acquainted with all information concerning required services.
- E. The manufacturer, only thru the extent of the original equipment manufacturer's warranty, will supply compressors, heat exchangers, pumps, motors, etc. Items not included in these warranties including all required material and labor costs, will be the responsibility of the successful Service Company.

2. SERVICE COMPANY QUALIFICATIONS

- A. Service Company must also have no fewer than 2 full time employees engaged exclusively in the maintenance and repair of mechanical equipment. Current resumes of proposed service technicians that you plan to use on this contract may be requested with your proposal. The owner reserves the right to request individual replacements if, in the Owner's opinion, the technician does not meet the expected qualifications.

3. INITIAL INSPECTION AND REPAIR

- A. The successful Service Company and designated GDPM representative shall make an initial inspection of all equipment covered in this contract and determine the status of the equipment, i.e., operative or inoperative. The Service Company shall not be required to service equipment that is inoperative until it is repaired at the Owner's expense to acceptable industry standards. The Service Company, however, shall be responsible for equipment repair resulting in damage caused by Service Company personnel negligence.

4. EQUIPMENT INCLUDED

- A. Equipment Included: The specific quantities, sizes and descriptions of the major systems and pieces of equipment are listed separately on the attached equipment listing. Equipment Service Check List forms are also provided.
- B. The preventative maintenance and the responsibility of the Service Company shall not be limited only to those major pieces of equipment listed on the equipment listing, but also shall include all appurtenant devices and systems listed below that are related to the mechanical systems.
- C. Heating systems - burners, gas trains, furnaces, pumps, heating coils, strainers, water control valves, unit heaters, wall heaters, duct heaters, heat exchangers, etc.
- D. Cooling systems - air conditioning compressors, air cooled and liquid cooled condensers, cooling towers, cooling tower fans, pumps, water chillers, cooling coils, fan coil units, PTAC units, water source heat pumps, air to air heat pumps, etc.
- E. Air make-up units - fans, motors, dampers, induction units, mixing boxes, fan coil units, air registers and grilles, plenums, heating/cooling coils, etc.
- F. Temperature control systems - thermostats, pressure control, computer based control systems (such as Johnson Controls DDC, other electronic control systems), relays, limits, valve operators, damper motors, humidity/enthalpy controls, step switches, contactors and motor starters, capacity controls, safety controls, recorders, control panels, gauges, thermometers.
- G. Miscellaneous equipment - exhaust fans, intake fans, manual valves, float valves, TXV valves, magnetic and manual motor starters, pump and fan motor drives, belts, electrical wiring from motor starter control panels to their respective motor, check valves, refrigerant, refrigerant, chilled and hot water piping, steam piping, as applies to mechanical systems, and thermal fluids used in chilled and hot water loops.
- H. Air filter service shall be supplied for all listed equipment, using Farr 20/20 as a minimum standard (2" filters to be Farr 30/30, 1" filters to be Farr 20/20). Higher efficiency filters shall be used as equipment specifications dictate.
- I. EPA-mandated refrigerant usage reporting, using Owner/Engineer approved computer program, on all refrigerant purchase, reclaim, charging or recharging of HVAC equipment in the maintained facilities. Said reports shall be coordinated with Owner's Environmental Engineering representative as required.

- J. The Service Company shall assume that all equipment and mechanical systems are in maintainable condition and will be accepted as-is.
- K. This specification covers only the equipment and systems listed herein; in the event the system is altered, or changed, or if any equipment is added, or not included in this specification, then that portion shall be added or deleted as required, and then shall be in accordance with this specification.

5. EQUIPMENT NOT INCLUDED

- A. Maintenance services, including repair labor and parts replacements, for portions of the systems and equipment that are non-maintainable are not required nor are included as a part of this specification. Excluded items shall be considered as: Foundations, structural supports, plant utility services, such as water, gas, oil, sanitary and storm sewers, oil storage tanks, air handling ductwork (unless required for unit replacement), unit cabinets, boiler trim and refractory materials, etc.

6. MAINTENANCE SERVICES

- A. The general services listed below shall apply to the equipment and systems shown on the Equipment Listing pages. Specific equipment service checklists are provided and are to be followed.
- B. Examine each piece of equipment and device to see that it is functioning properly and is in good operational condition.
- C. Clean all components of dust, old lubricants, etc. to allow functionality of equipment to design specification.
- D. Paint all equipment as required to prevent and protect against corrosion and deterioration.
- E. Lubricate all equipment where required to permit bearings, gears, and all contact wear points to operate freely and without undue wear.
- F. Adjust all linkages, motors, drives, etc. that have drifted from initial design settings and positions.
- G. Calibrate all sensing, monitoring, output, safety and read-out devices for proper ranges, settings, and optimum efficiencies.
- H. Repair the equipment/device by the addition of replacement parts, should the above maintenance be inadequate.
- I. Replace the equipment/device should the above repair not be adequate.
- J. Test and cycle all equipment/devices as a system after cleaning, lubrication, adjustment and calibration to assure that the system is in proper operation and performing at optimum efficiency.

7. PARTS REPLACEMENT

- A. All parts, components, or devices for the mechanical systems that are worn out or are not in proper operational condition shall be repaired, and/or replaced with new parts, components, or devices.
- B. When equipment or parts are replaced in their entirety, and a newer design of the device is available and is functionally equivalent and compatible, the device of newer design shall be used as the replacement.
- C. All repair and replacement parts, components, and devices for the mechanical equipment and systems as shall be supplied by the Service Company and shall be included in the cost of the service program.
- D. All miscellaneous parts and supplies necessary to maintain the mechanical equipment and systems shall be supplied by the Service Company and shall be included in the cost of the service program (belts, valve packing, lubricants, tools, paints, refrigerant, test instruments, meters, gauges, etc.).
- E. The Service Company shall not be made responsible for repairs or replacements necessitated by reason of negligence or misuse of the equipment by others than the Service Company.
- F. The Service Company shall be available, at no additional charge, for consultation, minor design and equipment changes, modification to automatic temperature control or mechanical system adjustment. The Service Company shall be expected to recommend energy saving modifications, and low cost-no cost modifications and operating procedure change to the Owner's representative.
- G. The Service Company shall provide and maintain a parts inventory of critical, unique, or frequently used parts and supplies. This equipment shall remain the property of the Service Company until used and/or installed.

