

GLEAMNS HUMAN RESOURCES COMMISSION

February 27, 2018

REQUEST FOR SEALED PROPOSALS

PLAYGROUND REFURBISHING WITH POURED RUBBER AND SHADE AT GLEAMNS RIKARD HEAD START CENTER

COUNTIES SERVED

Abbeville
Anderson
Edgefield
Fairfield
Greenwood
Laurens
Lexington
McCormick
Newberry
Oconee
Pickens
Richland
Saluda

SOLICITATION NUMBER: P02-97-18

TYPE OF CONTRACT: FIRM-FIXED PRICE

PROPOSAL DUE DATE & TIME: 4:00PM, March 20, 2018

PROPOSALS RECEIVED AFTER THIS DUE DATE AND TIME WILL NOT BE ACCEPTED. NO PROPOSALS WILL BE ACCEPTED VIA FAX OR EMAIL.

ON March 20, 2018 @ 4:00PM, ONLY BUSINESSES' NAMES WILL BE ACKNOWLEDGED TO SHOW RECEIPT OF THEIR PROPOSALS. NO PROPOSALS WILL BE OPENED AT THAT TIME

NUMBER OF COPIES TO SUBMIT: ONE (1)

SUBMIT YOUR SEALED PROPOSALS TO:

GLEAMNS HUMAN RESOURCES COMMISSION
ATTN: PURCHASING

Mailing Address

P O BOX 1326
GREENWOOD SC 29648

OR

Hand Delivery/Express Mail Address

237 N HOSPITAL ST
GREENWOOD SC 29646

MARK PROPOSALS WITH 'SOLICITATION NUMBER: P02-97-18'

FOR QUESTIONS TO THIS SOLICITATION, CONTACT SHERRY O'DELL
@ sodell@gleamnshrc.org OR 864/229-8869

SITE CONTACTS ARE LYNN WILLIAMS (lwilliams@gleamnshrc.org) OR
CHRISTOPHER FELDER (cfelder@gleamnshrc.org).
TELEPHONE NUMBER 803/364-0406

Executive Offices

237 North Hospital Street, Greenwood, SC 29646 • PO Box 1326, Greenwood, SC 29648
(864) 223-8434 • Fax (864) 223-9456
www.gleamnshrc.org

GENERAL INFORMATION

GLEAMNS Human Resources Commission, a public, non-profit, community action agency, heretofore known as Agency, invites you to submit a sealed proposal in accordance with the requirements of this solicitation as follows:

This request for proposals does not commit the Agency to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for the activities, goods or services described. The Agency reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified Offeror, to vary the provisions of a request at any time prior to the execution of the contract, or to cancel in part or in whole this request, if it is in the best interest of the Agency. Proposals will not be reviewed if they are late. The proposals will be reviewed solely on the material they contain. No modifications, additions, or substitutions to any proposals will be accepted from offertory after the closing date and time.

The Agency reserves the right to select such offer or which it deems appropriate and is not bound to accept any proposal based on price alone, further reserving the right to reject any or all proposals if it is deemed to be in the Agency's best interest.

Questions concerning the Request for Proposals will be accepted until the specified closing date/time and should be addressed as specified in this solicitation.

Small, minority, and women owned businesses are encouraged to submit proposals, with due consideration given to all offertory.

All offertory are to submit (1) ORIGINAL proposal.

The Agency may require selected offertory to participate in cost negotiations, technical revisions or other revisions to their proposals prior to contract finalization.

The offer, solicitation or acceptance of gratuities or compensation, intended to influence the Offeror selection process is expressly prohibited.

The Agency reserves the right to disqualify (with reason) a Offeror from the qualified Offeror's list.

All Offerors will be notified as to the acceptance or rejection of their offer in writing.

The Agency reserves the right to seek appropriate administrative, contractual, or legal remedies in instances in which Offerors violate or breach contract terms.

Provisions for termination of the contract by the Agency or the recipient, and the basis of the settlement in cases of default, or because of circumstances beyond the control of the Offeror shall be clearly defined.

COPELAND "ANTI-KICKBACK" ACT (18 U.S.C. 874 AND U.S.C. 276c)

All contractors awarded contracts exceeding \$2,000 of construction or repair must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874), as supplemented by the Department of Labor regulations (29 CFR, Part 3), "Contractor and Subcontractor on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States." This Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Agency will report all suspected or reported violations to the Federal awarding agency.

