

**DAYTON METROPOLITAN HOUSING AUTHORITY dba
Greater Dayton Premier Management**
400 WAYNE AVENUE, P O BOX 8750 DAYTON, OHIO 45401-8750
PHONE: 937-910-7613

QUOTATION REQUEST

THIS IS NOT AN ORDER

RFQ: # 11-111

Date: October 31st, 2011

Prospective Bidders:

Please quote us your best price on the items enumerated below. Your quotation, to be accepted, must reach us by **November 10th at 12:00 pm** with the following attachments: **Quotation Request, Section 3 Forms, and MBE Participation**. We are exempt from both Federal Excise and Ohio Sales Tax.

Return one signed copy to DMHA, Procurement Department, 400 Wayne Avenue, P O Box 8750, Dayton, Ohio 45401-8750, and retain one copy for your files.

Todd J Daniel

Buyer

DESCRIPTION

DMHA is requesting quotes for a Quarterly, annual and Lay-Up checks on various boilers throughout DMHA. Please see attached scope. Contractor will supply all material, tools and labor for this RFQ.

Any suspected discrepancies should be brought to the attention of DMHA prior to submitting a proposal. Any specification or scope related questions or to view jobsite should be brought to the attention of each assigned contact, see attachment. Contacts can be reached Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. **Please fill out a quote form for each site.**

Please fax quotations to Todd Daniel at 937-910-7628 or email to tdaniel@dmha.org by 12:00pm. on or before the day outlined above. No bid opening will be conducted.

DMHA will award the contract on the best bid received, but reserves the right to waive any informalities in the bidding. This includes past performance, references and other factors.

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

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

Please reference the attached Detailed Specification, General Conditions for Non-Construction Contracts, and mandatory contract clauses for Table 5.1, Section 3 Forms, MBE Participation.

If favored with an order, we agree to furnish the items enumerated above at the prices under the conditions indicated.

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

Date: _____ Signed: _____ Title: _____

Boilers – Quarterly, Annual and Lay-up Check

- 1 – This mechanical contractor shall be qualified and licensed to perform such work as described within on a regular basis.
- 2 – This contractor shall visit the site(s), familiarize with and verify all existing conditions in order to successfully bid and complete the boiler work in a timely and professional manner.
- 3 – This contractor shall verify all work areas to be addressed, compile his or her own bill of material and gather all measurements required to successfully complete the project.
- 4 – This contractor shall verify and abide by all local, state and national codes that may affect this project. This contractor shall obtain all required permits necessary. All costs associated with permitting shall be included within the submitted bid as accepted.
- 4 – This contractor is responsible for all labor, supplies and materials to properly work this project through completion. Coordination shall be with the 'on-site' Maintenance Supervisor or Manager and his or her direction. The Maintenance Supervisor or Asset Manager is responsible for the final 'acceptance' of this described work.
- 5 – All work shall be performed in a professional manner, per acceptable industry standards and practices. Products shall be cared for and applied in accordance with the respective manufacturers' recommendations and documentation.
- 6 – Any surrounding surfaces inadvertently damaged during this work shall be brought to the attention of the Maintenance Supervisor or Manager and repaired by this contractor at their expense. All repair work shall be approved and accepted by the Maintenance Manager.
- 7 – This contractor shall remove all removed parts, debris and such from the premises. Proper and lawful disposal of all removed items is required.
- 8- Work shall be for the Quarterly inspection and Annual Service Check and Lay-up "start-up" for the forthcoming heating season as follows –
 - a. Check boiler area to clean and free of combustible materials, gasoline, and other flammable vapors and liquids.
 - b. Check for and remove any obstructions to the combustion and ventilation air flow to the boiler.
 - c. Check the breeching and chimney or vent for obstructions, damage, etc. Repair or replace as required.

