

GREATER DAYTON PREMIER MANAGEMENT

Request for Proposal

RFP# 24-01

Make Ready/Unit Turns - Authority Wide Partial Phase

Timeline is provided as a guideline only and is subject to change at the discretion of GDPM.

Issue Date	Monday, February 19, 2024
Pre-Bid Meeting	Not Applicable
Questions from Contractors Due	Thursday, February 29, 2024 by 5 :00 pm
Responses from GDPM to Be Posted By	Friday, March 1, 2024
Proposals Due	Wednesday, March 13, 2024 before 5:00pm
Anticipated Award Announcement	March 2024

*There is no obligation on the part of GDPM to select and award any submitting responder to any firm or individual submitting a response. **No work is guaranteed.***

Pre-bid Meeting: There is no scheduled pre-proposal meeting

Bid-Opening: There will *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/request-for-quotes/>

How to Submit Bids:

PROPOSALS MUST BE SUBMITTED ELECTRONICALLY TO:

ebid@dmha.org

THE SUBJECT LINE MUST STATE: **RFP 24-01 Make Ready/Unit Turns – Authority Wide Partial Phase**

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 No proposals shall be withdrawn for a period of one hundred twenty days of submission.

GDPM seeks a pool contractors to prepare vacant units for occupancy. Site visits will not be conducted, contractors will provide pricing based on the number of bedrooms, square footage and type of structure (i.e. Apartment, Hi-Rises, Studios, Townhome, etc.). See Exhibit I

GDPM reserves the right to select multiple contractors for the completion of Make Ready/Unit Turns Authority Wide. If the contractor(s) selected are unable to fulfill the completed work by expected completion date. GDPM has the authority to assign Make Ready/Unit Turns Authority Wide Repairs to other contractor(s). The designated GDPM staff person(s) will assign each contractor(s) to a unit(s), along with an estimated timeline for completion. In the event additional work may be required, designated GDPM staff will walk the unit with contractor and request a quote/proposal from the contractor. GDPM will evaluate price reasonableness and scope detail. If applicable, prevailing wage must be included and outlined within the quote/proposal.

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.

If you would like to submit a bid, you must complete the GDPM Quote Form. It must be signed. If the proposal section does not have enough room for your proposal, please write 'see attached' and attach your quote. If you are interested in working with GDPM and are not already registered, please visit <https://www.gdpm.org/business-opportunities/vendor-registration/> and complete a vendor registration packet. Once submitted, you will be notified of all contracting opportunities related to the areas you select when registering.

The email date and time stamp shall serve as the official receipt and late submissions shall not be accepted. GDPM shall not be responsible or liable for any lost or misdirected responses. Submissions are the responsibility of the proposer.

Questions received less than seven (7) days prior to solicitation due date may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

Contract Term:

The contract resulting from this RFP shall be effective the date of execution through September 2024.

Unless otherwise stated in the contract, the contract term shall commence on the date specified in the Contract or Purchase Order issued by GDPM.

ADDENDUMS: All ADDENDUMS shall be placed on the GDPM website. Bidders will not be notified when an ADDENDUM is issued. It is the responsibility of the bidder to check the website for any ADDENDUMS.

<https://www.gdpm.org/business-opportunities/requests-for-proposals/>



REQUEST FOR PROPOSAL PROFESSIONAL SERVICES

Contractor Information

RFP Name Solicitation No.

Prevailing Wage? Proposal Due Date Contract Term

Contractor Information

Name of Business: Primary Contact

Street Address: Street Address Line 2:

City: State: Zip Code:

Contact Number: E-mail:

Check at Least one
of the Following:*

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

Are you currently
suspended,
debarred or
otherwise deemed
ineligible for a
federal contract
award?

Check box if
addendum was
reviewed (*don't check if
not applicable*)

- ☐ Addendum 1
- ☐ Addendum 2
- ☐ Addendum 3
- ☐ Addendum 4
- ☐ Other

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. Further, Contractor has reviewed, acknowledges and accepts the provisions within the Contract Documents including, but not limited to, Form HUD 5369-B Instructions to Offerors Non-Construction, the Specifications, Contractor's bid, and the GDPM Professional Services General Terms and Conditions (up to \$250,000). 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 of 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. By signing below, Contractor acknowledges that GDPM reserves it right to reject any and/or all bid or to cancel the solicitation at any time and for any reason(s). The total Contract Award shall not exceed \$250,000 during the entire Contract Term. Contractor's proposal shall be valid for at least 90 days subsequent to the bid opening date. GDPM Contract Documents are available at <https://www.gdpm.org/development-construction/documents/>.

Contractor Signature of Acceptance

Date

Acceptance of Proposal:

GDPM accepts your proposal and the Master Agreement containing the solicitation, General Terms and Conditions, and cost catalog are hereby in effect.

GDPM Signature of Acceptance

Date

Greater Dayton Premier Management

RFP 24-01

Make Ready/Unit Turns – Authority Wide Partial Phase

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
Item 3	Evaluation Criteria and Selection information
Item 4	Contractor Profile Form & Wage Decision
Item 5	Non-Collusive Affidavit and Full Disclosure
Item 6	W-9
Item 7	Section 3 Application & MBE
Item 8	Is Your Bid Packet Complete?



Job Title:
**Vacant Unit Make Ready/Minor
Repairs Authority Wide Partial Phase**

RFP 24-01

SECTION I: SCOPE OF WORK

Greater Dayton Premier Management (GDPM) is an Ohio political subdivision and an award-winning, nationally recognized public housing authority in Montgomery County, Ohio. Additionally, GDPM is Montgomery County's largest landlord and serves approximately 16,000 individuals annually.

1. The intent of this RFP is to create a pool of small contractors for unit turnovers and will be used on an as needed basis. The actual number of small contractors chosen will depend on the number of anticipated units to be turned and availability of in-house staff. Contractors should limit their proposal to the services for which they are qualified and competent to complete.
2. Contractors selected to participate in the pool will be assigned work at the discretion of the Authority based on quality of work, availability, manpower and timeliness. GDPM will attempt to match each assignment to the contractor best suited for a given task (i.e. When the Authority has a need for minor renovations such as kitchens/baths, a contractor with proven experience in renovations may be selected over a contractor that has more experience with painting and little renovation experience.) GDPM shall also be the determining factor on the number of units any contractor may be assigned.
3. As tenants move out, the requirement for turnover must happen swiftly and contractors must be available upon call. Time is of the essence and quick turnover on vacant units is critical for operations to provide affordable housing. Unit turnaround time will depend on the number of bedrooms, how many phases are required and the extent of work within the phases required. From past history, turn-arounds are typically done in 3 – 5 days. The number of turnarounds annually depends on tenant status and is difficult to estimate.

Contractors selected may be issued a blanket purchase order per the terms, conditions and cost associated with the contract. Once a unit is ready for service, a contractor will be contacted by GDPM for availability.