DAVIS-BACON ACT

In keeping with the provision in Section 644(g)(3) of the Head Start Act signed into law May 18, 1994, requires that all contracts entered into by any Head Start program, on or after October 1, 1994, which are in excess of \$2000.00 and are for the construction, renovation or repair of buildings used by Head Start programs, are subject to the requirements of the Davis-Bacon Act, which requires prevailing wages to be paid as determined by the Department of Labor for each county in the United States. **A prevailing wage listing by job classification is included with this letter. Contractors and sub-contractors must determine appropriate job classification for all workers and pay workers not less than the prevailing rate, including fringe benefit rate, for that job classification.** Each week the contractor must furnish a statement, of which we will provide, on the wages paid to each of its hourly paid employees, or payments paid to sub-contractors, engaged in the work covered under the contract to Agency. Offeror can provide payroll registers or copies of laborers' pay stubs for weeks worked as certification that laborers' rates of pay and fringe benefits met or exceeded prevailing wage rates and fringe benefits set forth by the Department of Labor. These records will be made available for audit purposes if requested by the agency, funding source, Controller General of the United States or any other authorized representative and will be retained for three years after the expiration of the contract unless permission to destroy them is granted by both the agency and the applicable funding source.

All contractors awarded construction contracts with Federal Funds exceeding \$2,000 must comply with the Davis-Bacon Act.

EQUAL EMPLOYMENT OPPORTUNITY

All contractors awarded contracts exceeding \$100,000 must comply with Executive Order 11246 entitled "Equal Employment Opportunity", as amended by Executive order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, and Department of Labor."

CLEAN AIR ACT (42 U.S.C. 7401 et seq.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. 1251 et seq.)

All contractors and subcontractors awarded contracts exceeding \$100,000 are required to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). Violations shall be reported to the Federal awarding agency and the Region Office of the Environmental Protection Agency (EPA).

BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)

For all contracts or sub-grants of \$100,000 or more, the Agency shall obtain from the contractor a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer of employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award

covered by 31 U.S.C. 1352.

DEBARMENT AND SUSPENSION (E.O.S. 12549 AND 12689)

For all contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11), (currently \$150,000) the Agency shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 USC §3701 et seq.:(<http://www.dol.gov/whd/regs/statutes/safe01.pdf>) 29 CFR Part 5(<http://www.dol.gov/cgi-bin/leave-dol.asp?exiturl=http://s.dol.gov/5Y&exitTitle=www.ecfr.gov&fedpage=yes>))

The Contract Work Hours and Safety Standards Act (CWHSSA) is a United States federal law that covers hours and safety standards in construction contracts. The Act applies to federal service contracts and federal and federally assisted construction contracts over \$100,000, and requires contractors and subcontractors on covered contracts to pay laborers and mechanics employed in the performance of the contracts one and one-half times their basic rate of pay for all hours worked over 40 in a workweek. This Act also prohibits unsanitary, hazardous, or dangerous working conditions on federal and federally financed and assisted construction projects.

DRUG-FREE WORK PLACE CERTIFICATION

By submitting a proposal, Offeror certifies that, if awarded a contract, Offeror will comply with all applicable provisions of The Drug-Free Workplace Act.

ETHICS ACT

By submitting an offer, you certify that you are in compliance with South Carolina Ethics, Government Accountability, and Reform Act of 1991, as amended.

TAXES

South Carolina Sales Tax shall be listed as a separate line item, currently at 7% for Newberry County, South Carolina.

QUESTIONS FROM OFFERORS

Any prospective Offeror desiring an explanation or interpretation of the solicitation should contact Sherry O'Dell, Purchasing Clerk @ sodell@gleamnshrc.org or 864/229-8869. Any information given a prospective Offeror concerning a solicitation will be furnished promptly to all other prospective Offerors as an Amendment to the Solicitation.

AMENDMENT TO THE SOLICITATION

The Solicitation may be amended at any time prior to opening. All Offerors should check for amendments. It shall be the Offeror's responsibility to insure that amendments have been received and acknowledged on the provided form:

By signing and returning the amendment.

By identifying the amendment number and date in the space provided.

IF THIS SOLITATION IS AMENDED, THEN ALL TERMS AND CONDITIONS WHICH ARE NOT MODIFIED REMAIN UNCHANGED.

AWARD NOTIFICATION

Notice regarding any award or cancellation of award will be sent to all Offerors who submitted a proposal. All Offerors submitting a proposal by the deadline will be announced at the closing date and time of this solicitation.