8. WATER TREATMENT SERVICE

- A. Equipment included: Water treatment systems: hot water system, chilled water system (open or closed), evaporative condensers, cooling towers, and chilled/hot water circulating pumps.
- B. Maintenance services included: The Service Company shall provide the necessary labor and chemicals to properly maintain all water within the heating and cooling circulating systems to control metal corrosion, scale formation, biological fouling, freezing, or contaminated discharges.
- C. All water treatment compounds and additive shall be biodegradable, non-toxic, non-chromate, and non-acid and be listed and approved by the Owner's Environmental Engineering representative. Any discharged effluents shall be chemically neutral, and shall meet all existing and anticipated pollution controls standards.
- D. The Service Company shall provide all labor to take test samples, adjust feed rates, change settings, drain and flush systems, service all monitoring equipment, manually inject chemicals for closed systems, and provide a detailed water analysis and service report after performing the above services. This work shall be done on a quarterly basis by a certified technician with written reports submitted to GDPM's representative.

9. PREVENTATIVE MAINTENANCE AND EMERGENCY SERVICE

- A. The Service Company shall schedule and perform the preventative maintenance services on no less than a monthly basis.
- B. After each service call, a service report shall be left with the Owner's representative, detailing work accomplished.
- C. Two of the scheduled service calls shall include system start-up and system shutdown for the appropriate seasonal service.
- D. For Central Office CO-1, the control software should be checked twice weekly and reported to the Facility Manager
- E. Service required to safeguard life or property shall be provided by the Service Company. The Service Company upon receipt of notice from the Owner indicating a malfunction in any of the HVAC systems covered by this contract shall provide to the Owner 365 day, 24 hour per day (including holidays) service response within four (4) hours of said notice. Except as identified in this work item, the replacement or repair of equipment or component is at the option of the Service Company. However, should the Service Company's choice result in any portion of the building being without heating or cooling for a period of 12 hours or longer, the Service Company is responsible for providing portable, rental, and/or alternate heating or cooling for the duration of the breakdown without additional cost to the Owner.
- F. All labor, overtime, travel costs, parts, supplies, and any other expenses incurred and expended on such emergency calls shall be provided by the Service Company and shall be included in the cost of the Service Program.
- G. Emergency service response system shall be a on call Cell Phone Number or an Automatic telephone answering/recording machines, or home telephone numbers are not acceptable.

10. CHANGES TO SYSTEMS

- A. If additions or deletions of equipment are made to any of the HVAC systems, or other facilities added or deleted by schedule, which materially affect this contract, the contract shall be modified to incorporate such changes and the contract price adjusted accordingly.

11. EXCLUSIONS

- A. The service to be provided under this contract, unless otherwise specified, shall not include the following:

- B. Equipment under warranty. The Service Company shall advise the Owner if such equipment becomes defective within the warranty period. During the warranty period the Service Company is not responsible for replacing such equipment, but shall be responsible for the labor necessary to service and maintain the equipment in accordance with the contract.

12. ACCESS

- A. The Owner shall provide the Service Company access to all equipment covered under this contract during normal duty hours and at any time an emergency response is requested. The Service Company shall coordinate equipment downtime, necessitated by maintenance procedures, with the Owner's representative.

13. MAINTENANCE PROCEDURES/RECORDS

- A. The Service Company shall schedule maintenance for a given facility and coordinate the times with the Owner.
- B. Service Company personnel performing the maintenance shall check in with the Owner's facility manager to review any operational or maintenance problems experienced with any HVAC system to verify or establish a trend toward potential problems.
- C. Records: The Service Company shall provide the Owner on a quarterly basis copies of the maintenance records for each facility. The Service Company shall keep the maintenance records (checklists) for the maintenance of each piece of equipment, bound in a single document for each facility and given to the Owner on a yearly basis.

D. INSURANCE

- 1. The Service Company shall keep in force, for the contract period, insurance for workman's compensation, employer's liability, and public liability and shall furnish the Owner copies of such coverage. The amount of required public liability insurance will be one million dollars (\$1,000,000). The Owner will be named as "additionally insured" and will provide the successful Service Company with the legal forms.

14. TERMINATION OF CONTRACT

- A. The Owner upon seven (7) days written notice may terminate the contract if the Service Company:
- B. Fails to respond to emergency service calls within time limits set forth in these specifications; or

- C. Provides inferior replacement parts; or
- D. Fails to provide any portion of the maintenance service listed in the specifications; or
- E. Fails to provide skilled mechanics to perform any or all of the required maintenance work.

15. EXTENSION OF CONTRACT

- A. The Owner reserves the right to extend the Maintenance Service Company's contract an additional Four years. This decision will be based primarily on the Service Company's performance and quality of service during the first term of the contract. Price will also be a factor.

MECHANICAL EQUIPMENT INVENTORY

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BUILDING - Central Office CO-1 – 400 Wayne Ave. – Dayton, Ohio

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<u>EQUIPMENT TYPE</u>	<u>MFR.</u>	<u>MODEL NO.</u>	<u>SERIAL NO.</u>
Circulating Pumps	B&G	P-1 Pump (3Hp)	SAK-30N
Circulating Pumps	B&G	P-2 Pump (3Hp)	SAK-30N
Exhaust Fans		EF-1, EF-2, and EF-3	
Supply Fans		SF-1 and SF-2	
Fan Coil – MIS Area	Carrier	FB4ANF036000FAA	2699A19373
Condensing Unit MIS Area	Carrier	38CKC036	
Board Room AH	Trane		
Board Room Cond. Unit	Trane	RAS-103A-269101B	8J72001
MIS Area AC Unit	Liebert “Datamate”	Nom. 4 tons	
MIS Area Cond. Unit	Liebert	Nom. 4 tons	
Condensing Unit	Mitsubishi	PUZ-A30NHA- PKA-A30FAL	
Condensing Unit	Mitsubishi	PUMY-24NMU-E	
Air Cooled Chiller – North	Carrier	30GT-040-510KA	3799F50463
Air Cooled Chiller – South(*)	Carrier	30GT-040-510KA	3799F50403
Wall Heater (Foyer)	n/a	n/a	n/a
Ductless Mini Split (foyer)	Mitsubishi	PUMY-P36NHMV	88U 00171D
Ductless Mini Split (security office)	Mitsubishi	PUZ A30NHA3	95U 00041C

Fan Coil Units- 32 Total with chilled water coils and electric reheat

Temperature Controls – Johnson Controls-Facility Explorer With FX-80/Niagara (ver. 4.6), Software updates are the responsibility of the contractor.