4. GDPM will review the project site and go over the scope of work with the contractor. The contractor shall then provide a proposal based on their contract pricing and any other items that may be outside the scope of services. Proposal must be detailed showing all services being performed. Any allowable charges for material must be shown on separate line items, clearly described on the proposal and marked up only by the percentage provided in the contract.

5. Items such as replacing cabinets, appliances and/or other items within the unit are infrequent, however, may be requested. These costs will be part of the contractor's proposal. However, outside the cost of the contract, GDPM may be required to obtain more than one proposal from contractors within the pool.
6. **Debarred or Suspended:** GDPM staff is responsible for ensuring prior to contract award, determine if a contractor has been debarred or suspended. Contractors debarred, suspended, or proposed for debarment are excluded from receiving contracts, and agencies shall not solicit offers from, award contracts to, or consent to subcontracts with these contractors. Select the link to enter your company information <https://sam.gov/content/exclusions>
7. **Prevailing Wage:** Yes – Davis Bacon wages apply to this project. Please see attached wage determination for current wage rates for Building and Residential. The wage rate in effect on the date of contract award will apply to this project. Davis Bacon wage determinations are available at <https://sam.gov/content/wage-determinations>
8. If approved for the work by GDPM, the contractor shall be provided a Work Assignment/Notice to Proceed against a standing purchase order for the fiscal year. The contractor is to start the unit turnover within a minimum of 2 business days and complete on an agreed upon time between GDPM and the contractor. Business Days consists of Monday – Friday 8:00 a.m. – 5:00 p.m.
9. Work assignments/Notice to Proceed may be issued at any time during the term of the contract and the assignment of work projects will be made solely at the discretion of GDPM. Should a contractor accept more than one work assignment at any given time for more than one site, the Contractor is still responsible for completing each within the agreed upon timeframe and not in addition to. For example, if a contractor has one three-bedroom unit to turn around and accepts another three-bedroom unit on the same day, and the agreed upon time is 3-5 days per unit, both units will be completed in 3 to 5 business days.
 - a. Regular communication with the property managers and/or maintenance supervisors is critical to the contractor's success. Contractors should never assume anything and should never begin work on a unit until they receive an executed Work Assignment/Notice to Proceed.
 - b. GDPM for example only, will inspect the work prior the 5th day and create a punchlist. Punch list items shall be completed within 1-day and/or a reasonable time agreed upon between GDPM and the contractor prior to the final walk-thru and inspection.
 - c. Payments will not be made until all punch list items and any Notice to Owner/Construction Liens are satisfied.
10. The services being requested are broken out in phases. The work listed below is a typical list of all work associated with a complete turnover;

however, may not be required for all units. GDPM may select one or more phases or all services to be performed by the contractor(s). Contractor(s) shall supply all equipment, supplies, labor, and materials for unit turnovers.

All work associated with the phases is described below. Note that the description of the work will be applicable to the phases chosen for each project. Any replacement items (i.e.: flooring, fixtures, water heaters) shall be determined by GDPM and at the option of GDPM may be furnished and/or installed by others.

Services to be provided for a complete vacant unit turn/make ready are as follows:

- **Cleaning:** complete janitorial services, cleaning and sanitizing the unit in preparation for a new tenant. Performance shall be in accordance with Section One Cleaning below.
- **Painting:** preparation, paint, and finish work as identified in Section Two Painting.
- **Minor Repairs:** necessary repairs to (or replacement of) apartment fixtures and hardware and all items identified in Section Three Minor Repairs - Standard Unit Repair below and as identified in attached Exhibit B.
- **Trash Removal:** Trash removal is simply the removal of all designated trash from the site which may include paper, items inside cabinets and closets Section Four Trash Removal.

SECTION ONE

CLEANING:

At a minimum, cleaning shall include and shall be done in accordance with the following:

- A. **Dusting:** Thoroughly dust all vertical and horizontal surfaces in all cleanable areas with dust cloth or tool up to and including ceiling vents, air bars, and lighting devices, window blinds, etc. Contractor shall not move dusting residue from spot to spot but remove it directly from the areas in which dirt lies by the most effective means appropriate using treated dusting cloths or vacuum tools.
 - 1. Leave no dust streaks.
 - 2. Leave corners, crevices, molding and ledges free of dust and cobwebs.
 - 3. Leave no oil spots or smudges on dusted surfaces caused by dusting tools.
 - 4. Unit must be free of all dust.
- B. **Wall Spot Cleaning:** Thoroughly clean all spots, smudges, stains, etc. from walls using appropriate chemicals at approved dilutions. All surfaces must be dirt and streak free.
- C. **Clean and re-install all light globes and fixtures.**

- D. Clean all interior glass with appropriate alcohol-based glass cleaner and wipe dry with clean dry cloth. Clean window screens, sills and tracks. Lock when finished.
- E. Clean front and back screen or storm doors including windows, screens, and thresholds.
- F. Sweep and mop porches/balcony (if applicable).
- G. Clean exterior of water heater, vent pipe, flue pipe, and area of closet surrounding water heater. Ensure flue pipe is properly secured.
- H. Clean exterior of radiators, fin tube covers, air conditioners and area surrounding equipment in unit.
- I. Remove, clean, paint and reinstall all HVAC register covers.
- J. Laundry Room/Utility Rooms: Thoroughly clean all walls and ceiling. Floors must be sweep and mopped. All vents are to be cleaned and free of dust, dirt or particles.
- K. Bathroom Cleaning:
 - 1. Clean and Disinfect Sinks: Thoroughly clean all sinks, including bottom, faucets, and spigots, with appropriate cleanser. Rinse thoroughly as all cleanser residues must be removed. Then wipe each item with approved disinfectant solution and allow to air dry.
 - 2. Clean and Disinfect Tubs: Thoroughly clean all tubs, including bottom, faucets, and spigots, with appropriate cleanser. Rinse thoroughly as needed, then wipe all areas with approved disinfectant solution and allow to air dry.
 - 3. Clean and Disinfect Toilets: Thoroughly clean toilets, toilet seats, with approved acid free bowl cleaner, rinse thoroughly. Wipe each toilet, toilet seat completely with appropriate disinfectant solution. Surface should be streak, smear, and smudge free. Leave seats in a raised position.
 - 4. Clean Glass and Mirrors: Thoroughly clean all glass and mirrors using an appropriate glass cleaner. Use a soft, clean cloth. Dry completely. Surface should be streak, smear, and smudge free. Make sure attached frames, edges, and shelves are also cleaned and dried as well as the glass surface.
 - 5. Clean and Disinfect Walls, Doors, Partitions and Handrails: Thoroughly clean all walls (including switch and plug covers), doors with appropriate chemicals using the prescribed dilution. Rinse thoroughly as needed, then wipe all areas with disinfectant solution and allow to air dry.
- L. Kitchen Cleaning
 - 1. Clean and Disinfect Cabinets: Thoroughly clean interior and exterior of cabinets with appropriate cleanser. Ensure all items are free of grease. Rinse thoroughly as all cleanser residues must be removed. Then wipe each item with disinfectant solution and allow to air dry.