Boilers –Quarterly, Annual and Lay-up Check

(Continued)

- d. Clean boiler flue ways.
- e. Service the low water cutoff, relief valve and gauge glass, as they may apply.
Check and calibrate all safety and operating controls
- f. Check all boiler and all associated piping for leaks. Repair as required.
- g. Inspect the burner and adjust as required –
 - I. inspect and or change nozzle
 - II. check ignition electrode settings
 - III. clean blower housing and wheel
 - IV. assure blower wheel turns freely
 - V. oil burner motor as required
 - VI. clean air holes
 - VII. clean or change the fuel filter and strainer
- h. Assure boiler is filled to correct water level
- i. Start unit and verify combustion settings with test equipment
- j. Verify operation of all controls on the boiler system.
- k. Replace any damaged and deteriorated gaskets.
- l. Clean and check all fuel valves, supply valves, gauges and thermometers.
- m. Clean and/or replace any faulty operating limit controls.
- n. Check re-circulating pumps for proper operation
- o. Check water treatment as required
- p. Verify boiler doors and access panels are secured
- q. Verify positive and free flow of the condensate drain system
- r. Check and service expansion tanks
- s. Check feed water system and document
- t. Make recommendation of any repairs

10 – The existing boiler systems to be serviced under this request vary in vintage, design, size, configurations and such. The quarterly inspection and annual servicing includes all hot water and heating boilers. Not all of the above items will apply to all installations. This contractor shall, when complete, assure and document a safe and reliable boiler plant for the associated site. This contractor shall verify suggested 'service points' with each appropriate manufacturer, model and design as needed to deliver a safe and reliable level of work.

11 – Upon completion of the work this contractor shall furnish a list of the items checked on each boiler and the work performed, documented on their letterhead. The Service Company shall provide GDPM with copies of the service and repair records. The Service Company shall keep the maintenance records (checklists) and provide to the owner in a binder and electronically on a quarterly and annual basis. Reports & summaries shall be kept electronically and transmitted to Maintenance coordinator Robert Lee, Site Maintenance Supervisor and asset manager.

12-Quarterly and annual services on the boiler shall be provided by the Service Company on the boiler and all associated equipment that is related to the boiler operation. Hours for routine maintenance and service shall be between 8:00 am and 5:00 pm Monday through Friday (No Holidays). Maintenance shall be performed in accordance with manufacturers recommended procedures and applicable industry standards. Service Company shall prepare a master binder of the various service manuals for the boiler operation. One binder shall be located in the equipment room.

13 –Before the servicing of any boilers all monthly and annual checklist must submitted for approval to ensure the requested service will be provided. All work to be performed per UL, FM and IRI insurance companies and boiler inspecting authorities.

14-The Service Company shall be an established HVAC maintenance and service company in business for more than seven (7) years. Service Company shall have a minimum of five (5) similar service contracts and no fewer than five (5) full time employees engaged in maintenance and repair services. Current resumes' of service technicians proposed for work on this contract shall be submitted with the firm's proposal.

15-GDPM may cancel this agreement for convenience by providing written notice to the vendor.



ENHANCING NEIGHBORHOODS
STRENGTHENING COMMUNITIES
CHANGING LIVES

Wentworth Chiller and Hot Water Tanks

Labor & materials to do a full maintenance inspection combustion test and tune up to two Bryan flex boiler, and one, McLain Gold boiler, a full maintenance and a inspection on a Carrier chiller, that will include changeover of all vales from summer to winter.

The following will included: Chiller

- . Inspect and clean around chiller.
- . Test and inspect all controls and safeties.
- .Test and inspect the compressors all.
- . Check refrigerant charge in system.
- . Start, and run and test system.
- . Check, test and maintenance all chilled water pumps.
- . Check each floor for proper running temps.
- . Check all gauge to make sure there in proper working order

The following will include hot water tanks.

- . Check for water leaks.
- . Check for proper water temps.
- . Check temp. Gauge to make sure there in working order.

Grand Hi-Rise and Park Manor Chiller

The following will be included:

- . Inspect and clean around chiller.
- . Test and inspect all controls and safeties.
- . Test and inspect the compressors all.
- . Check refrigerant charge in system.
- . Start, and run and test system.
- . Check, test and maintenance all chilled water pumps.
- . Check each floor for proper running temps.
- . Check all gauge to make sure there in proper working order

Boiler Locations for Quarterly and Annual Boiler Service Maintenance

Each location must be visited by contractor and contractor must verify with maintenance supervisor before quoting.

Contractor must sign and date bottom of this form verifying that company representative visited each location. Site maintenance supervisor or manager must also sign for verification.