**It is the contractor’s responsibility to verify equipment listed above
 Not all equipment check lists are included in this packet
 Complete equipment service check lists will be provided to awarded contractor**

EQUIPMENT SERVICE CHECK LIST

OWNER – GDPM – Central Office – CO-1 – 400 Wayne Ave.

EQUIP. ID – P-1

EQUIP. DESCRIPTION - Circulating Pumps

SERIAL NO. -

MFR. & MOD.# - B&G Pumps - SAK-30N

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Task Description
(Comments on any Unusual Conditions)
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SEMI-ANNUALLY

- Manually flush and try lever test on pressure/temperature relief valve
- Open and close isolation valves and check piping and valves
for leaks
- Check control setting and operation
- Observe chilled water supply temperatures and pressures and record

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READINGS/COMMENTS:

=====
SPECIAL INSTRUCTIONS:

=====
COMPLETION DATE: / / BY: _____
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EQUIPMENT SERVICE CHECK LIST

OWNER – GDPM – Central Office – CO-1 – 400 Wayne Ave.

EQUIP. ID - EF-1

EQUIP. DESCRIPTION Exhaust Fan

SERIAL NO. - _____

MFR. & MOD.# - _____

=====
Task Description
(Comment on any Unusual Conditions)
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QUARTERLY

- Inspect for unusual noises, vibrations, etc.
- Inspect flexible connections and duct for damage and leaks
- Inspect motor and motor cooling openings, clean as required

SEMI-ANNUALLY

- Inspect structural elements for corrosion
- Inspect mounting points for tightness and corrosion
- Inspect for secureness of guards, doors and panels
- Inspect starter wiring for tightness, corrosion, damage
- Inspect contacts for wear, arcing, overheating, etc.
- Inspect belt tension and condition - replace, if necessary
- Inspect pulleys for wear and condition
- Inspect fan and motor mounts for secureness

ANNUALLY

- Inspect starter for cleanliness, moisture, oil, etc.
- Inspect & lubricate motor, fan and shaft bearings (per manufacturer's recommendations)
- Inspect and clean fan blades

=====
READINGS/COMMENTS:

=====

SPECIAL INSTRUCTIONS:

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COMPLETION DATE: / / BY: _____

EQUIPMENT SERVICE CHECK LIST

OWNER – GDPM – Central Office – CO-1 – 400 Wayne Ave.

EQUIP. ID - EF- 2

EQUIP. DESCRIPTION Exhaust Fan

SERIAL NO. - _____

MFR. & MOD.# - _____

Task Description
(Comment on any Unusual Conditions)

QUARTERLY

- Inspect for unusual noises, vibrations, etc.
- Inspect flexible connections and duct for damage and leaks
- Inspect motor and motor cooling openings, clean as required

SEMI-ANNUALLY

- Inspect structural elements for corrosion
- Inspect mounting points for tightness and corrosion
- Inspect for secureness of guards, doors and panels
- Inspect starter wiring for tightness, corrosion, damage
- Inspect contacts for wear, arcing, overheating, etc.
- Inspect belt tension and condition - replace, if necessary
- Inspect pulleys for wear and condition
- Inspect fan and motor mounts for secureness

ANNUALLY

- Inspect starter for cleanliness, moisture, oil, etc.
- Inspect & lubricate motor, fan and shaft bearings (per manufacturer's recommendations)
- Inspect and clean fan blades

READINGS/COMMENTS:

SPECIAL INSTRUCTIONS:

COMPLETION DATE: ___/___/___ BY: _____

EQUIPMENT SERVICE CHECK LIST

OWNER – GDPM – Central Office – CO-1 – 400 Wayne Ave.

EQUIP. ID - EF- 3

EQUIP. DESCRIPTION Exhaust Fan

SERIAL NO. - _____

MFR. & MOD.# - _____

=====
Task Description
(Comment on any Unusual Conditions)
=====

QUARTERLY

- Inspect for unusual noises, vibrations, etc.
- Inspect flexible connections and duct for damage and leaks
- Inspect motor and motor cooling openings, clean as required

SEMI-ANNUALLY

- Inspect structural elements for corrosion
- Inspect mounting points for tightness and corrosion
- Inspect for secureness of guards, doors and panels
- Inspect starter wiring for tightness, corrosion, damage
- Inspect contacts for wear, arcing, overheating, etc.
- Inspect belt tension and condition - replace, if necessary
- Inspect pulleys for wear and condition
- Inspect fan and motor mounts for secureness

ANNUALLY

- Inspect starter for cleanliness, moisture, oil, etc.
- Inspect & lubricate motor, fan and shaft bearings (per manufacturer's recommendations)
- Inspect and clean fan blades

=====
READINGS/COMMENTS:

=====

SPECIAL INSTRUCTIONS:

=====

COMPLETION DATE: ___/___/___ BY: _____

EQUIPMENT SERVICE CHECK LIST

OWNER – GDPM – Central Office – CO-1 – 400 Wayne Ave.