2. Clean and Disinfect Kitchen: Thoroughly clean sink, faucets and spigots, fixtures, countertop, and backsplash with appropriate cleanser. Ensure all items are free of grease. Rinse thoroughly as all cleanser residues must be removed. Then wipe each item with disinfectant solution and allow to air dry.
3. Clean and Disinfect Appliances: Thoroughly clean interior and exterior of all appliances with appropriate cleanser. Ensure appliance are free from grease, dirt, and other residue. Rinse thoroughly as all cleanser residues must be removed. Then wipe each item with disinfectant solution and allow to air dry.

M. Floor Cleaning

1. Floor Cleaning / Thorough Sweeping: Floors shall be clean and free of trash and foreign matter. No dirt, dust shall be left in corners, behind radiators, under or behind doors. Carpets shall be cleaned.
2. Damp Mop: Thoroughly damp mops all non-carpeted areas. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Appropriate chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free.
3. Waxing and Buffing: All floors are to be swept, mechanically stripped twice, and then waxed with two (2) coats (Only strip and wax VCT. LVT to be cleaned and mopped), including under appliances and inside all closets. Under no circumstances shall the floors be saturated with water/solvents during the cleaning process. Damage due to excessive moisture may be the liability of the Contractor. No dirt, dust shall be left in corners, behind radiators, or behind doors. Cove base/baseboards shall be left in a clean condition.

SECTION 2

PAINTING

At a minimum, painting shall include and shall be done in accordance with the following:

A. Paint Preparation

1. Contractor shall perform surface prep throughout unit on all walls and surfaces requiring painting for the application of paint including fin tube covers and radiators. Contractor shall scrape off all flaking and/or loose paint from ceiling, walls and trim, interior doors (Contractor to assume 5 doors) and windowsill surfaces. Where chipped paint exists, sanding will be performed by use of various grades of sandpaper to featheredge chipped areas to allow a smooth flow of paint and prevent further chipping.

2. All nails, screws, brackets, debris etc., shall be removed. All holes in the walls, ceilings, doors, trim, etc. as well as cracks, will be properly filled, floated or caulked flush with existing surfaces. Finish will match all other existing finish work.
3. All bare wood shall receive a thorough primer coat prior to the application of any finish coats of paint. Under no circumstances shall a finish coat product be used as a suitable substitute for a primer product manufactured solely for that purpose.
4. The Contractor shall insure sufficient drying time between primer and subsequent finish coats, as recommended by the manufacturer of the product.
5. Unfinished walls and ceiling surfaces due to repairs will be textured with matching texture and painted (to include new and old patches and/or repairs).
6. Plaster Surfaces: Plaster shall have all loose and scaling paint removed. All depressions and cracks shall be routed out to a minimum of 1/2 inch width, filled with patching plaster, properly keyed to the existing plaster, and sanded smooth to produce a uniform homogenous surface. All dirt and grease shall be removed from the surface prior to any application of paint. If existing paint has a hard, glossy finish, the surface shall be lightly sanded or treated with a wash as recommended by the manufacturer of the new paint to be applied.
7. Gypsum Wallboard: All gypsum wallboard surfaces shall have all dirt, dust, oil, grease stains and loose and scaling paint removed. All cracks, shall be struck with a knife or other suitable tool to remove loose gypsum and paint, and filled with joint cement. The joint cement shall be forced into the open joint and bonded to both edges of the separated wallboard. After the cement has dried, the area shall be sanded smooth and shall blend with adjacent surfaces.
8. Treatment of Mildew and Greasy Areas Requiring Washing: Mildew and grease on painted surfaces shall be cleaned by the Contractor before repainting. After scrubbing, the surface shall be rinsed with clear water and allowed to dry. When applicable, a stain killer, sealer and/or primer shall be applied to the affected area to prevent bleed-through.

B. Painting

1. All painted surfaces within the unit including, but not necessarily limited to kitchen, living room, bathroom, bedrooms, laundry room, hallways, ceilings, closets, all doors, and the stairwell, will be repainted to provide a uniform finish and shall be free from runs and bleed through. All flat areas are to be painted including walls, ceilings, columns, beams closet interior, etc.
2. Unless specified otherwise by the Maintenance Supervisor, painting shall be in a color that matches the original paint (typically Bone White Latex with an Eggshell finish and not necessarily the existing paint as tenants sometimes paint walls). Paint color will be provided by GDPM Staff. Paint will be provided by GDPM (1) 5 gallon bucket per unit.

3. All surfaces will receive two coats of selected paint. There will be no additional cost if more than one coat of paint is required for sufficient coverage.
4. All painting shall be done according to the manufacturer's recommendations or as specified herein. Equipment and materials will be used properly and only for their intended purpose (i.e. interior paint for interior surfaces). The Contractor will be responsible for correcting at his/her expense any work not accepted by OWNER staff.
5. Contractors will include minor patching and wall repairs in their costs however; larger areas of patching are included as an extra on the bid sheet for areas in excess of 9" square. Contractor will repair larger patches by infilling with drywall and finishing around the patch to allow for a smooth painted surface. All patching will follow industry standards of repair.
6. All areas that will not be receiving paint will be properly taped off, covered and protected. Contractor will assume the unit is vacant and absent of debris for this proposal.
7. All work areas will be properly cleaned after painting is completed.
8. Pricing will be based on average square footages of units. All units will have a kitchen, bathroom and separate bedrooms. Units will typically have an entry coat closet, a linen closet and a closet in each bedroom.
9. Lead Certification
 - a. If work is to be performed that could potentially disturb any encapsulated lead the Contractor(s) selected must provide a work crew, qualified by training and experience, and licensed to perform the work required (e.g. Lead Certified as needed) or they will need to decline the request for specific work in question.
10. General Rules for Work that may Disturb Lead Based Paint
 - a. Contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, childcare facilities, and schools built before 1978 must be certified and must follow specific work practices to prevent lead contamination. This includes, but is not limited to:
 - i. Contain the work area.
 - ii. Minimize dust.
 - iii. Clean up thoroughly

SECTION 3

MINOR REPAIRS - STANDARD UNIT REPAIRS:

At a minimum, standard unit repairs shall include and shall be done in accordance with the following:

- A. Remove and replace all existing window blinds. Remove any window treatment or window blind hardware from windows. Contractor to assume replacement of three window blinds.
- B. Remove and replace all smoke detectors and CO detectors with hardwired wall or ceiling mounted smoke and CO combination alarm detectors in accordance with applicable code.
- C. Only replace broken or inoperable electrical outlets, switches, GFIs and corresponding cover plates and replace with new. Assume: two GFIs (kitchen and bathroom); six light switches (bedroom, hallway/entry, bathroom, bedroom, living room, dining room; six electrical outlets (assume two outlets to be replaced in the bedroom, kitchen, living room/dining room). Contractor to increase count for any additional bedrooms, bathrooms in accordance with bedroom unit type.
- D. Repair or replace door bell, if necessary.
- E. Verify that all electrical main panel and subpanels are not missing any covers, breakers, or spacers.
- F. All light fixtures, interior and exterior, to be cleaned and covers shall be removed and replaced. Light fixture covers shall match existing. Assume one light fixture for each room and hallway. Replace all light bulbs with new.
- G. Remove and replace all filters. Contractor to assume replacement of one air filter.
- H. All window returns, jamb, head and sills shall be patched/ repaired (as required) of cracks, notches, holes, etc.
- I. Clean thoroughly all stair treads. Contractor to assume replacement of 3 tread covers and risers per walk up units. Match covers and risers in color and material.
- J. Contractor to remove and install 25 square feet of flooring. Assume planks, 18"x18" or 12"x12'1/8" VCT/LVT floor tile.
- K. Contractor to remove and install 30 linear feet of 4" vinyl cove base (roll).
- L. All existing plumbing fixtures, trim and accessories shall be free of leaks and improper water flow. The contractor shall provide all parts such as washers, seals, packing nuts, knobs and handles, stems, escutcheon plates, etc. as required for proper plumbing fixture and trim operation.

M. Repair or replace missing address numbers on exterior of unit.

N. Remove debris and make sure all yard space on the exterior of the unit is clean.

O. Sheds and garages shall be clean and free of debris. Shed doors to be repaired and painted.

P. Remove exterior graffiti.

Q. Doors

1. All existing doors and door hardware shall be in proper working condition.
2. All existing doors not specified to be removed shall remain and shall be free of binding and looseness. All existing doors shall hang level and square within each existing doorframe with latch sets securing properly.
3. Clean and refinishing wood doors. Sand and vacuum between coats, and apply two to four coats of polyurethane finish on wood doors as needed. Prepare existing door surfaces and frames as required for specified finish.
4. Existing door surfaces with doorframes and trim shall be free from dents, marks, and holes. Replace missing door trim with new to match existing.
5. All doors and frames are to be painted both sides.
6. All existing door frames not specified to be removed shall remain and shall be free of looseness, missing trim, damages and skewed angles.
7. All existing hardware specified to remain shall perform properly. Lubricate existing hinges and locksets using a silicone based spray. All parts missing shall be replaced and match existing.

R. Windows

1. Clean all windows, window wells, frames and sills, to include glass surface
2. All sliding windows sashes shall be adjusted for proper operation. Where required for proper operation, replace all missing window parts.
3. All existing window hardware shall perform properly. Lubricate locksets as required. All missing hardware elements shall be replaced to match existing.
4. Remove all stationary curtain rods and/or window treatments and provide new horizontal springs 1" mini blinds, formed-steel or extruded aluminum (head rail and bottom rail) for each window in unit.

S. Kitchen Cabinets

1. All cabinets not specified to be removed shall remain and shall be free from surfaces marks, scratches and dents. All cabinets must be cleaned with Milsek Furniture Polish and Cleaner
2. Kitchen countertop shall be integral with backsplash with a radius edge and sealed tight to wall.
3. All cabinets must align and close properly. Make adjustments as required.
4. Caulk kitchen countertops and backsplash tight to wall.

T. Bathrooms

1. Caulk tub, tub surround, vanity and sink
2. Remove and install toilet seat – elongated, white
3. All medicine cabinets and vanities shall be cleaned inside out thoroughly and replace any missing shelves, if any. Lubricate hinge with a silicone based spray for proper operation.
4. Clean, repair, or replace towel bar as needed.
5. Clean, repair, or replace toilet paper holder as needed.

U. Plumbing Fixtures / Trim and Accessories

1. All existing plumbing fixtures, trim and accessories shall be free of leaks and improper water flow. The contractor shall provide all parts such as washers, seals, packing nuts, knobs and handles, stems, escutcheon plates, etc., as required for proper plumbing fixture and trim operation.
2. All existing lavatory stems shall have aerators and all bathroom lavatory sinks shall have an overflow hole.
3. All existing toilet flush tank assemblies shall operate properly.
4. All new and existing sink and lavatory stems have aerators and all bathroom sinks shall have an overflow hole.

V. Water Supply Piping

1. Unless specified otherwise, all existing plumbing supply lines and valves exposed within the unit shall be free of leaks, breaks, corroded sections, and slow flow rates. Existing damaged pipes and valves shall be replaced with new plumbing supply lines and shut-off ball valves for kitchen and bathrooms type to match existing for kitchen and bathrooms.

2. All through wall existing penetrations shall have escutcheon plates matching pipe size and type.

W. Drain Waste Vent

1. All existing plumbing drainage lines exposed within the unit shall be free of leaks, breaks, corroded sections, slow flow rates and clogs. Where needed, snake clogged drain lines. Existing damaged pipes shall be replaced with type to match existing.
2. All through wall existing and new pipe penetrations shall have escutcheon plates matching pipe size and type.

SECTION 4

TRASH REMOVAL:

Trash removal is simply the removal of all designated trash from the site which may include paper, items inside cabinets and closets. Trash may be disposed of in the on-site dumpsters except for regulated items such as fluorescent bulbs, computer equipment, or large/heavy furniture items etc. Regulated items must be disposed removed from GDPM property and legally disposed of at an authorized facility.

Heavy Furniture/non-working appliances/etc. will typically be removed and disposed of by GDPM, however, in the event the contractor is responsible for removal of heavy furniture and/or appliances the contract will be told prior to submission of a proposal for said site.

Contractor shall furnish trash bags, truck(s), trailer(s) and/or other supplies for the project. Contractors shall legally dispose of all materials removed from GDPM site and are cautioned to not overfill vehicles and properly tie down all items being removed from the location. The removal of trash shall be done in a safe manner to not cause damage to property (i.e.: dragging furniture over floors and carpet, etc.)