1. Park Manor Hi-Rise and all related buildings :

Contacts Charles Stargell, Maintenance Supervisor 937-875-0026

Erika Green, Property Manager 937-222-8830

- A. 220 Park Manor Drive, Dayton Ohio 45410- 2 Bryant Flex-2 Domestic Hot Water Boilers
- B. 212 Park Manor Drive, Building 1- 2 Weil Mclain
- C. 208 Park Manor Drive, Building 2- 2 Weil Mclain
- D. 203 Park Manor Drive, Building 3- 2 Weil Mclain
- E. 213 Park Manor Drive, Building 4- 3 Weil Mclain
- F. 305 Park Manor Drive, Building 5- 3 Weil Mclain
- G. 315 Park Manor Drive, Building 6- 3 Weil Mclain
- H. 327 Park Manor Drive, Building 7-1 Weil Mclain
- I. 318 Park Manor Drive, Building 8-2 Weil Mclain

2. Grand Hi Rise and all related buildings:

Contacts: Jeff Matson, Maintenance Supervisor, 937-414-7275

Rhonda Lee, Property Manager, 937-875-1697

- A. 465 Grand Ave, Grand Hi Rise, Dayton Ohio 45405-2 Boilers-2 Hot Water Boilers-1 Chiller (see separate scope for chiller)
- B. 50 Central Ave, Metropolitan Hi Rise, Dayton Ohio 45406-2 Boilers-1 Hot Water boiler

- C. 714 Plymouth Ave, Hallmark Hi-Rise, Dayton Ohio 45406-2 Boilers-2 Hot Water Boilers
- D. 59 Central Ave, Meridian Hi-Rise, Dayton Ohio 45406-2 Boilers-2 Hot water Boilers

3. Wilkinson Hi-Rise and all related buildings

Contacts: Fred Pitts, Maintenance Supervisor, 937-414-7396
Kevan Beamon, Property Manager, 937-222-4210

- A. 126 West Fifth Street, Wilkinson Hi-Rise Dayton Ohio 45402-2 Boilers
- B. 532 Telford Ave, Dayton Ohio 45419- 1 Boiler

4. Wentworth Hi-Rise and all related buildings

Contacts: Doug Dyke, Maintenance Supervisor, 937-414-7396
Ida Lander, Property Manager, 937-222-4415

- A. 2765 Wentworth Ave, Wentworth Hi-Rise, Dayton Ohio 45406- 2 Boilers, 2 Hot water Boilers and Chiller. (see separate scope for Chiller)
- B. 3918 Lori Sue Ave, Dayton Ohio, 45406-1 Boiler

5. Wilmington Hi-Rise and all related buildings

Contacts: Robert Lee, Maintenance Supervisor, 937-414-7465
Gary Hayden, Property Manager, 937-222-2380

- A. 958 Wilmington Ave, Dayton Ohio 45420- 2 Boilers- 4 Hot Water Boilers

6. Desoto Bass and all related buildings:

811 Oldfield Ave, Dayton Ohio 45408

Contacts: Robert Lee, Maintenance Supervisor, 937-414-7465

Gary Hayden, Property Manager, 937-222-2380

B. 811 Oldfield, Dayton Ohio 45410- 1 Boiler

C. 904 Wilberforce, Dayton Ohio 45410- 1 Boiler

D. 631 Groveland, Dayton Ohio 45407-1 Boiler

E. 1509 Smithville, Dayton Ohio 45410-2 Boilers

F. 958 Wilmington Ave, Dayton Ohio 45420- 2 Boilers- 4 Hot Water Boilers

Company Name _____

Representative Name _____

I, _____ visited each property location and viewed equipment in relation to this RFQ.

Signature _____

Date _____

Site Maintenance Supervisor/Manager _____

Date _____

Quote Form

Dayton Metropolitan Housing Authority dba Greater Dayton Premier Management
400 Wayne Avenue
Dayton, Ohio 45410-1106
Phone: 937- 910-7500 Fax: 937- 910-7628

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

Quarterly and annual Boiler Service Maintenance Contract
For
Various GDPM Properties

In
Dayton, Ohio

As prepared by GDPM, 400 Wayne Avenue, Dayton, Ohio 45410, Phone: 937-910-7500, Fax: 937-910-7628, and having inspected the premises and all conditions affecting the work, the undersigned proposes to furnish all materials and perform all labor necessary for the performance and completion of the work indicated below, all in compliance with the documents named above, and further agrees that each separate item of trade or employment further agrees that, if any or all of said Quotes are accepted, he will enter into a Contract according to the form required by the Owner for the faithful performance of the labor and the furnishing of all materials included in such Quote or Quotes so accepted.