COMPLIANCE WITH LAWS

During the term of this contract, all sub-contractors shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. The successful Offeror has the responsibility for the overall compliance with the Occupational Health and Safety Act, Regulation and Code.

CONTRACTOR PERSONNEL

The contractor shall enforce strict discipline and good order among the sub-contractor's employees and other persons carrying out the contract.

REJECTION/CANCELLATION

The Agency may cancel this solicitation in whole or in part. The Agency further reserves the right to purchase in the best interest of the Agency.

INCURRING COSTS

The Agency shall not be liable for any costs incurred by firms prior to the issuance of a contract.

SCOPE OF WORK

Agency operates a Head Start program for ages 3-4 year old children at the Rikard Head Start Center, heretofore known as Rikard, located at 215 Rikard School Road, Prosperity, SC 29127. The playground consists of a 46' x 61' play area that has poured-n-place rubber with a crushed stone base. There is also a play unit installed in this poured-n-place rubber. Certain

areas of the poured-in-place rubber are beginning to sink, which are causing safety hazards for the children. Agency desires to remove the existing poured-in-place rubber and crushed stone base and replace with a 30' x 45' artificial turf area, leaving existing play unit in place. Agency prefers a concrete pad for a more solid foundation underneath the turf. Awarded contractor must insure that the transition between ground and turf is safe for children and meets ADA requirements.

Agency also needs to add a hip roof shade with approximate dimensions of 24' x 34' x 7' to be placed over existing play unit. Agency prefers that all shade posts be installed outside of the perimeter of the artificial turf.

Offeror must submit diagrams and/or drawings of play area with proposed surfacing, along with suggested colors for artificial turf and shade fabric.

QUALIFICATIONS OF CONTRACTOR

The successful Offeror will be required to have certified playground installer's credentials and submit a copy of credentials with proposal.

RESPONSIBILITIES OF OFFEROR

A building permit, if applicable, must be received prior to any work being done. It shall be the awarded Offeror's responsibility to meet with the Newberry County Building Inspector to finalize permit. Awarded Offeror must also obtain a license from the Town of Prosperity, if necessary. The Offeror shall at all times keep the premises free from accumulations of waste materials or rubbish from and about the project for the safety of staff. It shall be the responsibility of the Offeror to provide all materials, tools, equipment, safety equipment, suiting, etc. necessary to perform the required work.

WARRANTY OF CONSTRUCTION **GENERAL GUARANTY**

The Offeror shall remedy at his/her own expense any defect due to faulty material or workmanship and pay for any damage to other work resulting from the Offeror's failure to conform to the contract documents. The Offeror expressly guarantees and agrees to remedy any defects in the work and pay for any damages to other work resulting there.

LABOR QUALITY

All labor furnished by the Offeror or his/her sub-contractor must be performed by trained, skilled and competent persons.

MATERIAL QUALITY

The Offeror will furnish all supplies, equipment, etc. to satisfactorily execute the contract. The materials used must be of quality and installed in accordance to the State of South Carolina's Policy and Procedures.

CONTRACT ADMINISTRATOR

The contract administrator for this project shall be Sherry O'Dell and can be contacted via email at sodell@gleamnshrc.org or telephone 864/229-8869.

SITE CONTACT

To schedule a site visit, contact Mr. Lynn Williams (email: lwilliams@gleamns.org) or Mr. Christopher Felder (email: cfelder@gleamnshrc.org), both @ 803/364-0406 Monday through Friday, 8:00am to 4:00pm.

PROPOSALS

Offeror will submit their proposal for a turnkey project, including, but not limited to: years of experience; three (3) references who have especially received Offeror's similar services in the past; total project plan and design; workmanship warranty; product warranty; and cost. Offeror can use the attached proposal form or use Offeror's own proposal form, as long as all requested information is included. The Agency reserves the right to issue supplementary information during the proposal preparation period. All proposals become the property of the Agency and will be kept confidential until after an award of the successful proposal is made. Thereafter, they will be kept on file for a period of 3 years. If the Offeror believes any portion of its proposal to be proprietary information, it must specify in its proposal the portions which are considered to be proprietary. All proposals are generally considered to establish Offeror offers, not to be withdrawn for ninety (90) days after the date set for proposal acceptance. Once submitted, Offerors may not change proposals without prior written consent. The Agency reserves the right to reject the proposal of any Offeror where the available evidence or information does not satisfy the Agency that the Offeror is qualified to carry out the terms of the contract.