Bid Form

Pricing in the table below to be based on the following

1. Trash Removal – Page_____, Items _____
 - Do not include item large/heavy furniture items.
2. Deep Clean – Page_____, Items.
 - Do not include item stripping and waxing of flooring, replacement of flooringand/or carpet.
3. Maintenance – Page_____Items include caulking and any testingequipment.
 - Do not include any replacement cost such as broken doors, hinges, cabinet hardware, switch plates, etc.
4. Painting – Page_____Items include all prep materials.
 - Do not include Paint and/or Primer.
5. Estimated Square Footage:
 - **One Bedroom: 450-1044**
 - **Two Bedroom: 550-1510**
 - **Three Bedroom: 864-1580**
 - **Four Bedroom: 1056-1500**
 - **Five Bedroom: 1850**

Pricing must be based on square footage listed above – Partial Phase Pricing March 2024 thru September 2024

	Trash Removal	Deep Clean	Maintenance	Paint	Second Coat of Paint at GDPM Request
One Bedroom	\$	\$	\$	\$	\$
Two Bedroom	\$	\$	\$	\$	\$
Three Bedroom	\$	\$	\$	\$	\$
Four Bedroom	\$	\$	\$	\$	\$
Five Bedroom	\$	\$	\$	\$	\$

SECTION 5
EVALUATION AND SUBMITTAL SECTION

The professional services selective process will involve the ranking of Contractor by the appointed GDPM evaluation committee. In no circumstance a proposer shall contact any members of the evaluation committee or any GDPM employee besides the Contact Person specified in this proposal; failure to do so will more than likely result in removal of the proposer from the evaluation process.

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

NO.	FACTOR	MAXIMUM POINTS
1	The PROPOSED COSTS will be evaluated through a careful analysis of respondents pricing based on square footage and ability to perform the work at a minimum cost to GDPM.	50
2	PROVIDE a brief detailed statement of your ability to complete the services listed under scope of service section items 1 – 4	25
3	Organizational Capacity: PROVIDE a brief statement on organizational capacity, Provide a list of employees and subcontractors experience and qualifications, and their ability to perform the work in a timely and professional manner.	15
4	Relevant Experience and Past Performance: PROVIDE a brief statement describing documented experience and performance successfully completing projects a similar type. References – minimum of three (3) references. Include the companies name, address, contact person, phone number and email address.	10
	TOTAL POINTS	100
	Section 3 Contractor/Section 3 Implementation Plan & Strategy	15
	Total with Section 3 Preference	115

CONTRACTOR PROFILE FORM

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

Project Name: _____ Project No. _____

Contractor/Business Name: _____

Business Address: _____

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

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

Our contract is with _____ in the amount of \$ _____
for _____
(identify specific work to be performed)

Will any work be subcontracted out? Yes _____ No _____

If yes, to whom? _____

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

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

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

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

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

Complete chart below or attach schedule of fringe benefits.

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

Benefit funds are deposited into accounts maintained by: _____

Address: _____

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

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

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

Benefit	Amount
Pension	
Medical	
Dental	
Other (Identify)	

Benefit funds are deposited into accounts maintained by: _____

Address: _____

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

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

Caucasian Owned – WBE _____ MBE _____

Owner/Principal Officer Name (Please Print)

Signature

Date

"General Decision Number: OH20240093 01/05/2024

Superseded General Decision Number: OH20230093

State: Ohio

Construction Type: Building

County: Montgomery County in Ohio.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

ASBE0008-010 03/01/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 33.08	20.69

BROH0022-005 06/01/2022

	Rates	Fringes
BRICKLAYER.....	\$ 30.15	16.91

BROH0022-011 07/01/2022

	Rates	Fringes
TILE FINISHER.....	\$ 26.36	9.97

ELEC0082-004 12/05/2022

	Rates	Fringes
ELECTRICIAN.....	\$ 34.25	21.26

ELEV0011-002 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 52.72	37.335+a+b

PAID HOLIDAYS:

a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.

 ENGI0018-034 05/01/2018

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Crane.....	\$ 35.89	15.09

 ENGI0066-045 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Forklift.....	\$ 28.87	19.66
Grader/Blade.....	\$ 32.42	19.66
Mechanic.....	\$ 32.92	19.66

 IRON0044-020 06/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 32.37	23.30

 IRON0290-006 06/01/2023

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....	\$ 32.69	24.05

 LAB01410-005 04/05/2023

	Rates	Fringes
LABORER		
Asbestos Abatement (Removal from Ceilings, Floors, and Walls).....	\$ 30.35	12.65
Mason Tender - Brick.....	\$ 30.95	12.65

 PAIN0249-005 05/01/2023

	Rates	Fringes
PAINTER (Brush and Roller).....	\$ 26.23	12.56

PAIN0387-002 11/01/2022		

	Rates	Fringes
GLAZIER.....	\$ 30.33	17.22

PLUM0050-009 07/03/2023		

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 47.15	24.21

PLUM0162-008 06/01/2022		

	Rates	Fringes
PLUMBER (HVAC Pipe Installation Only).....	\$ 36.47	26.80

ROOF0042-001 08/01/2023		

	Rates	Fringes
ROOFER.....	\$ 32.00	19.00

SFOH0669-009 04/01/2023		

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 43.08	26.91

UAVG-OH-0021 01/01/2019		

	Rates	Fringes
OPERATOR: Oiler.....	\$ 27.56	16.37

UAVG-OH-0025 01/01/2018		

	Rates	Fringes
SHEET METAL WORKER, Excludes		

HVAC Duct and Unit Installation.....	\$ 28.10	23.41

UAVG-OH-0031 01/01/2018		
	Rates	Fringes
BRICKLAYER: TILE SETTER.....	\$ 26.09	12.30

SUOH2012-095 08/29/2014		
	Rates	Fringes
CARPENTER.....	\$ 21.59	5.70
CEMENT MASON/CONCRETE FINISHER...	\$ 26.07	12.34
DRYWALL HANGER AND METAL STUD INSTALLER.....	\$ 21.02	4.21
FORM WORKER.....	\$ 22.41	9.01
LABORER: Common or General.....	\$ 20.87	5.92
LABORER: Mason Tender - Cement/Concrete.....	\$ 22.95	8.60
LABORER: Pipelayer.....	\$ 23.98	8.58
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 33.36	6.13
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 30.26	12.58
OPERATOR: Bulldozer.....	\$ 26.01	4.95
OPERATOR: Loader.....	\$ 29.99	12.80
OPERATOR: Paver (Asphalt, Aggregate, and Concrete).....	\$ 30.28	13.29
OPERATOR: Roller.....	\$ 28.25	12.61
PAINTER: Spray.....	\$ 22.78	12.40
PLUMBER, Excludes HVAC Pipe Installation.....	\$ 26.21	12.51

SHEET METAL WORKER (HVAC Duct and HVAC Unit Installation Only).....	\$ 24.28	10.50
TRUCK DRIVER: Dump (All Types)...	\$ 22.08	11.51

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION"

"General Decision Number: OH20240018 01/05/2024

Superseded General Decision Number: OH20230018

State: Ohio

Construction Type: Residential

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

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on

COURTESY COPY

	that contract in 2024.
--	------------------------

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
0 01/05/2024

ENGI0018-027 05/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR (Bulldozer).....	\$ 37.02	15.20

ENGI0066-026 06/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR Crane.....	\$ 22.08	19.66