Submitted by: _____
Contracting Firm

Property/Site
Quoted _____

Base Quote – Quarterly and Annual Boiler Service Maintenance Contract for GDPM- .

BASE QUOTE TOTALS:

	Figures	Words
Annual Boiler Service	\$ _____	\$ _____
(Annual Boiler Service, Quote 1 Annual Service, 1 each Evaluation & Report)		
Quarterly Service Contract	\$ _____	\$ _____
(Quarterly Boiler Service, Quote 3 Quarterly Service, 3 each Evaluation & Report)		
TOTAL	\$ _____	\$ _____
(Base Quote Add Quarterly & Annual Boiler Service)		

COST BREAKDOWNS:

	Figures	Words
First Year Base Quote (11/18/11 – 11/18/12)	\$ _____	\$ _____
Second Year Base Quote (11/18/12 – 11/18/13)	\$ _____	\$ _____
Third Year Base Quote (11/18/13-11/18/14)	\$ _____	\$ _____
TOTAL	\$ _____	\$ _____

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

<u>Year</u>	<u>Straight Time Rate</u>	<u>Overtime Rate - bill @ time and 1/2</u>
One Year Contract	\$ _____ per hour	\$ _____ per hour
Optional Additional Years		
Year 2	\$ _____ per hour	\$ _____ per hour
Year 3	\$ _____ per hour	\$ _____ per hour

GDPM – QUARTERLY AND ANNUAL BOILER SERVICE MAINTENANCE CONTRACT

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

Quoter _____

Address _____

Representative _____ Phone _____

Service Manager _____ Phone _____

E-mail _____ Fax _____

If the Contractor is entering into a partnership or joint venture to perform the work under this contract, provide the following information for the partnering firm:

Company Name _____

Address _____

Representative _____ Phone _____

E-mail _____ Fax _____

Acknowledgement of Addenda Received:

Addendum 1	Date:
Addendum 2	Date:
Addendum 3	Date:

Quoter's Signature _____

Typed Name _____

Title _____

Note: The Quoter will sign his Quote on the line indicated above; if a corporation is Quoting, name will be signed followed by the signature and the official title of the chief operating officer and president by signing their names.

Quoter's Certification

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

1. The undersigned, having carefully read and examined the “Notice to Bidders”, “Instructions to Bidders”, “General Conditions”, “General Requirements”, “Specifications”, and any addendum for: **Quarterly and Annual Boiler Service Contract for GDPM-** as prepared by **GDPM**, 400 Wayne Avenue, Dayton, OH 45410, 937-910-7500 and having inspected the premises (see attachment 1A) and all conditions affecting the work, the undersigned proposes to furnish all materials and perform all labor necessary for the performance and completion of the work indicated below, all in compliance with the documents named above, and further agrees that each separate item or trade or employment entered in this Proposal shall be considered as a separate Quote for that kind of work. The undersigned further agrees that, if any or all of said Quotes are accepted, he will enter into a Contract according to the form required by the Owner for the faithful performance of the labor and the furnishing of all materials included in such Quote or Quotes so accepted.
2. In submitting this Quote it is understood that the GDPM reserves the right to reject any and all Quotes. It is agreed that this Quote may not be withdrawn for a period of sixty (60) days subsequent to the opening of Quotes without the GDPM.
3. Attached hereto is an affidavit in proof that the undersigned has not entered into collusion with any person in respect to this Quote or any other Quote or the submitting of Quotes for the contract for which this Quote is submitted. Also attached is a statement of Contractor's qualifications.
4. Quoter hereby agrees to comply with all City, State and Federal Statutes relating to Liability Insurance, Working Hour, Safety and Sanitary Regulations. Quoter further agrees that their Quote amount includes all fees for permits, taxes, and insurance required or applicable to the work.
5. The Quoter will sign his Quote on the line indicated above; if it will be a partnership the firm name will be signed, followed by the signature of the partner signing, his own name to be signed on the line beginning with the work “By”; if a corporation, name will be signed followed by the signature and the official title of the officer signing name
6. The Quoter has read and fully understands the Contract Documents and agrees to comply with all requirements of the Contract Documents, regardless of whether the Quoter has actual knowledge of the requirements and regardless of any statement or omission made by the Quoter which might indicate a contrary intention.