LATE PROPOSALS

The Agency will not accept late proposals or requests for withdrawals/modifications received after the time and date set for receipt of proposals, unless lateness is due to no fault of Offeror.

CRITERIA FOR AWARD

The criteria that will be used by the Agency for consideration of selecting a Offeror for this project are:

Factors

- Years of experience
- References
- Classification and validity of credentials
- Total project plan and design
- Workmanship warranty
- Product warranty
- Cost

EVALUATION FOR AWARD

An evaluation committee will review proposals of respondents and recommend the Offeror's proposal which is most advantageous, or in the best interest, to the Agency.

The following scoring grid will be used to evaluate proposals:

- Years of experience – 1-5
- Total project plan and design – 1-10 points
- Workmanship and product warranties – 1-10 points
- Cost – 1-5 points

Once all offers have been scored, committee will select the best offers eligible for award. This list will be forwarded to the Purchasing Department, who will contact the references of these offerors to complete a reference questionnaire. Once the reference questionnaire has been evaluated by the evaluation committee, evaluation committee will then select the most responsive and responsible offeror for award, in the best interest of the Agency.

AWARD OF CONTRACT

Once an Offeror has been selected for award, Agency will send all Offerors who responded to the solicitation a 'Letter of Intent to Award', which will be in effect for seven (7) calendar days. These letters will give notice to all respondents that Agency has selected an Offeror for award. If no 'Letters of Intent to Protest' have been received by the seventh day, Agency will offer an acceptance of award to selected Offeror. Once accepted, Agency will send all Offerors who responded to the solicitation a 'Letter of Award', signifying that an offer and acceptance has been made by selected Offeror. Agency will then award a contract to the selected Offeror, in the best interest of The Agency, pending approval of available funds.

COMPLETION OF PROJECT

If this project is timely approved at all approval levels (Head Start Policy Council, GLEAMNS' Board of Commissioners, and Office of Head Start Region IV), Agency will need this project to be completed by August 15, 2018, which is prior to the start of the new school year. If project is not timely approved, then project will be on hold until a new completion date can be established.

COMPENSATION

At completion of project, Offeror will submit an invoice for work performed, and payroll in compliance of the Davis-Bacon Act. The work is not considered complete until the Head Start Director or his/her designee has approved a final inspection of completed work. Remittance will be issued when all requirements and inspection are complete.

LABOR AND PROCUREMENT REQUIREMENTS

The Offeror or subcontractor(s) of the Offeror shall comply with the labor laws of the State of South Carolina and all other laws, ordinances, and legal requirements affecting work in Newberry County.

OFFEROR'S LIABILITY INSURANCE

(1) The selected Offeror shall have, or purchase from, and maintain in a company or companies lawfully authorized to do business in South Carolina such insurance as will protect the Offeror from the types of claims set forth below which may arise out of or result from the Offeror's operations under the contract and for which the Offeror may be legally liable, whether such operations be by the Offeror or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable: (a) claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed; (b) claims for damages because of bodily injury, occupational sickness or disease, or death of the Offeror's employees; (c) claims for damages because of bodily injury, sickness or disease, or death of any person other than the Offeror's employees; (d) claims for damages insured by usual personal injury liability coverage; (e) claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting thereof; (f) claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle; (g) claims for bodily injury or property damage arising out of completed operations; and (h) claims involving contractual liability insurance applicable to the Offeror's obligations under the provision entitled Indemnification -- Third Party Claims.

(2) Coverage shall be written on an occurrence basis and shall be maintained without interruption from date of commencement of the work until date of final payment. Coverage must include the following on a commercial basis: (i) Premises -- Operations, (ii) Independent Offeror's Protective, (iii) Products and Completed Operations, (iv) Personal and Advertising Injury, (v) Contractual, including specific provision for Offeror's obligations under the provision entitled Indemnification --Third Party Claims, (vi) Broad Form Property Damage including Completed Operations, and (vii) Owned, Non-owned and Hired Motor Vehicles.

(3) The insurance required by this paragraph shall be written for not less than the following limits of liability or as required by law, whichever coverage is greater:

COMMERCIAL GENERAL LIABILITY:

- General liability insurance, minimum \$1,000,000 each occurrence
- General aggregate \$2,000,000 policy limit
- Workers compensation, minimum \$100,000 each occurrence
- Workers compensation \$500,00 policy limit

(4) Required Documentation. (a) Prior to commencement of the work, the selected Offeror shall provide to the state a valid certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an occurrence basis. (b) Prior to commencement of the work, the selected Offeror shall provide to the state a written endorsement to the Offeror's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Offeror's liability insurance policy shall be primary, with any liability insurance of the state as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the selected Offeror's insurance agent or the insurance company.

