



**Clark County Department of Job & Family Services
By and through the authority of the Board of Clark County Commissioners**

REQUEST FOR PROPOSALS

RFP: 21-SFY-06

FOR: VoIP Phone System

RELEASE DATE: Thursday, March 11, 2021

RESPONSES DUE: Friday, April 2, 2021 at 2:00 p.m.

The Board of Clark County Commissioners ("Board") is seeking proposals and intends to award one contract to a vendor to provide complete end to end solution for the installation of a CISCO VoIP system to serve as the telephone system, in Clark County Department of Job & Family Services ("Department") buildings. Vendor will also provide service/maintenance and software updates during the life of the contract. Department will be administering the contract once executed by all parties. Interested vendors are required to follow the procedures outlined below. A sample contract can be viewed online ([click here to view](#)). There will be no changes to the contract unless agreed upon by all parties. Board reserves the right to reject any or all proposals or to waive any defect in a proposal which does not materially alter the contract document.

CONTRACT AWARD: The contract will be awarded to the responsible vendor whose proposal is most advantageous to Board. A contract award is contingent upon the State of Ohio approving the vendor's technical proposal. A potential vendor's failure to address all items in its proposal may result in its rejection. Board retains the right to cancel this RFP at any time prior to contract being awarded. Potential vendors will be notified at the earliest possible opportunity. Only Board has the authority to bind Department into a contract. Since Board maintains binding authority and has the right to refuse any proposal, no costs may be recovered for proposal preparation or any process during the RFP process or thereafter.

EVALUATION: Potential vendors will be evaluated based on, the following criteria equally:

- 1 Price;
- 2 Ability to comply with Davis-Bacon Federal Prevailing Wage requirements;
- 3 Completeness of all required information and forms requested in this RFP;
- 4 Business references and Demonstration of Experience; and
- 5 Ability to meet County insurance requirements.

Vendors may be disqualified for failure to meet any of the above requirements. Proposals will be evaluated on all five (5) criteria. The contract will be awarded to the vendor who is the most responsive and responsible bidder to perform the requested service.

Board reserves the right to reject any proposals in which the potential vendor takes exception to the terms and conditions of the RFP; fails to meet the terms and conditions of the RFP, including but not limited to, the standards, specifications, and requirements specified in the RFP; or submits prices that the contracting authority considers to be excessive, compared to existing market conditions, or determines exceed the available funds of the contracting authority. Board reserves the right to reject, in whole or in part, any proposal that Board has determined, using the factors and criteria Board developed pursuant to this section, would not be in the best interest of the County.

INQUIRY PERIOD: Vendors shall contact Contract Development at Clark_Contract_Development@jfs.ohio.gov. The subject line of the email must be "VoIP Phone System RFP," in order to ensure timely receipt of all questions. The inquiry period opens upon release of the RFP, and closes at **2:00 p.m. on Friday, March 26, 2021**. Department reserves the right to disregard any questions that are not properly or timely submitted. Any questions or answers deemed to be material to all vendors will be posted on the Department's Website. It is the responsibility of all vendors to review the Department's website prior to submitting their proposal. Board may conduct discussions with potential vendors who submit proposals for the purpose of clarifications or corrections regarding a proposal to ensure full understanding of, and responsiveness to, the requirements specified in the RFP.

INSURANCE REQUIREMENTS: Interested vendors must meet Board insurance requirements in order to be considered an eligible vendor (see page 7 of response forms).