EQUIP. ID - SF- 1

EQUIP. DESCRIPTION Supply Fan

SERIAL NO. - _____

MFR. & MOD.# - _____

Task Description
(Comment on any Unusual Conditions)

QUARTERLY

- Inspect for unusual noises, vibrations, etc.
- Inspect flexible connections and duct for damage and leaks
- Inspect motor and motor cooling openings, clean as required

SEMI-ANNUALLY

- Inspect structural elements for corrosion
- Inspect mounting points for tightness and corrosion
- Inspect for secureness of guards, doors and panels
- Inspect starter wiring for tightness, corrosion, damage
- Inspect contacts for wear, arcing, overheating, etc.
- Inspect belt tension and condition - replace, if necessary
- Inspect pulleys for wear and condition
- Inspect fan and motor mounts for secureness

ANNUALLY

- Inspect starter for cleanliness, moisture, oil, etc.
- Inspect & lubricate motor, fan and shaft bearings (per manufacturer's recommendations)
- Inspect and clean fan blades

READINGS/COMMENTS:

SPECIAL INSTRUCTIONS:

COMPLETION DATE: ___/___/___ BY: _____

EQUIPMENT SERVICE CHECK LIST

OWNER – GDPM – Central Office – CO-1 – 400 Wayne Ave.

EQUIP. ID - SF- 2

EQUIP. DESCRIPTION Supply Fan

SERIAL NO. - _____

MFR. & MOD.# - _____

Task Description
(Comment on any Unusual Conditions)

QUARTERLY

- Inspect for unusual noises, vibrations, etc.
- Inspect flexible connections and duct for damage and leaks
- Inspect motor and motor cooling openings, clean as required

SEMI-ANNUALLY

- Inspect structural elements for corrosion
- Inspect mounting points for tightness and corrosion
- Inspect for secureness of guards, doors and panels
- Inspect starter wiring for tightness, corrosion, damage
- Inspect contacts for wear, arcing, overheating, etc.
- Inspect belt tension and condition - replace, if necessary
- Inspect pulleys for wear and condition
- Inspect fan and motor mounts for secureness

ANNUALLY

- Inspect starter for cleanliness, moisture, oil, etc.
- Inspect & lubricate motor, fan and shaft bearings (per manufacturer's recommendations)
- Inspect and clean fan blades

READINGS/COMMENTS:

SPECIAL INSTRUCTIONS:

COMPLETION DATE: ___/___/___ BY: _____

EQUIPMENT SERVICE CHECK LIST

OWNER – GDPM – Central Office – CO-1 – 400 Wayne Ave.

EQUIP. ID - FC (32 Total)

EQUIP. DESCRIPTION – Fan Coil Units – Typ.

SERIAL No. - _____

MFR. & MOD.# - Trane with Elec. Reheat Coils

Task Description
(Comment on any Unusual Conditions)

PRE-SEASON INSPECTION

- Lubricate fan bearings per manufacturer's recommendation
- Lubricate motor bearings per manufacturer's recommendation
- Check tension on drive and fan belts, replace, if necessary
- Check and clean coils
- Lubricate and adjust dampers and linkages
- Check and clean drain pan and drains
- Replace air filters
- Verify motor operating conditions
- Check evaporator fan wheel for free rotation, cracks & vibrations
- Inspect electrical connections, contactors, relays step controllers, and operating/safety controls
- Check compressor oil level, refrigerant charge and crankcase heater operation
- Start compressor, check operating conditions and adjust as required
- Inspect for unusual noises and vibrations
- Clean unit as required
- Secure unit panels and inspect roof curb flashing

MID-SEASON INSPECTION

- Check unit's structural elements for corrosion and damage
- Check tension on drive and fan belts, replace, if necessary
- Replace air filters
- Clean coils as required
- Visually inspect for refrigerant leaks
- Check operating conditions and adjust as required

READINGS/COMMENTS:

SPECIAL INSTRUCTIONS:

=====
Completion Date: ___/___/___ By: _____
EQUIPMENT SERVICE CHECK LIST

OWNER – GDPM – Central Office – CO-1 – 400 Wayne Ave.
EQUIP. ID - FC – MIS
EQUIP. DESCRIPTION – Fan Coil Unit MIS Area
SERIAL No. - 2699A19373
MFR. & MOD.# - Carrier FB4ANF03600FAA
=====

Task Description
(Comment on any Unusual Conditions)
=====

PRE-SEASON INSPECTION

- Lubricate fan bearings per manufacturer's recommendation
- Lubricate motor bearings per manufacturer's recommendation
- Check tension on drive and fan belts, replace, if necessary
- Check and clean coils
- Lubricate and adjust dampers and linkages
- Check and clean drain pan and drains
- Replace air filters
- Verify motor operating conditions
- Check evaporator fan wheel for free rotation, cracks & vibrations
- Inspect electrical connections, contactors, relays and operating/safety controls
- Check compressor oil level, refrigerant charge and crankcase heater operation
- Start compressor, check operating conditions and adjust as required
- Inspect for unusual noises and vibrations
- Clean unit as required
- Secure unit panels and inspect roof curb flashing

MID-SEASON INSPECTION

- Check unit's structural elements for corrosion and damage
- Check tension on drive and fan belts, replace, if necessary
- Replace air filters
- Clean coils as required
- Visually inspect for refrigerant leaks
- Check operating conditions and adjust as required

=====
READINGS/COMMENTS:

=====

SPECIAL INSTRUCTIONS:

=====

Completion Date: ___/___/___ By: _____

EQUIPMENT SERVICE CHECK LIST

OWNER – GDPM – Central Office – CO-1 – 400 Wayne Ave.

EQUIP. ID – MIS Area Backup Cond. Unit

EQUIP. DESCRIPTION - Air Cooled Cond.

SERIAL NO. - _____

MFR. & MOD.# - Carrier – 38CKC036

Task Description
(Comment on any Unusual Conditions)

SEMI-ANNUALLY

- Clean all debris from air inlet grille
- Clean condenser coil
- Inspect and test for secureness of guards, and panels
- Inspect all structural elements for corrosion and damage
- Inspect condenser fan motor for vibrations and unusual noises in bearings, motors, etc.