(5) Offeror shall provide a minimum of thirty (30) days written notice to every applicable using governmental unit of any proposed reduction of coverage limits (on account of revised limits or claims paid under the General Aggregate) or any substitution of insurance carriers.

(6) The state's failure to demand either a certificate of insurance or written endorsement required by this paragraph is not a waiver of selected Offeror's obligations to obtain the required insurance.

THE AGENCY'S RIGHTS AND LIABILITIES

The Agency reserves and holds the following rights and options which may be exercised at its sole discretion:

- To accept or reject any proposal which in its judgment is for the best interest of the Agency, and all Offerors are notified that such acceptance or rejection shall be without liability on the part of the Agency for any action brought by any Offeror because of such acceptance or rejection, nor shall the Offeror seek any recourse of any kind against the Agency because of such acceptance or rejection. The submittal of a Proposal in response to this notice shall constitute an agreement of the Offeror to these conditions.
- To select and enter into agreements with the Offeror which, at the Agency's sole discretion, best satisfy the requirements, goals and objectives of the Agency.
- To terminate or resume the procurement process by written notice to the Offeror for any reason whatsoever.
- To reject or set aside for subsequent reactivation any and all proposals by written notice to such Offeror for any reason whatsoever.
- To supplement, amend, or otherwise modify the scope of services at any time after receipt of proposals.
- To execute the agreement with the most responsible and responsive Offeror as evidenced by the content of the proposal and any clarifications and changes made thereto during the procurement process that meets the requirements and evaluation criteria as set forth.

- To seek and receive clarifications of any changes to any proposal at any time;
- To enter preliminary or final negotiations at any time with any Offeror individually or simultaneously with one or more other Offeror;
- To conduct any clarification or negotiation process with any Offeror.
- To set or modify any deadline for the completion of any clarification or negotiation phase of the procurement process.
- To reduce or expand at any time the list of Offerors with which the Agency is actively engaged in any clarification or negotiation process, based on the evaluation factors set forth as applied to the state of development of each proposal as revised to such date.

Furthermore, each Offeror, by submitting its proposal, agrees to hold the Agency harmless and free from all liability, loss, injury, and/or cost and expense **which might be** incurred by such Offeror in responding or as a consequence of its response and agrees to waive any and all claims for damages arising in connection with the procurement process contemplated by the Agency.

EMPLOYMENT OF ALIENS

All Offerors, as a condition to doing business with the Agency, are required to comply with all applicable laws and regulations relating to the employment of aliens. If it is determined that Offeror fails to comply with any such employment laws or regulations during the course of Agency project, such failure may constitute material breach of the Offeror's contractual relationship with the Agency and the Agency may take all reasonable steps to terminate its relationship with the Offeror.

NONDISCRIMINATION

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

- The Offeror will not discriminate against any employee or applicant for employment because of race, religion, sex, sexual orientation, age, creed, color, national origin or disability.
- The Offeror will also take affirmative action to ensure that applicants are recruited and employed, and that employees are treated during employment without regard to their race, religion, sex, sexual orientation, age, creed, color, national origin or disability.
- The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this non-discrimination clause.
- The Offeror, where applicable, will, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, state that all qualified applicants will receive consideration for employment without regard to race, religion, sex, sexual orientation, age, creed, color, national origin or disability.
- The Offeror, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Offeror's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- The Offeror agrees to attempt in good faith to employ minority and female workers consistent with the applicable state employment goals as amended and supplemented from time to time in accordance with a binding determination of the applicable county employment goals.
- The Offeror agrees to provide written notice to all recruitment agencies, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, physical disability, marital status or sex, and that it will discontinue the use of any recruitment agency that engages in direct or indirect discriminatory practices.
- The Offeror agrees to review all procedures relating to transfer, upgrading, downgrading, and layoff to ensure that all such actions are taken without regard to race, religion, sex, sexual orientation, age, creed, color, national origin or disability, and conforms with the applicable employment goals, consistent with the statutes and court decisions of the State of South Carolina federal law and applicable federal court decisions.

THE AMERICANS WITH DISABILITIES ACT

The Americans with Disabilities Act applies to the Agency, its programs, services, activities and facilities.