LAB00265-004 06/01/2018

	Rates	Fringes
LABORER (Mason Tender-Brick).....	\$ 20.25	16.20

PAIN0707-001 05/01/2019

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

PLAS0109-006 05/01/2018

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

SHEE0033-016 06/01/2023

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 21.62	10.72

SUOH2012-020 07/20/2012

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

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

=====

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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

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

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Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

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

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

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

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

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END OF GENERAL DECISION"

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)

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

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

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

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

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

II. DEFINITIONS:

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

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

MBE Resources available in the community :

Ohio MBE Certification; <http://das.ohio.gov/eod/EODMBEOff.htm>

Equal Opportunity Division
MBE Certification Office
30 E. Broad St., 18th floor
Columbus, Ohio 43215-3414
(614) 466-8380
www.MBE.ohio.gov

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

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

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

Dayton Minority Biz

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

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

WBE resources available in the community:

Ohio WBE Resources:

[http://development.ohio.gov/Entrepreneurship/WomensBusinessResource .htm](http://development.ohio.gov/Entrepreneurship/WomensBusinessResource.htm)

City of Dayton Human Relations Council:

<http://w\V\w.cityofdayton.org/departments/Iu c/Pages/default.aspx>

US SBA WBE Resources:

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

Women's Business Enterprise National Council

<http://www.wbenc.org/Certi fication/>

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 detennining 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 fmn depends on the type of industry.

DBE/SBE resources available:

Ohio Department of Transportation, Division of Conhact Administration (Construction lists DBE-certified conhactors):
[\V\Vw.dot.state.oh.us/CONTRACT/](http://V\Vw.dot.state.oh.us/CONTRACT/)

Small Business Standards:

<http://V\V\w.sba.gov/services/contractingopportunities/sizestandardtopics/index .hhnl>

SBA Certifications:

<http://ww\v.sba.gov/services/contractingoppo 1tunities/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.

EDGEresources available: <http://das.ohjo.gov/eod/Edge/>

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

<http://\V\vw.vetbiz.gov/>

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

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
W\V\v .vetbiz.gov

Mailing Address:

U.S. Deptmtment of Veterans Affair
The Center for Veterans Enterprise (CVE)
810 Vermont Avenue, N. W.
Washington , D.C. 20420

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

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.

GREATER DAYTON PREMIER MANAGEMENT

General Terms and Conditions

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

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

1. **Services:** Contractor agrees to perform and carry out in a prompt, satisfactory, and professional manner all necessary services required to fulfill the obligations as set forth in the Scope of Work provided to Contractor. Additionally, the services, materials, and products provided by Contractor are limited to the services, materials, and products as set forth in the Scope of Work. The contents of the solicitation, Contractor's quotes amount and this Agreement will become contractual obligations if Contractor is awarded the Contract. Failure of Contractor to accept the terms and conditions contained herein may result in termination of this Agreement, may subject Contractor to the liquidated damages provision contained herein and Contractor may be removed from future GDPM contracting opportunities.
2. **Contract Term:**
 - 2.1. This Agreement shall become effective upon the date indicated by GDPM in its acceptance of quote/notification of contract award. If the notification and/or solicitation documents include an option to renew the contract, GDPM may, in its sole discretion, exercise said option(s) upon the expiration of this Agreement. However, at no time, may the term of this Agreement exceed five years.
 - 2.2. All Work will commence upon authorization of GDPM. All Work shall proceed in a timely manner without delays. The Contractor shall perform said Work in accordance to the terms and conditions provided for and agreed upon herein.
3. **Mandatory HUD Terms:** Parties acknowledge and agree that *Form HUD-5370-C General Conditions for Non-Construction Contracts Section I* contains the mandatory terms prescribed by the United States Department of Housing and Urban Development and that said terms are incorporated into this Agreement, attached hereto, and may not be modified or amended. Any term hereinafter, including, without limitation, any provisions contained in Contractor's Solicitation Response and/or any other contract documents, even if signed by GDPM, that conflict with the terms set forth in *Form HUD-5370-C General Conditions for Non-Construction Contracts Section I* is void and unenforceable.
4. **HUD Terms Design Services:** If the Work includes design services, *Form HUD-51915 Model Form of Agreement between Owner and Design Professional* and all provisions, terms, and conditions within are incorporated into this Agreement.
5. **Mandatory Housing Authority Terms:** Parties acknowledge and agree that this Agreement

contains *GDPM's Professional Services Agreement General Terms and Conditions* and contains mandatory terms as set-forth by GDPM and said terms shall not be modified or amended without the express written approval of GDPM's Contracting Officer and without such approval the terms as forth in this Agreement are in full force and effect. Any term(s) hereinafter including, without limitation, any provisions contained in Contractor's Solicitation Response and/or any other contract documents, that conflict with the terms as set forth in this Agreement is void and unenforceable. Any Provision(s) contained within the *GDPM Professional Services Agreement General Terms and Conditions* that is similar to any provision(s) or has the same or similar heading of any provision(s) of *Form HUD-5370-C General Conditions for Non-Construction Contracts Section I* shall be considered supplemental provisions and are binding. Any Conflict in the language is unintentional and the HUD Provision(s) shall be applicable.

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

7. **Compensation and Payment:**

7.1. GDPM will pay Contractor directly at the rate specified in the Contractor's proposal in approximately thirty (30) days of receipt of a properly completed and accepted invoice. If Contractor fails to satisfactorily comply with any term or condition of this

Agreement, GDPM may, in its sole discretion, withhold payments claimed by Contractor for services rendered. No payment will be made for incomplete, inaccurate, or defective work. GDPM shall not pay any fees or payments that are putative in nature and/or are not contemplated in this Agreement, including, without limitation, one-time fees, recurring fees, staging fees, training fees, annual fee increases, early termination fees, late fees and/or additional miscellaneous fees.

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

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

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

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

- 8.1.** Contractor has the right to enter into this Agreement.
- 8.2.** All services, materials and products provided for under this Agreement are provided in accordance with the sound professional standards and the requirements of this Agreement and without any material defect.
- 8.3.** No services or materials provided for by Contractor under this Agreement will infringe upon the intellectual property rights of any third party.
- 8.4.** All services, materials and products provided for hereunder are merchantable and fit for the particular purpose described in this Agreement.
- 8.5.** Contractor has the right and ability to grant the license for any materials and/or products in which title does not pass to GDPM.
- 8.6.** Contractor will observe and abide by all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any license(s), permit(s) or the like required to provide the services and materials under this Agreement.
- 8.7.** Contractor has not entered into any other contracts or employment relationships that restrict the Contractor's ability to perform under this Agreement.
- 8.8.** Contractor warrants that all equipment, mechanical devices, hardware and software or other type of physical machinery ("equipment") fully complies with all governmental and environmental safety standards applicable to such equipment. The Contractor also warrants that the equipment will perform substantially in

accordance with its user manuals, technical materials, and related writings published by the manufacturer with respect to such equipment, and that such equipment will achieve any function described in such writings.