ANNUALLY

- Check fan motor and blade for cleanliness and clean as required
- Inspect contacts for signs of wear, arcing, overheating
- Clean control enclosure
- Inspect wiring for secureness, damage, corrosion and overheating

READINGS/COMMENTS:

SPECIAL INSTRUCTIONS:

COMPLETION DATE: ___/___/___ BY: _____

EQUIPMENT SERVICE CHECK LIST

OWNER – GDPM – Central Office – CO-1 – 400 Wayne Ave.

EQUIP. ID - Board Room AH

EQUIP. DESCRIPTION - Air Handling Unit

SERIAL No. - _____

MFR. & MOD.# - Trane

Task Description
(Comment on any Unusual Conditions)

PRE-SEASON INSPECTION

- Lubricate fan bearings per manufacturer's recommendation
- Lubricate motor bearings per manufacturer's recommendation
- Check tension on drive and fan belts, replace, if necessary
- Check and clean coils
- Lubricate and adjust dampers and linkages
- Check and clean drain pan and drains
- Replace air filters
- Verify motor operating conditions
- Check evaporator fan wheel for free rotation, cracks & vibrations
- Inspect electrical connections, contactors, relays and operating/safety controls
- Check compressor oil level, refrigerant charge and crankcase heater operation
- Start compressor, check operating conditions and adjust as required
- Inspect for unusual noises and vibrations
- Clean unit as required
- Secure unit panels and inspect roof curb flashing

MID-SEASON INSPECTION

- Check unit's structural elements for corrosion and damage
- Check tension on drive and fan belts, replace, if necessary
- Replace air filters
- Clean coils as required
- Visually inspect for refrigerant leaks
- Check operating conditions and adjust as required

READINGS/COMMENTS:

SPECIAL INSTRUCTIONS:

Completion Date: ___/___/___ By: _____

EQUIPMENT SERVICE CHECK LIST

OWNER – GDPM – Central Office – CO-1 – 400 Wayne Ave.

EQUIP. ID – Board Room Cond. Unit

EQUIP. DESCRIPTION - Air Cooled Cond.

SERIAL NO. – 8J72001

MFR. & MOD.# - Trane RAS-103A, 269-101B

Task Description
(Comment on any Unusual Conditions)

SEMI-ANNUALLY

- Clean all debris from air inlet grille
- Clean condenser coil
- Inspect and test for secureness of guards, and panels
- Inspect all structural elements for corrosion and damage
- Inspect condenser fan motor for vibrations and unusual noises in bearings, motors, etc.

ANNUALLY

- Check fan motor and blade for cleanliness and clean as required
- Inspect contacts for signs of wear, arcing, overheating
- Clean control enclosure
- Inspect wiring for secureness, damage, corrosion and overheating

READINGS/COMMENTS:

SPECIAL INSTRUCTIONS:

COMPLETION DATE: / / BY: _____

EQUIPMENT SERVICE CHECK LIST

OWNER - GDPM – Central Office – CO-1 – 400 Wayne Ave.

EQUIP. ID - MIS Area AC Unit

EQUIP DESCRIPTION - Air Handling Unit

SERIAL No. - _____

MFR. & MOD.# - Liebert “DataMate”

=====
Task Description
(Comment on any Unusual Conditions)
=====

PRE-SEASON INSPECTION

- Lubricate fan bearings per manufacturer's recommendation
- Lubricate motor bearings per manufacturer's recommendation
- Check tension on drive and fan belts, replace, if necessary
- Check and clean coils
- Lubricate and adjust dampers and linkages
- Check and clean drain pan and drains
- Replace air filters
- Verify motor operating conditions
- Check evaporator fan wheel for free rotation, cracks & vibrations
- Inspect electrical connections, contactors, relays and operating/safety controls
- Check compressor oil level, refrigerant charge and crankcase heater operation
- Start compressor, check operating conditions and adjust as required
- Inspect for unusual noises and vibrations
- Clean unit as required
- Secure unit panels and inspect roof curb flashing

MID-SEASON INSPECTION

- Check unit's structural elements for corrosion and damage
- Check tension on drive and fan belts, replace, if necessary
- Replace air filters
- Clean coils as required
- Visually inspect for refrigerant leaks
- Check operating conditions and adjust as required

=====
READINGS/COMMENTS:

=====

SPECIAL INSTRUCTIONS:

=====

Completion Date: ___/___/___ By: _____

EQUIPMENT SERVICE CHECK LIST

OWNER – GDPM – Central Office – CO-1 – 400 Wayne Ave.

EQUIP. ID – MIS Area Cond. Unit

EQUIP. DESCRIPTION - Air Cooled Cond.

SERIAL NO. – _____

MFR. & MOD.# - Liebert “DataMate”

=====

Task Description

(Comment on any Unusual Conditions)

=====

SEMI-ANNUALLY

- Clean all debris from air inlet grille
- Clean condenser coil
- Inspect and test for secureness of guards, and panels
- Inspect all structural elements for corrosion and damage
- Inspect condenser fan motor for vibrations and unusual noises in bearings, motors, etc.

ANNUALLY

- Check fan motor and blade for cleanliness and clean as required
- Inspect contacts for signs of wear, arcing, overheating
- Clean control enclosure
- Inspect wiring for secureness, damage, corrosion and overheating

=====

READINGS/COMMENTS:

=====

SPECIAL INSTRUCTIONS:

=====

COMPLETION DATE: / /

BY: _____

EQUIPMENT SERVICE CHECK LIST

OWNER - GDPM – Central Office – CO-1 – 400 Wayne Ave.