GLEAMNS HUMAN RESOURCES COMMISSION

REQUEST FOR SEALED PROPOSALS

**PLAYGROUND REFURBISHING WITH POURED RUBBER AND SHADE AT GLEAMNS
RIKARD HEAD START CENTER**

SOLICITATION NUMBER: P02-97-18

PROPOSAL SUBMISSION FORM

Name of Business _____

Owner/Operator _____

Complete Address _____

Business Contact Person _____

Telephone No. _____

Mobile No. _____

Fax No. _____

Email Address _____

Years of Experience _____

Proposed Services/Qualifications *(please be specific; attach separate sheets if necessary)*

Proposed Cost \$ _____

**PROPOSAL SUBMISSION FORM
CONT'D**

REFERENCES

Name _____ Contact No. _____

Complete Address _____

Email Address _____

Description of Jobs Performed _____

Name _____ Contact No. _____

Complete Address _____

Email Address _____

Description of Jobs Performed _____

Name _____ Contact No. _____

Complete Address _____

Email Address _____

Description of Jobs Performed _____

**PROPOSAL SUBMISSION FORM
CONT'D**

AMENDMENTS RECEIVED

Amendment No./Date

Signature

_____ / _____	_____
_____ / _____	_____
_____ / _____	_____

Signature of Representative Submitting Proposal

Date

Fact Sheet #66: The Davis-Bacon and Related Acts (DBRA)

This fact sheet provides general information concerning DBRA.

Coverage

DBRA requires payment of prevailing wages on federally funded or assisted construction projects. The Davis-Bacon Act applies to each federal government or District of Columbia contract in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Many federal laws that authorize federal assistance for construction through grants, loans, loan guarantees, and insurance are Davis-Bacon "related Acts." The "related Acts" include provisions that require Davis-Bacon labor standards apply to most federally assisted construction. Examples of "related Acts" include the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.

Basic Provisions/Requirements

Contractors and subcontractors must pay laborers and mechanics employed directly upon the site of the work at least the locally prevailing wages (including fringe benefits), listed in the Davis-Bacon wage determination in the contract, for the work performed. Davis-Bacon labor standards clauses must be included in covered contracts.

The Davis-Bacon "prevailing wage" is the combination of the basic hourly rate and any fringe benefits listed in a Davis-Bacon wage determination. The contractor's obligation to pay at least the prevailing wage listed in the contract wage determination can be met by paying each laborer and mechanic the applicable prevailing wage entirely as cash wages or by a combination of cash wages and employer-provided bona fide fringe benefits. Prevailing wages, including fringe benefits, must be paid on all hours worked on the site of the work.

Apprentices or trainees may be employed at less than the rates listed in the contract wage determination only when they are in an apprenticeship program registered with the Department of Labor or with a state apprenticeship agency recognized by the Department.

Contractors and subcontractors are required to pay covered workers weekly and submit weekly certified payroll records to the contracting agency. They are also required to post the applicable Davis-Bacon wage determination with the Davis-Bacon poster (WH-1321) on the job site in a prominent and accessible place where they can be easily seen by the workers.

Davis-Bacon Wage Determinations

Davis-Bacon wage determinations are published on the Wage Determinations On Line (WDOL) website for contracting agencies to incorporate them into covered contracts. The "prevailing wages" are determined based on wages paid to various classes of laborers and mechanics employed on specific types of construction projects in an area. Guidance on determining the type of construction is provided in All Agency Memoranda Nos. 130 and 131.

Penalties/Sanctions and Appeals

Contract payments may be withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA). In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the government and debarment from future contracts for a period up to three years.

Contractors and subcontractors may challenge determinations of violations and debarment before an Administrative Law Judge (ALJ). Interested parties may appeal ALJ decisions to the Department's Administrative Review Board. Final Board determinations on violations and debarment may be appealed to and are enforceable through the federal courts.

Typical Problems

(1) Misclassification of laborers and mechanics. (2) Failure to pay full prevailing wage, including fringe benefits, for all hours worked (including overtime hours). (3) Inadequate recordkeeping, such as not counting all hours worked or not recording hours worked by an individual in two or more classifications during a day. (4) Failure of to maintain a copy of bona fide apprenticeship program and individual registration documents for apprentices. (5) Failure to submit certified payrolls weekly. (6) Failure to post the Davis-Bacon poster and applicable wage determination.