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

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

Quoter's Name: _____

GDPM – QUARTERLY AND ANNUAL BOILER SERVICE MAINTENANCE CONTRACT

Authorized Signature: _____

Print name: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: _____

E-Mail: _____

Facsimile Number: _____

Where incorporated: _____

Federal Identification Number: _____

Dunn and Bradstreet Number: _____

Contact Person for Contract processing: _____
(Please print)

Additional Signature for Joint Venture:

Quoter's Name: _____

Authorized Signature: _____

Print name: _____

Title: _____

Company Name: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

E-Mail: _____

GDPM – QUARTERLY AND ANNUAL BOILER SERVICE MAINTENANCE CONTRACT

Where incorporated: _____

Federal Identification Number: _____

Dunn and Bradstreet Number: _____

Contact Person for Contract processing: _____
(Please print)



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



Section 3 Business Concern Application

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

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

NAME OF BUSINESS: _____

ADDRESS OF BUSINESSES: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

PAGER NUMBER: _____ CELLULAR NUMBER: _____

EMAIL ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

1. TYPE OF BUSINESS (Check Applicable Status)

- Corporation Partnership Sole Proprietorship Joint Venture

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

2. CHECK AND ATTACH ALL THAT APPLY

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

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

- I am an individual, sole proprietorship, partnership, corporation or joint venture NOT claiming a Section 3 preference (please check Section 3 resident/business definitions and income guidelines*** at the end of this document prior to selecting this option).
 - Prime Contractor submit: Form sec3-001b, List of Current (pre-bid) Employees
 - Prime Contractor submit: Form sec3-001e, Section 3 Strategy Commitment and Compliance Assessment

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

- (1) An individual, sole proprietorship, partnership, corporation or joint venture that has a 51% ownership by a Section 3 qualified individual (see guidelines on the page 3).
 - Prime Contractor submit: Form sec3-001a, Section 3 Business Concern Application (this form) and all required supporting documentation.
 - Prime Contractor submit: Form sec3-001b, Section 3 Employee List
 - For the Owner claiming 51% or more Ownership submit: Form sec3-002a, Section 3 Resident Preference Claim Form and all required supporting documentation (to be completed for each section 3 resident claimed in meeting the 30% threshold)
 - For the Owner claiming 51% or more Ownership submit: Form sec3-002b, Section 3 Resident or Employee Household Income Certification (to be completed for each section 3 resident claimed in meeting the 30% threshold)

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

Prime Contractor submit: Form sec3-001a, Section 3 Business Concern Application (this form) and all required supporting documentation.

Prime Contractor submit: Form sec3-001b, Section 3 Business Employee List and all required supporting documentation

Prime Contractor submit: Form sec3-001c, Section 3 Business Contractor or Subcontractor Payroll Report Complete for each F/T employee who has been employed at least one month. (this includes all employees of the company)

For each Section 3 Employee submit: Form sec3-002a, Section 3 Resident Preference Claim Form and all required supporting documentation (to be completed for each section 3 resident claimed in meeting the 30% threshold)

For each Section 3 Employee submit: Form sec3-002b, Section 3 Resident or Employee Household Income Certification (to be completed for each section 3 resident claimed in meeting the 30% threshold)

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

Prime Contractor submit: Form sec3-001a, Section 3 Business Concern Application (this form) and all required supporting documentation completed by the prime contractor

Prime Contractor submit: Form sec3-001b, Section 3 Employee List and all required supporting documentation completed by the prime contractor

Prime Contractor submit: Form sec3-001d, Section 3 Contractor or Subcontractor Report (this list must demonstrate that 25% of the total dollar award of all subcontracts to be awarded to Section 3 business concerns).

For each Section 3 Subcontract submit: Form sec3-001a, Section 3 Business Concern Application and all required supporting documentation for each individual, sole proprietorship, partnership, corporation or joint venture claimed on the subcontractor list.

For each Section 3 Subcontract submit: Form sec3-002a, Section 3 Resident Preference Claim Form and all required supporting documentation (to be completed for each section 3 owner/employee claiming Section 3 resident status as a subcontractor)

For each Section 3 Subcontract submit: Form sec3-002b, Section 3 Resident or Employee Household Income Certification (to be completed for each section 3 owner/employee claiming Section 3 resident status as a subcontractor)

For each Section 3 Subcontract submit: Form sec3-001b, Section 3 Business Employee List and all required supporting documentation completed by each subcontractor

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

CORPORATE SEAL

PRINT NAME: _____

SIGNATURE: _____ DATE: _____

TITLE: _____

FOR OFFICE USE ONLY:

Date Received: _____ Initial Application Reviewed by: _____

Final Application Reviewed by: _____ Approval Status: Approved Denied

Why Certify as a Section 3 Business:

1) Receive preference during the bidding/proposal process

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

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

3) Boost your business growth and service/product output

Individuals who qualify as Section 3 residents:

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

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

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

What defines a person of low and very low income?

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

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

CHART 1

# IN HOUSEHOLD	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
Very Low-Income	\$21,500	\$24,550	\$27,650	\$30,700	\$33,150	\$35,600	\$38,050	\$40,500
Low-Income	\$34,400	\$39,300	\$44,200	\$49,100	\$53,050	\$57,000	\$60,900	\$64,850

*2010 Median Family Income for Ohio: \$61,400 (www.huduser.org)

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

CHART 2

# IN HOUSEHOLD	1 PERSON	2 PERSONS	3 PERSONS	4 PERSONS	5 PERSONS	6 PERSONS	7 PERSONS	8 PERSONS
VERY LOW-INCOME	\$10.34	\$11.80	\$13.29	\$14.76	\$15.93	\$17.11	\$18.29	\$19.47
LOW-INCOME	\$16.53	\$18.89	\$21.25	\$23.61	\$25.50	\$27.40	\$29.29	\$31.18

*Note: Hourly rates were calculated by dividing each of the salaries in Chart 1 by the total number of work hours in a year (i.e. \$61,400/2,080 = \$29.52)

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

A Section 3 Business Concern is a business concern:

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

- Be responsible for a clearly defined portion of the work to be performed and hold management responsibilities; and
- Perform at least 25 percent of the work and is contractually entitled to compensation proportionate to its work.

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

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

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

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

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

II. DEFINITIONS:

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

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

MBE Resources available in the community:

Ohio MBE Certification;

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

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

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

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

Dayton Minority Biz

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

South Central Ohio Minority Supplier Development Council

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

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

WBE resources available in the community:

Ohio WBE Resources:

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

City of Dayton Human Relations Council:

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

US SBA WBE Resources:

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

Women's Business Enterprise National Council

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

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

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

DBE and SBE resources available:

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

Small Business Standards:

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

SBA Certifications:

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

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

EDGE resources available:

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

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

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

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

You may also contact VetBiz through the following methods:

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

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

LIST OF PROPOSED MINORITY BUSINESS SUBCONTRACTORS AND SUPPLIERS

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

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

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

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

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

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

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

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

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

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

STATEMENT OF QUOTER'S QUALIFICATIONS

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

1. Name of Bidder:
2. Business Address:
3. Business Telephone/ Fax Numbers:
4. Year the business was established:
5. State in which you are incorporated:
6. Credit available for this contract \$
7. Contracts now on hand, gross amount \$
8. How many years have you been engaged in the contracting business under your present firm or trading name?
9. Type of organization (corporation, partnership, proprietorship, company, d.b.a.)
10. Have you ever refused to sign a contract for the amount of your original bid?
11. Have you ever defaulted on a contract?
12. Have you, within the past five (5) years, completed a minimum of ten (10) projects of similar scope and complexity?
13. **On an attached sheet,** please submit a list of these projects including the contract price, description of work, location and telephone number of contact person to verify work performance.
14. Name and Telephone Number of bonding company:
Contact person at bonding company:
15. Will you upon request furnish any other information that the Dayton Metropolitan Housing Authority dba Greater Dayton Premier Management may require?
16. The undersigned hereby authorizes and requests any person to furnish any information requested by the Dayton Metropolitan Housing Authority dba Greater Dayton Premier Management in verification of the recitals comprising this Statement of Bidder's Qualifications
17. **Remarks:**

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work) Office of Labor Relations

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

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

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

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

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

1. Minimum Wages

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

2. Withholding of funds

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

3. Records

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

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - ⓪ A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

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

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

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).

ⓐ A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the

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

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

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

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2

MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to 24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

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

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials, and documents discovered or produced by Contractor pursuant to the terms of this Contract, including, but not limited to, reports, memoranda or letters concerning the research and reporting tasks of the Contract.

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

Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

Termination for Cause and for Convenience (contracts of \$10,000 or more).

(a) The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b) If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.