EQUIP. ID - _____

EQUIP. DESCRIPTION – AC Chiller – North

SERIAL NO. – 3799F50463

MFR. & MOD.# - Carrier 30GT-040-510KA

=====

PRESEASON INSPECTION

- ___ Visually inspect for leaks.
- ___ Check belts, sheaves and coupling alignment Replace and adjust as required.
- ___ Check compressor oil level, acid test oil and meg hermetic motor. Change oil and refrigerant filter dryer as required.
- ___ Check compressor crankcase heater operation.
- ___ Check vibration eliminators. Replace or adjust as required.
- ___ Inspect electrical connections, contactors, relays and operating/safety controls.
- ___ Clean external surfaces as required.
- ___ Check Glycol concentration – add Glycol to insure 30% by volume. Dowtherm “SR1” are equal by Union Carbide

SEASONAL START-UP

- ___ Review manufacturer's recommendation for start-up.
- ___ Check auxiliary equipment operation.
- ___ Energize crankcase heater per manufacturer's recommendation for crankcase warmup.
- ___ Check and test ail operating and safety controls.
- ___ Start chilled water pump, condenser water pump and cooling tower.
- ___ Start water chiller.
- ___ Check refrigerant charge, oil level and oil pressure.
- ___ Log all operating conditions after unit stabilizes.
- ___ Review operating procedures and owner's log with chiller operator.

MONTHLY PREVENTIVE MAINTENANCE

- ___ Review owner's log. Log all operating conditions.
- ___ Inspect chiller and make adjustments as required.
- ___ Cycle operating controls and check unloaders.
- ___ Review chiller operation with chiller operator.

=====

READINGS/COMMENTS:

=====

SPECIAL INSTRUCTIONS:

COMPLETION DATE: ___/___/___ BY: _____
EQUIPMENT SERVICE CHECK LIST

OWNER - GDPM – Central Office – CO-1 – 400 Wayne Ave.
EQUIP. ID - _____
EQUIP. DESCRIPTION – AC Chiller – South
SERIAL NO. – 3799F50403
MFR. & MOD.# - Carrier 30GT-040-510KA

=====

PRESEASON INSPECTION

- ___ Visually inspect for leaks.
- ___ Check belts, sheaves and coupling alignment Replace and adjust as required.
- ___ Check compressor oil level, acid test oil and meg hermetic motor. Change oil and refrigerant filter dryer as required.
- ___ Check compressor crankcase heater operation.
- ___ Check vibration eliminators. Replace or adjust as required.
- ___ Inspect electrical connections, contactors, relays and operating/safety controls.
- ___ Clean external surfaces as required.

SEASONAL START-UP

- ___ Review manufacturer's recommendation for start-up.
- ___ Check auxiliary equipment operation.
- ___ Energize crankcase heater per manufacturer's recommendation for crankcase warmup.
- ___ Check and test ail operating and safety controls.
- ___ Start chilled water pump, condenser water pump and cooling tower.
- ___ Start water chiller.
- ___ Check refrigerant charge, oil level and oil pressure.
- ___ Log all operating conditions after unit stabilizes.
- ___ Review operating procedures and owner's log with chiller operator.

MONTHLY PREVENTIVE MAINTENANCE

- ___ Review owner's log. Log all operating conditions.
- ___ Inspect chiller and make adjustments as required.
- ___ Cycle operating controls and check unloaders.
- ___ Review chiller operation with chiller operator.

=====

READINGS/COMMENTS:

=====

SPECIAL INSTRUCTIONS:

=====

COMPLETION DATE: ___/___/___ BY: _____

EQUIPMENT SERVICE CHECK LIST

OWNER - GDPM – Central Office – CO-1 – 400 Wayne Ave.

EQUIP. ID - WH (four total)

EQUIP. DESCRIPTION – Electric Wall Heater

SERIAL NO. – _____

MFR. & MOD.# - _____

=====

ANNUAL MAINTENANCE

___ Clean dust from inside of unit.

___ Verify thermostat operation.

___ Check all wiring connection to make sure they are secure.

=====

READINGS/COMMENTS:

=====

SPECIAL INSTRUCTIONS:

=====

COMPLETION DATE: ___/___/___ BY: _____

EQUIPMENT SERVICE CHECK LIST

OWNER - GDPM – Central Office – CO-1 – 400 Wayne Ave.

EQUIP. ID - _____

EQUIP. DESCRIPTION – Temperature Controls

SERIAL NO. – Various

MFR. & MOD.# - Johnson Controls-Facility Explorer With FX-80/Niagara (ver. 4.6)

Vendor is required to maintain software version, maintenance and licensing agreement

=====

Task Description

(Comment on any Unusual Conditions)

=====

MONTHLY

___ In addition the tasks shown below, budget 8 hours per month to verify that all controls are in working order and that the sequences and programming function in accordance with the original program. Vendor shall provide an adequate laptop to manage Controls if needed.

SEMI-ANNUALLY

- ___ Check all cables for proper insertion.
- ___ Check IO terminals for secure wiring.
- ___ Check all power supply connections.
- ___ Perform battery self test and clean terminals.
- ___ Verify regulated supply voltages.
- ___ Verify proper system electrical ground isolation.
- ___ Inspect all electrical connections.
- ___ Via the display, exercise controlled devices with manual command functions, and verify proper responses of connected field hardware. Check for alarms and status feedback using the scan functions. Note specific alarm and/or feedback conditions for later review with owners personnel.
- ___ Check for processor errors and investigate any errors that have occurred.
- ___ At the display, make a general performance review of all points. Observe and verify set points, parameter values, reset schedules, trend data, etc. Record present values if altered since last verification.
- ___ Check individual critical points and make adjustments to connected field hardware.
- ___ Clean all units.
- ___ Review system performance with owner's designated contact. Discuss specific program changes or additional requirements.

Continued

Temperature Controls Continued

OWNER - GDPM – Central Office – CO-1 – 400 Wayne Ave.

=====

READINGS/COMMENTS:

=====

SPECIAL INSTRUCTIONS:

=====

COMPLETION DATE: ___/___/___

BY: _____

EQUIPMENT SERVICE CHECK LIST

OWNER – GDPM – Central Office – CO-1 – 400 Wayne Ave.

EQUIP. ID – _____

EQUIP. DESCRIPTION - Mitsubishi Heat Pump

SERIAL NO. – _____

MFR. & MOD.# PUZ-A30NHA- PKA-A30FAL

=====
Task Description

(Comment on any Unusual Conditions)

=====

SEMI-ANNUALLY

- Clean all debris from air inlet grille
- Clean condenser coil
- Inspect and test for secureness of guards, and panels
- Inspect all structural elements for corrosion and damage
- Inspect condenser fan motor for vibrations and unusual noises
in bearings, motors, etc.

ANNUALLY

- Check fan motor and blade for cleanliness and clean as required
- Inspect contacts for signs of wear, arcing, overheating
- Clean control enclosure
- Inspect wiring for secureness, damage, corrosion and overheating

=====
READINGS/COMMENTS:

=====
SPECIAL INSTRUCTIONS:

=====
COMPLETION DATE: ___/___/___ BY: _____

EQUIPMENT SERVICE CHECK LIST

OWNER – GDPM – Central Office – CO-1 – 400 Wayne Ave.

EQUIP. ID – _____

EQUIP. DESCRIPTION - Mitsubishi Heat Pump

SERIAL NO. – _____

MFR. & MOD.# PUMY-24NMU-E

=====

Task Description

(Comment on any Unusual Conditions)

=====

SEMI-ANNUALLY

- Clean all debris from air inlet grille
- Clean condenser coil
- Inspect and test for secureness of guards, and panels
- Inspect all structural elements for corrosion and damage
- Inspect condenser fan motor for vibrations and unusual noises in bearings, motors, etc.

ANNUALLY

- Check fan motor and blade for cleanliness and clean as required
- Inspect contacts for signs of wear, arcing, overheating
- Clean control enclosure
- Inspect wiring for secureness, damage, corrosion and overheating

=====

READINGS/COMMENTS:

=====

SPECIAL INSTRUCTIONS:

=====

COMPLETION DATE: / /

BY: _____

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

Bid Form

To: The Dayton Metropolitan Housing Authority dba Greater Dayton Premier Management
400 Wayne Avenue
Dayton, Ohio 45410-1106
Phone: (937) 910-7500 Fax: (937) 222-3554

Having carefully read and examined the "Scope of Work", "Specifications", "Plans", and any addendum for:

**Full Service
HVAC Maintenance Contract for
Central Offices, CO1 – 400 Wayne Avenue
Dayton, Ohio 45410**

Upon review of the documents prepared by GDPM and having inspected the premises and all conditions affecting the work, the undersigned proposes to furnish all materials and perform all labor necessary for the performance and completion of the work indicated below, all in compliance with the documents named above, and further agrees that each separate item of trade or employment further agrees that, if any or all of said bids are accepted, he will enter into a Contract according to the form required by the Owner for the faithful performance of the labor and the furnishing of all materials included in such bid or bids so accepted.

Submitted by: _____
Contracting Firm

Having read and examined the Contract Documents, prepared by the Associate for the above-referenced Project, and the following Addenda:

Addendum No.	Date of Receipt
_____	_____
_____	_____
_____	_____
_____	_____

Bidders Initials _____

Base Quote Full Service HVAC Maintenance Contract for GDPM – Central Offices-CO1 Note that GDPM may opt to assign a contingency for unforeseen conditions. However, requests for payment on contingencies will require GDPM approval.

1. BASE QUOTE: Full Service HVAC Maintenance Contract

	Figures	Words
1 st Year Contract (12/1/22-11/30/23)	\$ _____	\$ _____
2 nd Year Contract (12/1/23-11/30/24)	\$ _____	\$ _____
3 rd Year Contract (12/1/24-11/30/25)	\$ _____	\$ _____
4 th Year Contract (12/1/25-11/30/26)	\$ _____	\$ _____
5 th Year Contract (12/1/26-11/30/27)	\$ _____	\$ _____

The Time of Services covered by this contract is December 1 2022 through November 30, 2027. At the Owner's option, this period may be extended by an additional 1 year periods not to exceed 5 years

Hourly Labor Rate for Additional Owner Authorized Maintenance / Repair / Contingency Services:

Year	Straight Time Rate	Overtime Rate @ Time and a Half
Year 1	\$ _____ per hour	\$ _____ per hour
Year 2	\$ _____ per hour	\$ _____ per hour
Year 3	\$ _____ per hour	\$ _____ per hour
Year 4	\$ _____ per hour	\$ _____ per hour
Year 5	\$ _____ per hour	\$ _____ per hour

The full name and address of all persons and parties interested in the foregoing proposals as principals are as follows:

Bidder _____

Address _____

Phone _____ Fax _____

If the Contractor is entering into a partnership to perform the work, provide the following information for the partnering firm:

Bidder _____

Address _____

Phone _____ Fax _____

Addendums Received: (Please list) _____

Bidder's Signature_____

Typed Name_____

Title_____

Note: The Bidder will sign his bid on the line indicated above; if it will be a partnership, the firm name will be signed, followed by the signature of the partner signing. If a corporation, name will be signed followed by the signature and the official title of the officer signing name.

Bidder's Certification

The Bidder hereby acknowledges that the following representations in this bid are material and not mere recitals:

1. The undersigned, having carefully read and examined the "General Conditions", "General Requirements", "Specifications", "Plans" and any addendum for: **Full Service HVAC Maintenance Contract for GDPM-Central Offices-CO1**, as prepared by **GDPM** and having inspected the premises and all conditions affecting the work, the undersigned proposes to furnish all materials and perform all labor necessary for the performance and completion of the work indicated below, all in compliance with the documents named above, and further agrees that each separate item or trade or employment entered in this Proposal shall be considered as a separate bid for that kind of work. The undersigned further agrees that, if any or all of said bids are accepted, he will enter into a Contract according to the form required by the Owner for the faithful performance of the labor and the furnishing of all materials included in such bid or bids so accepted.
2. In submitting this bid it is understood that the Greater Dayton Premier Management reserves the right to reject any and all bids.
3. Attached hereto is an affidavit in proof that the undersigned has not entered into collusion with any person in respect to this bid or any other bid or the submitting of bids for the contract for which this bid is submitted. Also attached is a statement of Contractor's qualifications.
4. Bidder hereby agrees to comply with all City, State and Federal Statutes relating to Liability Insurance, Working Hour, Safety and Sanitary Regulations. Bidder further agrees that their bid amount includes all fees for permits, taxes, and insurance required or applicable to the work.
5. The Bidder will sign his bid on the line indicated below; if it will be a partnership the firm name will be signed, followed by the signature of the partner signing, his own name to be signed on the line beginning with the work "By"; if a corporation, name will be signed followed by the signature and the official title of the officer signing name
6. The Bidder has read and understands the RFQ Documents and agrees to comply with all requirements of the RFQ Documents, regardless of whether the Bidder has actual knowledge of the requirements and regardless of any statement or omission made by the Bidder which might indicate a contrary intention.
7. The Bidder represents that the bid is based upon the Standards specified in the RFQ Documents.

8. The Bidder has visited the project site, become familiar with the local conditions and has correlated personal observations about the requirements of the RFQ Documents. The Bidder has no outstanding questions regarding the interpretation or clarification of the RFQ Documents.
9. The Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint or combined bid, each party thereto certifies as to such parties organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief: a) the Base Bid, any Unit Prices and any Alternate Bid in the bid having been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Bid, Unit Prices or Alternate Bid, with any other; b) unless otherwise required by law, the Base Bid, any Unit Prices and any Alternate bid in the bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to the bid opening, directly or indirectly, to any other Bidder who would have any interest in the Base Bid, Unit Prices or Alternate Bid; c) no attempt has been made or will be made by the Bidder to induce any other individual, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.
10. The Bidder will enter into and execute the RFQ with Greater Dayton Premier Management (GDPM).
11. The Bidder certifies that upon the award of the RFQ, the Contractor will make a good faith effort to ensure that all of the Contractor's employees, while working on the project site, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

If the Bidder is a Corporation, partnership or sole proprietorship, an officer, partner or principal of the Bidder, as applicable, shall print or type the legal name of the Bidder on the line provided and sign the Bid Form. If the Bidder is a joint venture, an officer, partner or principal, as applicable, of each member of the joint venture shall print or type the legal name of the applicable member on the line provided and sign the Bid Form. All signatures must be original.

Bidder's Name:

GDPM –Full Service HVAC Maintenance Contract

Authorized Signature: _____

Print name: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: _____

Fax Number: _____

Where incorporated: _____

Federal Identification Number: _____

Dunn and Bradstreet Number: _____

Contact Person for Contract processing: _____

(Please print)

Email _____

Additional Signature for Joint Venture:

Bidder's Name:
Authorized Signature: _____

Print name: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

Where incorporated: _____

Federal Identification Number: _____

Dunn and Bradstreet Number: _____

Contact Person for Contract processing: _____

(Please print)

General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

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

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

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban Development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- (d) proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
- (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 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.

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- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
 - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

5. Rights in Data (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.

6. 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.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of 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 HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (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 the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

20. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

21. 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.

22. 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.

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

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- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

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

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

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

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

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

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

5. Disputes concerning labor standards

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

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

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

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

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

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

Non-Collusive Affidavit and Full Disclosure Statement

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

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

Signature: _____

Signature: _____

Title: _____

(Company Name)



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



Section 3 Business Concern Application

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

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

NAME OF BUSINESS: _____

ADDRESS OF BUSINESSES: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

PAGER NUMBER: _____ CELLULAR NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

1. TYPE OF BUSINESS (Check Applicable Status)

- Corporation Partnership Sole Proprietorship Joint Venture

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

2. CHECK AND ATTACH ALL THAT APPLY

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

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

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

(2) A business claiming 30% of current full-time workforce qualify as section 3 residents, or within three years of the date of first employment with the business concern were section 3 residents see guidelines on the page 3).

- Prime Contractor submit: Form sec3-001a, Section 3 Business Concern Application (this form) and all required supporting documentation.
- Prime Contractor submit: Form sec3-001b, Section 3 Business Employee List and all required supporting documentation
- Prime Contractor submit: Form sec3-001c, Section 3 Business Contractor or Subcontractor Payroll Report Complete for each F/T employee who has been employed at least one month. (this includes all employees of the company)
- For each Section 3 Employee submit: Form sec3-002a, Section 3 Resident Preference Claim Form and all required supporting documentation (to be completed for each section 3 resident claimed in meeting the 30% threshold)
- For each Section 3 Employee submit: Form sec3-002b, Section 3 Resident or Employee Household Income Certification (to be completed for each section 3 resident claimed in meeting the 30% threshold)

(3) A business claiming to subcontract in excess of 25 percent of the dollar award of all subcontracts to be awarded to business concerns that meet the qualifications set forth in paragraphs (1) or (2) above.

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

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

CORPORATE SEAL

PRINT NAME: _____

SIGNATURE: _____ **DATE:** _____

TITLE: _____

FOR OFFICE USE ONLY:

Date Received: _____ Initial Application Reviewed by: _____

Final Application Reviewed by: _____ Approval Status: Approved Denied

Why Certify as a Section 3 Business:

1) Receive preference during the bidding/proposal process

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

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

3) Boost your business growth and service/product output

Individuals who qualify as Section 3 residents:

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

What defines a person of low and very low income?

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

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

CHART 1

# IN HOUSEHOLD	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
Very Low-Income	\$21,900	\$25,050	\$28,150	\$31,300	\$33,800	\$36,300	\$38,800	\$41,300
Low-Income	\$35,050	\$40,050	\$45,050	\$50,100	\$54,100	\$58,100	\$62,100	\$66,100

Note: *2016 Median Family Income for Ohio: \$62,600 (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	\$10.53	\$12.04	\$13.53	\$15.05	\$16.25	\$17.45	\$18.65	\$19.86
LOW-INCOME	\$16.85	\$19.25	\$21.66	\$24.09	\$26.01	\$27.93	\$29.86	\$31.78

*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. \$62,600/2,080 = \$30.10)

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

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Is your Proposal Packet Complete?



Are the following forms completed, signed and in your Proposal Packet?

- 1. Request for Proposal Professional Services Contractor Information Sheet**
- 2. Proposal including all Sections Identified in the Submission Requirements**
- 3. W-9 (if not already registered with GDPM)**
- 4. Non-Collusive Affidavit & Full Disclosure Form**
- 5. Section 3 Form**