Relation to State, Local, and Other Federal Laws

The Copeland "Anti-Kickback" Act prohibits contractors from in any way inducing an employee to give up any part of the compensation to which he or she is entitled under his or her contract of employment, and requires contractors to submit a weekly statement of the wages paid to each employee performing DBRA covered work.

Contractors on projects subject to DBRA labor standards may also be subject to additional prevailing wage and overtime pay requirements under State (and local) laws. Also, overtime work pay requirements under CWHSSA and the Fair Labor Standards Act may apply.

Under Reorganization Plan No. 14 of 1950, (5 U.S.C.A. Appendix), the federal contracting or assistance-administering agencies have day-to-day responsibility for administration and enforcement of the Davis-Bacon labor standards provisions and, in order to promote consistent and effective enforcement, the Department of Labor has regulatory and oversight authority, including the authority to investigate compliance.

Where to Obtain Additional Information

For additional information, visit our Wage and Hour Division Website: <http://www.wagehour.dol.gov> and/or call our toll-free information and helpline, available 8 a.m. to 5 p.m. in your time zone, 1-866-4USWAGE (1-866-487-9243).

This publication is for general information and is not to be considered in the same light as official statements of position contained in the regulations.

U.S. Department of Labor
Frances Perkins Building
200 Constitution Avenue, NW
Washington, DC 20210

1-866-4-USWAGE
TTY: 1-866-487-9243
Contact Us

United States Department of Labor
Wage and Hour Division
Wage and Hour Division (WHD)

Instructions For Completing Payroll Form, WH-347

- WH-347 (PDF)
OMB Control No. 1235-0008, Expires 01/31/2015.

General: Form WH-347 has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 C.F.R., Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) requires contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) Regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Under the Davis-Bacon and related Acts, the contractor is required to pay not less than prevailing wage, including fringe benefits, as predetermined by the Department of Labor. The contractor's obligation to pay fringe benefits may be met either by payment of the fringe benefits to bona fide benefit plans, funds or programs or by making payments to the covered workers (laborers and mechanics) as cash in lieu of fringe benefits.

This payroll provides for the contractor to show on the face of the payroll all monies to each worker, whether as basic rates or as cash in lieu of fringe benefits, and provides for the contractor's representation in the statement of compliance on the payroll (as shown on page 2) that he/she is paying for fringe benefits required by the contract and not paid as cash in lieu of fringe benefits. Detailed instructions concerning the preparation of the payroll follow:

Contractor or Subcontractor: Fill in your firm's name and check appropriate box.

Address: Fill in your firm's address.

Payroll No.: Beginning with the number "1", list the payroll number for the submission.

For Week Ending: List the workweek ending date.

Project and Location: Self-explanatory.

Project or Contract No.: Self-explanatory.

Column 1 - Name and Individual Identifying Number of Worker: Enter each worker's full name and an individual identifying number (e.g., last four digits of worker's social security number) on each weekly payroll submitted.

Column 2 - No. of Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

Column 3 - Work Classifications: List classification descriptive of work actually performed by each laborer or mechanic. Consult classification and minimum wage schedule set forth in contract specifications. If additional classifications are deemed necessary, see Contracting Officer or Agency representative. An individual may be shown as having worked in more than one classification provided an accurate breakdown of hours worked in each classification is maintained and shown on the submitted payroll by use of separate entries.

Column 4 - Hours worked: List the day and date and straight time and overtime hours worked in the applicable boxes. On all contracts subject to the Contract Work Hours Standard Act, enter hours worked in excess of 40 hours a week as "overtime".

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay (Including Fringe Benefits): In the "straight time" box for each worker, list the actual hourly rate paid for straight time worked, plus cash paid in lieu of fringe benefits paid. When recording the straight time hourly rate, any cash paid in lieu of fringe benefits may be shown separately from the basic rate. For example, "\$12.25/.40" would reflect a \$12.25 base hourly rate plus \$0.40 for fringe benefits. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. When overtime is worked, show the overtime hourly rate paid plus any cash in lieu of fringe benefits paid in the "overtime" box for each worker; otherwise, you may skip this box. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of 1962 if the prime contract exceeds \$100,000. In addition to paying no less than the predetermined rate for the classification which an individual works, the contractor must pay amounts predetermined as fringe benefits in the wage decision made part of the contract to approved fringe benefit plans, funds or programs or shall pay as cash in lieu of fringe benefits. See "FRINGE BENEFITS" below.