DAVIS-BACON PREVAILING WAGE REQUIREMENTS: The Federal Davis-Bacon and Related Acts ("Acts") may apply to this contract, depending on the cost of services provided. If required, interested vendors must comply with all applicable provisions of the Acts in order to be considered an eligible vendor. To comply, vendor must:

1. Conform to all provisions of the Davis-Bacon and Related Acts (see Attachment 1);
2. Complete at least one Labor Standards Interview with the Prevailing Wage Coordinator during the project (see Attachment 2);
3. Complete a Certified Payroll Report for each week of the project, with assistance of Prevailing Wage Coordinator (see Attachment 3);
4. Execute and submit to Department an Affidavit of Compliance with Prevailing Wages after the completion of each project, prior to final payment (see Attachment 4);
5. Comply with Employee Rights posting requirements on project job site for entire length of project (see Attachment 5); and
6. Pay all workers under the project according to the applicable prevailing wage required by the Acts, which will be incorporated into the contract; current wage rates can be [viewed here](#).

BUSINESS REFERENCES: Interested vendors' proposals shall include a list of at least three (3) companies or organizations with which it has had VoIP Phone system contracts or agreements within the past two (2) years. The contracts must not have been terminated prior to the end date due to poor performance and/or acts of negligence. This list shall include the name and phone number of a contact person who is familiar with the vendor's job performance. Neither Department nor Board of County Commissioners may not be used as a reference. There is a limit of one (1) reference from any other Clark County government agency (including Utilities, Courts, Sheriff, Prosecutor, etc.). Board may verify the vendor's experience based upon the list of business references submitted and any other sources which Board deems appropriate.

DEMONSTRATION OF EXPERIENCE: Interested vendors shall submit with its proposal demonstration of previous experience in delivering this, or similar, services. Vendor shall include descriptions and examples of at least two (2) projects or contracts completed in the past five (5) years that demonstrate appropriate experience – do not simply provide the name of the project or customer. Examples can be from the same projects for which business references are provided.

HOW TO SUBMIT A PROPOSAL: After reviewing the sample contract ([click here to view](#)), vendor shall prepare a written proposal statement that addresses how all parts of the Scope of Work section below will be provided, and completely fill in a copy of the seven (7) page response sheet and forms included below. The forms can be completed electronically and printed for signature or printed and completed by hand. Original signatures shall appear on pages 4-7 of the response forms in vendor's submitted proposal. Vendor may attach additional sheets if necessary to fully provide information regarding quote and scope of work.

Board prefers proposal and response sheet submissions in electronic format. The electronic copy can be PDF, Word, or Excel Format, or other formats that are compatible with Microsoft Office. All completed forms are to be sent via e-mail to Clark_Contract_Development@jfs.ohio.gov **on or before 2:00 p.m. on Friday, April 2, 2021**. For vendors not capable of providing their proposal and response sheets electronically, please contact Kristin Lawson, Contract Developer, at (937) 327-1783 to schedule an appointment to deliver a hard copy proposal. The request shall be made at least twenty-four (24) hours prior to the drop off time. Late proposals will NOT be accepted.

PRE-BID WALK-THROUGH: Potential bidders are very strongly encouraged to attend a walk-through to inspect Department's buildings. A walk-through will be conducted on **Thursday, March 18, 2021 at 9:30 a.m. on** Department's Campuses. The walk-through will begin at 1345 Lagonda Avenue, Springfield, Ohio 45503. Potential bidders should report to the [Building C Lobby](#) at 9:30 a.m. Department's Maintenance Supervisor and Management Information Systems (MIS) Deputy Director will lead interested vendors on the walk-through and will allow vendors to access as many buildings as is feasible on that date.

CURRENT VOIP SOLUTION: CCDJFS utilizes an HP 3Com VoIP solution. Due to critical limitations, including outdated functionality, the lack of available parts and being at the end of life, it is necessary for CCDJFS to replace the HP 3Com VOIP system.

SCOPE OF WORK: It is the intent of this Request for Proposal that the vendor shall provide a complete end to end solution for the installation. The vendor shall provide all design, planning, system architecture, installation, network analysis, training, and post installation support for the project. The selected contractor will provide and maintain a CISCO VoIP system to serve as the telephone system for the entire CCDJFS agency (multiple sites). Department is seeking a CISCO VoIP system capable of the following nonexclusive list of specifications:

The Contractor must be capable of performing the following roles and tasks:
Contract Management
Project Management
Proposal Development
Requirements Analysis

Business Design
Technical Design
Solution Development
Solution Implementation
Solution Testing
Load Testing
Training
Production Deployment
Transition to Production Support

1. Discovery of customer needs. Respondents should possess and use their extensive knowledge and experience within the communications industry to recommend a creative solution that will meet or exceed CCDJFS's requirements.
2. The system is to be detailed to provide information on type of equipment (switches, routers, modules, trunk cards, licensing, and other operating requirements)
3. The system is to be detailed to provide necessary service information (PRI, DID, ATA, SIP, POTS, Long Distance, Toll Free Service)
 - a. VoIP Service will provide analog ports for fax, alarm (security and fire)
 - b. VoIP Service will include in-state/out-of-state long-distance service. Cost for this service must be included in the quote.
4. Use current phone extension scheme allowing for 4 digit dialing internally.
5. Basic Service:
 - a. Paging within the buildings. Ability to page from desk phone with access codes. Optional separate intercom system.
Page Zones.
 - b. Music on Hold, Music on Transfer
 - c. Conference calls
 - d. Call Barge
 - e. Call Forwarding to internal & external numbers
 - f. Call History
 - g. Call Pickup
 - h. Caller ID
 - i. Dial by extension
 - j. Hunt Groups
 - k. Record on Demand. Voice Recording capability. This is to record both sides of the conversation.
 - l. Supervisory monitoring
 - m. Voicemail accessible internally and externally
 - n. Multi-layer auto attendants. Ability to have auto attendants available during business hours i.e. Open messages/Closed messages
 - o. Speed dials (both user and system)
 - p. Telephone groups (for ease of programming buttons on phone, features)
 - q. International calling feature (class of service)
 - r. Bridged call appearances
 - s. Shared Extension on Multiple Phones
 - t. Remote maintenance/administration
 - u. Class of Service
 - v. Make/Drop conference calls
 - w. Conference bridging for internal and external
 - x. Voicemail indicator light
 - y. Integration with our current OpenText/RightFax solution/appliance
 - z. Remote call forwarding
 - aa. Soft client phone for remote work/Jabber
6. Call Detail software for reports (with ability for ad hoc reporting). Required reports include inbound/outbound and internal calls and usage reports.
7. ACD with announcements, and real-time statistics. User interface and management interface to show dashboard information that includes call volume, wait times, user status.
8. Call management software for 20 agents that can be managed by CCDJFS
9. Management software to enable/disable/modify features such as Supervisor Monitoring, International dialing, Business Hours, Recording new announcements, change auto attendants, voicemail password resets, etc.
10. Phones
 - a. Estimated 300 Programmable IP Digital Phones with display and headset compatibility
 - b. 1 Attendant console

- c. Volume control
- d. Mute feature
- e. Speaker/hands free
- f. Redial
- g. Conference
- h. Transfer
- i. Hold
- j. Multi-Line (minimum 3, switchboard minimum of 6)
- k. Phone directory with speed dial
- l. Voicemail accessibility button/indicator
- m. Send calls button/Do Not Disturb button (auto sends call to voicemail)
- n. Programmable speed dials, call forwarding, etc.

*It is the intent of this proposal to have a system that has failover capabilities in case of system failure or other incident.

CONTRACT TERM: Three-year initial term with up to two (2) additional one-year extensions by and through written amendment executed by, and at the discretion of, Board.

PRICING: Vendor shall indicate pricing for all categories specified on Response Sheet page 2, below. No costs other than those specified in vendor's proposal will be paid by Department unless agreed to in writing in advance of purchase or work being completed. All costs for each project, whether or not included below, must be approved by the Department prior to the start of any work.

VENDOR SELECTION: After proposals are reviewed, a recommendation will be made to Department Director to award contract to one vendor. Director will make a final selection to recommend to Board, and may consider proposal quality, reasonableness and appropriateness of proposed budget, funding available, and past contract/subgrant performance. Board reserves the right to accept or reject Director's recommendation. A contract award is contingent upon the State of Ohio approving the vendor's technical proposal. All vendors who submit a proposal will receive a Letter of Intent at the email address provided on the Response Sheet, regardless of vendor selected.

PROTESTS: Potential vendors may file a protest on any matter relating to the process of soliciting proposals. Protests shall be in writing and must be submitted to: Virginia K. Martycz, Ph.D., Director, Clark County Department of Job & Family Services, 1345 Lagonda Avenue, Springfield, Ohio 45503. All protests relating to alleged improprieties or events which were known or could have been reasonably discovered prior to the closing date for the RFP shall be filed no later than the deadline for receipt of proposals; protests relating to award of contract or rejection of proposals must be received by 9:00 a.m. of the 7th day after the notification of the issuance of the Letter of Intent. When a timely protest is filed, a contract award shall not proceed until a decision on the protest is issued or the matter is otherwise resolved, unless Board determines that a delay will severely disadvantage Board. Vendor(s) who would have been awarded the contract(s) shall be notified of the receipt of the protest. Board shall issue written decision on all timely protests and shall notify any vendor who filed an untimely protest as to whether or not the protest will be considered.

THE FOLLOWING SEVEN (7) PAGES MUST BE INCLUDED AS PART OF VENDOR'S RESPONSE.

VoIP PHONE SYSTEM RFP #21 SFY 06
RESPONSE SHEETS

VENDOR NAME & CONTACT INFORMATION (include vendor name, contact name, address, email address, phone number):

VENDOR'S FEDERAL TAX ID NUMBER:

THREE PROFESSIONAL REFERENCES (include address, email address and phone):

1.

2.

3.

DEMONSTRATION OF EXPERIENCE (attach additional pages, if necessary):

PRICING:

Potential contractors shall indicate pricing for all categories specified below. No costs other than those specified in the proposal will be paid by Department unless agreed to in writing in advance of purchase or work being completed. All costs for each project, whether included below, must be approved by Director prior to the start of any work. Proposals should include applicable pricing for vendor-hosted, as well as on-premise, customer hosted solutions if available as indicated in the chart below (additional pricing or proprietary forms may be included as addenda):

CATEGORY	PRICE/UNIT		UNIT	COST FREQUENCY (One Time/ Monthly)	TOTAL COST	
	Vendor Hosted	Customer Hosted			Vendor Hosted	Customer Hosted
Hardware (Please itemize hardware costs)						
Software (Please itemize software costs)						
Service/Connectivity (Please itemize all service costs)						
Installation Costs						
Training Costs						
First year Service/Maintenance						
Continuing /Yearly Maintenance						
Annual Software Updates and Service Renewal (up to 4 additional years)						
Service Labor Charges (if separate from maintenance agreement)						
Other Costs (include individual item detail)						
TOTAL						

Provide the following information:

Number of years your company has been in business: _____

Typical response time for service calls: _____

Warranty provided for work completed, if any: _____

PLEASE INCLUDE A COPY OF ANY CURRENT LICENSES OR CERTIFICATIONS WITH YOUR PROPOSAL.

NON-COLLUSION AFFIDAVIT

STATE OF _____)

SS:

COUNTY OF _____)

_____, being first duly sworn, deposes and says that he/she is
(NAME)

_____, for _____,
(POSITION) (COMPANY NAME)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Clark County Commissioners or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

AFFIANT

Sworn to and subscribed before me, a Notary Public, on this _____ day of _____, 2021.

NOTARY PUBLIC

My commission expires _____, _____

BIDDER'S PERSONAL PROPERTY TAX STATEMENT

(See Section 5719.042, O.R.C.)

STATE OF _____)

SS:

COUNTY OF _____)

I, _____, having been duly sworn, state that I am competent to testify to the following:

(COMPLETE APPLICABLE STATEMENT)

() On _____, I submitted a bid to Clark County, Ohio, to provide the County with _____ . On said date, I owed no personal property tax to the Clark County Taxing District, and, after checking with said District, I have personal knowledge that I have not been charged with having any delinquent personal property tax owed to said District.

OR

() On _____, I submitted a bid to Clark County, Ohio, to provide the County with _____ . I presently am delinquent in the payment of personal property tax to the Clark County Taxing District, and, after checking with said District, I have personal knowledge that my name appears upon the records of said District as delinquent in the payment of personal property tax as follows:

_____ owed in delinquent taxes, and _____ owed as penalties assessed against said delinquency. As part of the consideration for a contract to perform the above stated bid, I hereby agree that this form be incorporated into said contract to perform work, and further agree that proceeds from said contract shall be paid to Clark County Taxing District in the amount of said delinquent tax and said assessed penalty prior to any payments being made to the bidder or other person under the contract.

DATE

BIDDER

Sworn to and subscribed before me, a Notary Public, on this _____ day of _____, 2021.

NOTARY PUBLIC

My commission expires _____, _____

AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE

STATE OF _____

COUNTY OF _____ SS:

Personally appeared before me the undersigned, as an individual or as a representative of

for a contract for _____

(Name of Entity)

(Type of Product or Service)

to be let by the County of Clark, who, being duly cautioned and sworn, makes the following statement with respect to prohibited activities constituting a conflict of interest or other violations under Ohio Revised Code Section 3517.13, and further states that the undersigned has the authority to make the following representation on behalf of himself or herself or of the entity (corporation, business trust, partnership, other unincorporated business [including labor unions], association [including professional associations], estate, or trust):

1. That none of the following has individually made within the previous 24 months and that, if awarded a contract for the purchase of goods or services in excess of \$10,000 (aggregated) in a calendar year, none of the following individually will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, as an individual, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$1,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
 - a. myself;
 - b. any partner or owner or shareholder of the partnership (or other unincorporated business);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any owner of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;
 - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section (only applicable to contributions made on or after January 1, 2007).
2. That none of the following have collectively made within the previous 24 months, and that, if awarded a contract for the purchase of goods or services in excess of \$10,000 (aggregated) in a calendar year, none of the following collectively will make, beginning on the date the contract is awarded and extending until one year following the conclusion of the contract, one or more campaign contributions (on or after April 4, 2007) totaling in excess of \$2,000, to any member of the Clark County Board of Commissioners or their individual campaign committees:
 - a. myself
 - b. any partner or owner or shareholder of the partnership (if applicable);
 - c. any shareholder of the association;
 - d. any administrator of the estate;
 - e. any executor of the estate;
 - f. any trustee of the trust;
 - g. any owner of more than 20% of the corporation or business trust (if applicable);
 - h. each spouse of any person identified in (a) through (c) of this section;
 - i. each child seven years of age to seventeen years of age of any person identified in divisions (a) through (g) of this section.

Signature: _____

Title: _____

Sworn to before me and subscribed in my presence this _____ day of _____, 2021

Notary Public: _____

My Commission Expires: _____

CERTIFICATION OF COMPLIANCE WITH COUNTY INSURANCE REQUIREMENTS

The following is a list of required insurance policies:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed, or letter of exemption.
- b. Commercial General Liability Insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability* insurance (over and above Commercial General Liability and Auto Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$1,000,000 Combined Single Limit.
- e. "The Board of Clark County Commissioners" must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above, as well as the Certificate Holder on all Certificates of Liability insurance.

*Note: Umbrella/Excess Liability coverage may be waived if the following limits are carried for Commercial General Liability and Auto Liability:

1. Commercial General Liability Insurance for a minimum of \$3,000,000 per occurrence with an annual aggregate of at least \$4,000,000, including coverage for subcontractors, if any are used.
2. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Clark County, or its departments, with limits of at least \$3,000,000 Combined Single Limit.

I, _____, certify that I have reviewed the above insurance requirements, and:

(_____) I certify that as an individual/company/organization submitting a proposal, I am able to meet the above insurance requirements.

OR

(_____) I am not able to meet the above insurance requirements, and would like to request a waiver of the following policies:

_____.

The insurance policies currently held by this individual/company/organization are:

_____. A copy of the current insurance policies is attached.

Signed:

Date

Printed Name, Title

ATTACHMENT 1
DAVIS-BACON WAGE RATE REQUIREMENTS

The successful bidder for this project shall conform to all provisions of the federal Davis-Bacon and Related Acts. Davis-Bacon wage rates for this project will be provided to selected vendor at time contract is executed and will be incorporated into contract. Current rates can be [viewed here](#).

As used in these provisions "subrecipient" means **Board of Clark County Commissioners**.

(a) The following applies to any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1.

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). 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 classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) 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.

Subrecipients may obtain wage determinations from the U.S. Department of Labor's web site, www.wdol.gov.

(ii)(A) The subrecipient(s), shall require that any class of laborers or mechanics, including helpers, 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. Approval of an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the subrecipient(s) agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the subrecipient(s) to the State award official. The State award official will transmit the report, to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the State award official or will notify the State award official within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the and the subrecipient(s) do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the award official shall refer the questions, including the views of all interested parties and the recommendation of the State award official, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii)(B) or (C) of this section, 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.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(2) Withholding. The subrecipient, shall upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records.

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under

approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly, for each week in which any contract work is performed, a copy of all payrolls to the subrecipient, that is, the entity that receives the subgrant or loan from the State capitalization grant recipient. Such documentation shall be available on request of the State recipient. As to each payroll copy received, the subrecipient shall provide written confirmation in a form satisfactory to the State indicating whether or not the project is in compliance with the requirements of 29 CFR 5.5(a)(1) based on the most recent payroll copies for the specified week. The payrolls shall set out accurately and completely all the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on the weekly payrolls. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the subrecipient(s) for transmission to the State or EPA if requested by EPA, the State, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the subrecipient(s).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the State or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency or State may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees –

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or 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 the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the subrecipient determines may be appropriate, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and subrecipient(s), State, EPA, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility.

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

Contract Provision for Contracts In Excess Of \$100,000 And Subject To The Overtime Provisions Of The Contract Work Hours And Safety Standards Act

(b) Contract Work Hours and Safety Standards Act. The following applies to any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. As used in these paragraphs, the terms laborers and mechanics include watchmen and guards.

(1) 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 forty 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 forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore 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 such 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 clause set forth in paragraph (a)(1) of this section, 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 forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The subrecipient, upon written request of an authorized representative of the Department of Labor, shall 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 other 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 clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

Contract Provision for Contracts In Excess Of \$100,000 Subject ONLY To The Contract Work Hours And Safety Standards Act

(c) The following applies to any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1.

The contractor or subcontractor shall maintain payrolls and basic payroll records during the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid.

The records shall be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

ATTACHMENT 2
SAMPLE LABOR STANDARDS INTERVIEW FORM

LABOR STANDARDS INTERVIEW

CONTRACT NUMBER			EMPLOYEE INFORMATION		
			LAST NAME	FIRST NAME	MI
NAME OF PRIME CONTRACTOR			STREET ADDRESS		
NAME OF EMPLOYER			CITY STATE ZIP CODE		
SUPERVISOR'S NAME					
LAST NAME	FIRST NAME	MI	WORK CLASSIFICATION	WAGE RATE	

ACTION	CHECK BELOW	
	YES	NO
Do you work over 8 hours per day?		
Do you work over 40 hours per week?		
Are you paid at least time and a half for overtime hours?		
Are you receiving any cash payments for fringe benefits required by the posted wage determination decision?		

WHAT DEDUCTIONS OTHER THAN TAXES AND SOCIAL SECURITY ARE MADE FROM YOUR PAY?

HOW MANY HOURS DID YOU WORK ON YOUR LAST WORK DAY BEFORE THIS INTERVIEW?	TOOLS YOU USE	
DATE OF LAST WORK DAY BEFORE INTERVIEW (YYMMDD)		
DATE YOU BEGAN WORK ON THIS PROJECT (YYMMDD)		

THE ABOVE IS CORRECT TO THE BEST OF MY KNOWLEDGE

EMPLOYEE'S SIGNATURE _____ DATE (YYMMDD) _____

INTERVIEWER SIGNATURE _____ TYPED OR PRINTED NAME _____ DATE (YYMMDD) _____

INTERVIEWER'S COMMENTS		
WORK EMPLOYEE WAS DOING WHEN INTERVIEWED	ACTION (If explanation is needed, use comments section)	YES
	IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?	NO
	ARE WAGE RATES AND POSTERS DISPLAYED?	NO

FOR USE BY PAYROLL CHECKER

IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA?

YES NO

COMMENTS _____

CHECKER			
LAST NAME	FIRST NAME	MI	JOB TITLE
SIGNATURE			DATE (YYMMDD)

<p>Date _____</p> <p>1, _____ (Name of Signatory Party) _____ (Title) _____ do hereby state:</p> <p>(1) That I pay or supervise the payment of the persons employed by _____ (Contractor or Subcontractor) on the _____; that during the payroll period commencing on the _____ (Building or Work) _____ day of _____ and ending the _____ day of _____, _____ all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said _____ (Contractor or Subcontractor) from the full weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 867; 76 Stat. 357; 40 U.S.C. § 3145), and described below:</p>		<p>(b) WHERE FRINGE BENEFITS ARE PAID IN CASH</p> <p><input type="checkbox"/> – Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.</p>																													
<table border="1"> <thead> <tr> <th colspan="2">(c) EXCEPTIONS</th> <th>EXCEPTION (CRAFT)</th> <th>EXPLANATION</th> </tr> </thead> <tbody> <tr> <td>REMARKS:</td> <td colspan="3"></td> </tr> <tr> <td colspan="4"></td> </tr> </tbody> </table>				(c) EXCEPTIONS		EXCEPTION (CRAFT)	EXPLANATION	REMARKS:																							
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REMARKS:																															
<p>(4) That:</p> <p>(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS</p> <p><input type="checkbox"/> – In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.</p>		<p>NAME AND TITLE _____ SIGNATURE _____</p> <p>THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1001 OF TITLE 18 AND SECTION 31 OF THE UNITED STATES CODE.</p>																													

ATTACHMENT 4
AFFIDAVIT OF COMPLIANCE WITH PREVAILING WAGES

I, _____
(Name and Title of person signing affidavit)

do hereby certify that the wages paid to all employees of

(Company Name)

for all hours worked on the

Clark County Department of Job and Family Services Electrician Services Contract
(Project name and location)

during the period from _____ to _____ are in
(Project Dates)

compliance with prevailing wage requirements of all provisions of the federal Davis-Bacon and Related Acts.

I further certify that no rebates or deductions have been or will be made, directly or indirectly,
from any wages paid in connection with this project, other than those provided by law.

(Signature of Officer or Agent)

Sworn to and subscribed in my presence this _____ day of _____, 2021.

(Notary Public)

**The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor
who supervises the payment of employees. This affidavit must be submitted to the owner (public authority)
before the surety is released or final payment due under the terms of the contract is made.**

ATTACHMENT 5
SAMPLE DAVIS-BACON EMPLOYEE RIGHTS POSTER

EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:



or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243
TTY: 1-877-889-5627
www.dol.gov/whd



WH1321 REV 10/17