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

- 9. Non-Exclusivity:** This Agreement is a non-exclusive agreement. GDPM specifically reserves the right to contract with other entities for the services described in the Contract Documents or for similar services it deems, in its sole discretion, such action to be GDPM's best interest.

- 10. Indemnity:** Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless GDPM and its officers, employees and agents for any and all claims, damages, lawsuits, costs, judgments, expenses, and any other liabilities including all costs and expenses and fees of litigation that arise directly or indirectly from any acts or omissions related to this Contract performed or omitted by Contractor or its agents, and/or employees and includes, but it not limited to, privacy related claims.

Contractor will also indemnify GDPM and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any copyright, patent, trade secret, or similar intellectual property right based upon GDPM's proper use of any products or supplies under this Contract. This obligation of

indemnification will not apply where GDPM has modified or misused the products or supplies and the claim of infringement is based upon the modification or misuse. GDPM agrees to give Contractor notice of any such claim as soon as reasonably practicable and to give Contractor the authority to settle or otherwise defend any such claim upon consultation with and approval by GDPM's General Counsel. If a successful claim of infringement is made, or if Contractor reasonably believes that an infringement claim that is pending may succeed, Contractor shall take one of the following four actions:

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

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

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

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

~~11. Insurance: SEE REVISION LISTED ON PAGE 10~~

~~11.1.~~ Contractor shall obtain and maintain during the performance of any services under this Agreement the following insurance and the amount of such coverage shall be in an amount to cover all indemnity obligations and shall include, but not necessarily be limited to, the following:

~~11.1.1.~~ Commercial — general — liability insurance, including a contractual liability endorsement, in an amount not less than: \$5,000,000 — each — occurrence; \$10,000,000 — general — aggregate; \$1,000,000 — damage to premises and fire damage; and \$5,000,000 — medical expenses for any one person.

~~11.1.2.~~ Professional liability and/or "errors and omissions" coverage with a limit not less than \$1,000,000.

~~11.1.3. Automobile Liability Insurance with GDPM named as an additional insured with minimum limits as follows: \$2,000,000 combined single limit; \$50,000/\$100,000 for vehicles utilized during the contract when not owned by the Contractor; \$5,000 medical pay.~~

~~11.1.4. Workers' Compensation Insurance as required by state statute and Employer's Liability Insurance covering all of Contractor's employees acting within the course and scope of this Contract.~~

~~11.1.5. Excess Liability Insurance (Umbrella Policy); may compensate for a deficiency in general liability or automobile insurance coverage limits.~~

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

~~11.3. The Insurance shall contain provisions preventing cancellation or non-renewal without at least 45 days' notice to GDPM and stating that the carrier will waive all rights of recovery, under subrogation or otherwise, against GDPM, its office, agents, employees or Board of Commissioners.~~

~~11.4. Contractor shall provide certificates evidencing the coverage required herein to GDPM upon execution of this Agreement and annually, thereafter, evidencing renewals thereof. At any time during the term of this Agreement, GDPM may request, in writing, and the Contractor shall thereupon, within 10 days, supply to GDPM evidence satisfactory of its compliance.~~

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

12.1. In no event shall GDPM be liable for any indirect, incidental, or consequential loss or damage of any kind, including but not necessarily limited to loss of profits or anticipated profits and loss of data, arising from, or in connection with, its use, performance or nonperformance, even if GDPM had been advised, knew or should have known of the possibility of such damages.

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

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

14.1. The Contractor will be liable for the disclosure of any confidential information. The Parties agree that the disclosure of confidential information obtained under this Agreement may cause GDPM and/or its officers and/or employees irreparable damage for which remedies other than injunctive relief may be inadequate, and the Contractor agrees that in the event of such breach, GDPM shall be entitled to temporary and permanent injunctive relief to enforce this provision without the

necessity of proving actual damages. This provision shall not, however, diminish or alter any right to assert claims and/or to recover damages.

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

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

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

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

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

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

19.1. Actual Damages: Contractor is liable to GDPM for all actual and direct damages caused by Contractor's default. In the event

Contractor fails to provide services or material as provided for in the Contract Documents, GDPM may substitute the services and/or material from a third party. GDPM may recover the costs associated with acquiring substitute services and/or materials, less any expense or costs saved by Contractor's default, from Contractor.

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

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

20. Contractor Suspension and Debarment: If Contractor fails to perform any one of its obligations under the Contract Documents it will be in default and GDPM, at its sole discretion, may suspend rather than terminate this Agreement when GDPM believes that doing so would better serve its interest. In case of a suspension, the amount of compensation due to

Contractor will be determined in the same manner as provided for in the Termination provision(s) set forth in *Form HUD-5370-C General Conditions for Non-Construction Contracts Section 1* less any damage to GDPM resulting from Contractor's breach or other default.

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

- 21. Contractor Performance Evaluation and Monitoring:** GDPM, with the cooperation of the Contractor, may complete periodic monitoring and evaluation activities. GDPM may evaluate the Contractor's Performance at any time including without limitation during the term of the contract, prior to exercising an option, and/or after completion of the Contract Work or Contract Term. GDPM will retain the evaluation. The Contractor may request a copy of the completed evaluation(s). If the Contractor wishes to comment or take exception to any rating or remark, the Contractor shall send a response in writing to GDPM within 30 days of Contract Completion and/or Termination. GDPM may use the evaluation(s) in determining the responsibility of the Contractor for award of future contracts. Poor evaluations may lead to a determination that Contractor is not responsible, and therefore ineligible for award of future contracts for a period of not less than one year.

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

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

22. Additional Services/Purchases by Other Public Agencies ("Piggy-Back"):

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

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

- 24. Governing Law:** This Agreement shall be governed and construed exclusively by its terms

and by the laws of the State of Ohio, and the venue for any disputes will be exclusively with the court of appropriate jurisdiction in Montgomery County, Ohio.

- 25. Federal Requirements:** The Work to be performed under this Agreement will be paid for in part by federal funds and therefore is subject to federal statutes, rules, regulations, laws, orders and directives applicable to work paid for by federal funds. In the event an applicable federal requirement conflicts with any provision of the Contract Documents, the federal requirement shall prevail and take precedence over and against such conflicting provisions. Federal requirements may include, but is not limited to:

- 25.1.** Any applicable federal Drug-Free Workplace requirements,
- 25.2.** Executive Order 11061, as amended which directs the Secretary of HUD to take all action necessary and appropriate to prevent discrimination by agencies that utilize federal funds;
- 25.3.** The Civil Rights Act of 1964; as amended
- 25.4.** The Age Discrimination Act of 1975, as amended;
- 25.5.** Anti-Drug Abuse Act of 1988, as amended;
- 25.6.** HUD Bulletin 909-23.
- 25.7.** The American with Disabilities Act, as amended;
- 25.8.** The Byrd-Anti-lobbying Act Amendment (31 U.S.C. 1352), as amended;
- 25.9.** Section 3 of the Housing and Urban Development Act of 1968, as amended (24 CFR Part 135);
- 25.10.** For prime construction contracts in excess of \$2,000, the Davis Bacon Act (40 U.S.C. 3141-3148), as amended and 29 CFR Part 5; and
- 25.11.** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution control Act (33 U.S.C. 1251-1387), as amended.

- 26. State Requirements:** GDPM is an Ohio Political Subdivision and is subject to certain state

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

- 27. Force Majeure:** Neither party shall be liable for failure to perform if such failure is caused by conditions beyond its control including, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections, and delays in delivery of materials. In the event a Force Majeure occurs, the party injured by the other's inability to perform may suspend the Agreement, in whole or in part, for the duration of the Force Majeure events. The party experiencing the Force Majeure event shall cooperate with and assist the injured party in all reasonable ways to minimize the impact of the Force Majeure on the injured party, which may include locating and arranging substitute services if necessary. .

- 28. Severability:** If any provision of this Agreement is determined by a court having appropriate jurisdiction to be unenforceable to any extent, the rest of the provisions of this Agreement and the Contract Documents will remain enforceable to the fullest extent permitted by law.

- 29. Ownership and Use of Documents:** All documents, materials, data, and records generated as a result of this Agreement shall remain the property of GDPM. If this Agreement results in any material to be copyrighted, the author may copyright the work. However, GDPM and the United States Department of Housing and Urban Development will have the right to a royalty free, nonexclusive and irrevocable license to reproduce, publish, use and authorize others to use the work for government purposes.

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

30.1. Applicable Federal and State of Ohio statutes and regulations including the mandatory contract provisions set forth in 2 CFR Part 200, Appendix II;

30.2. If applicable, Form HUD-51915 Model Agreement between Owner and Design Professional;

30.3. Form HUD-5370-C General Conditions for Non-Construction Contracts

30.4. This Agreement

30.5. Related GDPM purchase orders, GDPM notice of contract commencement/award and accompanying contract supplemental terms

30.6. The Contractor's Fee Submission and/or Best and Final Offer

30.7. Contractor's Proposal subject to any limitations set forth in this Agreement

30.8. Contractor form of Agreement, if applicable

30.9. Other Documents incorporated by reference (if applicable)

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

terms and conditions are submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, boilerplate agreements, literature, price lists or warranties, it is understood and agreed the general terms and conditions in this Agreement are the only conditions applicable to this proposal and the Proposer's authorized signature affixed to the proposal attests to this. If Contractor, in the ordinary course of its business, requires any type of or form of agreement that provides for Contractor's general terms and conditions and such term(s) and condition(s) are contrary to or conflict with any term(s) or conditions(s) provided for herein, Parties unequivocally acknowledge and agree that the term(s) and condition(s) provided for herein shall take precedence and prevail including, but not limited to, instances when 1) the Contractor's form of agreement is signed subsequent to Contractor's Proposal submission and/or 2) the Contractor's form of agreement expressly states that its terms and provisions take precedence and/or supersedes all other Contract Documents. Such terms and conditions will effectively be void and unenforceable. Although, such terms and conditions may remain in Contractor's form of agreement, Parties acknowledge and agree that said terms and conditions have no effect, are void and are hereby expressly rejected.

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

Greater Dayton Premier Management (GDPM) Insurance Requirements

Insurance

a) Property Insurance

Contractor shall be responsible for procuring insurance coverage on **GDPM's** property to extent deemed necessary by Contractor to protect its interests. **Contractor** waives any and all rights of subrogation against **Client** for any loss or damage to **Contractor's** property.

b) Liability Insurance

At **Contractor's** sole expense, **Contractor** shall obtain and maintain at all times during the term of this contract, including any renewals thereof, the following insurance coverage with limits of liability not less than Two Million Dollars (\$2,000,000) per occurrence:

- Commercial General Liability including
 - * Independent Contractors
 - * Contractual Liability including defense
 - * Products & Completed Operations
 - * Ohio Stop Gap - \$500,000 minimum sublimit
 - * Fire / Water Legal Liability - Real Property

Client's insurance coverage shall be provided on an "occurrence" policy form basis with an insurance company authorized to operate in the State of Ohio and having an A.M. Best's Rating of not less than A-:VI unless expressly approved in writing by **Client**. Said insurance policies shall be endorsed to include **Client**, its employees, officials, etc. as additional insured without any cross liability exclusion for **Client's** interests.

Contractor agrees that if 50% of any aggregate policy limits are exhausted by either paid or reserved claims, **Contractor** will purchase additional insurance to at least replenish the aggregate limit(s).

c) Workers Compensation Insurance

Contractor shall obtain and maintain at all times during the term of this agreement, including any renewals thereof, Workers Compensation insurance in compliance with State of Ohio law.

d) Evidence of Coverage

Contractor shall provide **GDPM** with evidence of insurance coverage via certificates of insurance and if

requested by Client, complete copies of said policies (redacting any proprietary or confidential information) including any amendments or modifications of said policies during the term of this agreement.

e) Notice of Cancellation or Material Change

Contractor shall cause its insurance carrier to provide **GDPM** thirty (30) day notice of cancellation or material change in coverage and agrees to provide a copy of carrier notices of change in policy conditions as soon as **Contractor** receives from its carrier.

f) Acknowledgement

Contractor agrees and acknowledges these insurance requirements are the minimum the **GDPM** desires to protect **GDPM's** interests and that the insurance requirements are in no way represented as fully protecting the interests of the **Contractor**.

Is your Request for Proposal Packet Complete?



Are the following forms completed and in our Bid Packet?

1. **Professional Services Cover Sheet** – *must be completed & signed*
2. **Scope of Work Description**– *must be reviewed*
3. **Bid Form (1 sheets)**– *must be completed*
4. **Contractor Profile Form** – *must be completed*
5. **Check Debarred Contractor list** – *must printed and returned with quote*
6. **List of Subcontractors** – *must be completed*
7. **Vendor Registration** – *must be completed, verify registration with procurement*
8. **Section 3 Application** – *must be completed*
9. **Non-Collusive Affidavit** – *must be completed*
10. **GDPM General Terms and Conditions for Constructions Services** –*JOBS MAY BE SUBJECT TO PREVAILING WAGE! All GDPM General Terms and Conditions are Located here: [http://www.dmha.org/RAD/planning- development-contract-documents.html](http://www.dmha.org/RAD/planning-development-contract-documents.html)*
11. **Certificate of Insurance** – *must be submitted*