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus "\$163.00/\$420.00" would reflect the earnings of a worker who earned \$163.00 on a Federally assisted construction project during a week in which \$420.00 was earned on all work.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction are involved, use the first four columns and show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction(s) contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 C.F.R., Part 3. If an individual worked on other jobs in addition to this project, show actual deductions from his/her weekly gross wage, and indicate that deductions are based on his gross wages.

Column 9 - Net Wages Paid for Week: Self-explanatory.

Totals - Space has been left at the bottom of the columns so that totals may be shown if the contractor so desires.

Statement Required by Regulations, Parts 3 and 5: While the "statement of compliance" need not be notarized, the statement (on page 2 of the payroll form) is subject to the penalties provided by 18 U.S.C. § 1001, namely, a fine, possible imprisonment of not more than 5 years, or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

Items 1 and 2: Space has been provided between items (1) and (2) of the statement for describing any deductions made. If a deductions made are adequately described in the "Deductions" column above, state "See Deductions column in this payroll." See "FRINGE BENEFITS" below for instructions concerning filling out paragraph 4 of the statement.

Item 4 FRINGE BENEFITS - Contractors who pay all required fringe benefits: If paying all fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor, show the basic cash hourly rate and overtime rate paid to each worker on the face of the payroll and check paragraph 4(a) of the statement on page 2 of the WH-347 payroll form to indicate the payment. Note any exceptions in section 4(c).

Contractors who pay no fringe benefits: If not paying all fringe benefits to approved plans, funds, or programs in amounts of at least those that were determined in the applicable wage decision of the Secretary of Labor, pay any remaining fringe benefit amount to each laborer and mechanic and insert in the "straight time" of the "Rate of Pay" column of the payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the application wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringe benefits, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringe benefits at the straight time rate. In addition, check paragraph 4(b) of the statement on page 2 the payroll form to indicate the payment of fringe benefits in cash directly to the workers. Note any exceptions in section 4(c).

Use of Section 4(c), Exceptions

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires is obliged to pay the deficiency directly to the covered worker as cash in lieu of fringe benefits. Enter any exceptions to section 4(a) or 4(b) in section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid each worker as cash in lieu of fringe benefits and the hourly amount paid to plans, funds, or programs as fringe benefits. The contractor must pay an amount not less than the predetermined rate plus cash in lieu of fringe benefits as shown in section 4(c) to each such individual for all hours worked (unless otherwise provided by applicable wage determination) on the Federal or Federally assisted project. Enter the rate paid and amount of cash paid in lieu of fringe benefits per hour in column 6 on the payroll. See paragraph on "Contractors who pay no fringe benefits" for computation of overtime rate.

Public Burden Statement: We estimate that it will take an average of 55 minutes to complete this collection of information, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection of information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W., Washington, D.C. 20210.

Note: In order to view, fill out, and print PDF forms, you need Adobe® Acrobat® Reader® version 5 or later, which you may download for free at www.adobe.com/products/acrobat/readstep2.html. To save the completed forms on your workstation, you need to use the "Save As" method to save the file. For example, move your mouse cursor over the PDF link and click on your "RIGHT" mouse button. This will cause a menu to be displayed, from which you will select the proper save option -- depending upon which browser you are using:

- For Microsoft IE users, select "Save Target As"
- For Netscape Navigator users, select "Save Link As"

Once you've selected the proper save option for your browser, and have saved the file to a location you specified, go to your program menu and start the Adobe Acrobat® Reader. Once open, locate the PDF file you saved and open it directly in Acrobat®.

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General Decision Number: SC180022 01/05/2018 SC22

Superseded General Decision Number: SC20170022

State: South Carolina

Construction Type: Building

County: Newberry County in South Carolina.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018

SUSC2011-011 08/31/2011

	Rates	Fringes
CARPENTER, Excludes Form Work....	\$ 15.45	0.00
ELECTRICIAN.....	\$ 19.99	4.04
FORM WORKER.....	\$ 14.08	0.00
LABORER: Common or General.....	\$ 10.49	0.55
LABORER: Pipelayer.....	\$ 12.50	1.23
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.39	1.83
PAINTER: Brush, Roller and Spray.....	\$ 13.50	0.00
PIPEFITTER.....	\$ 18.95	3.39
PLUMBER.....	\$ 16.99	2.17

SHEET METAL WORKER (Installation of HVAC Duct Only).....	\$ 19.15	1.15
TRUCK DRIVER.....	\$ 12.76	2.04

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

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

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

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

Union Rate Identifiers

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

005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION