

CLARK COUNTY DEPARTMENT OF  
**JOB & FAMILY SERVICES**



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

**REQUEST FOR QUOTES**

Bldg. A Bathroom Renovations

**Request Date: Tuesday, June 9, 2020**

**Response Due Date: Friday, June 26, 2020**

The Board of Clark County Commissioners (“Board”) is seeking quotes and intends to award a single or multiple contract(s) for renovation of two restrooms to ADA compliance for the Clark County Department of Job & Family Services (“Department”) at 1345 Lagonda Ave., Springfield, Ohio 45503. Department will administer the contract(s) once executed by all parties. Interested vendors are required to follow the procedures outlined below. A sample contract can be viewed online ([click here](#)). There will be no changes to the contract unless agreed upon by all parties. Board reserves the right to reject any or all quotes or to waive any defect in a quote 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 potential vendor’s failure to address all items in its proposal may result in its rejection. Board retains the right to cancel this RFQ 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 RFQ process or thereafter.

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

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

Vendors may be disqualified for failure to meet any of the above requirements. Proposals will be evaluated on all five (5) criteria listed above. The selected vendor will be chosen based on the above criteria that are most advantageous to Department.

Board reserves the right to reject any proposals in which the potential vendor takes exception to the terms and conditions of the RFQ; fails to meet the terms and conditions of the RFQ, including but not limited to, the standards, specifications, and requirements specified in the RFQ; 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.

**AWARD INFORMATION:** WIA Dislocated Worker Funds

**DAVIS-BACON PREVAILING WAGE REQUIREMENTS:** The Federal Davis-Bacon and Related Acts ("Acts") **will** apply to this contract, depending on the source of funding used. 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 the 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 provided to the selected contractor before the work commences.

**INSURANCE REQUIREMENTS:** Interested vendors will be expected to meet Board insurance requirements in order to be considered an eligible vendor (see page 4 of response forms below). Certain waivers may be available upon request.

**BUSINESS REFERENCES:** Interested vendors' quotes shall include a list of at least three (3) companies or organizations with which it has had contracts to provide like services within the past two (2) years. 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 may be used as a reference. There is a limit of one (1) reference from any other Clark County government agency or department (including Utilities, Courts, Sheriff, 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:** All interested vendors shall submit with their quotes, samples of their past experience. Vendors shall demonstrate their previous experience in delivering similar or related services. Vendors shall include descriptions, samples, or both, of up to three (3) similar projects or contracts completed in the past five (5) years that demonstrate appropriate experience. Examples can be from the same projects for which business references are provided.

**HOW TO SUBMIT A QUOTE:** After reviewing the sample contract ([click here](#)), print a copy of the response sheet and included forms listed below, and completely fill in all sections. The forms can be completed electronically and then printed for signature or printed and completed by hand. Vendor may attach other sheets if necessary, to fully provide information regarding quote and scope of work.

Return all completed required forms via e-mail to [Clark\\_Contract\\_Development@jfs.ohio.gov](mailto:Clark_Contract_Development@jfs.ohio.gov) Attention Jim Williams or through the mail on or before 2:00 p.m. on Friday, June 26, 2020. Mailed quotes can be sent to Clark County Department of Job and Family Services, 1345 Lagonda Ave. Springfield, Ohio 45503.

**PRE-BID WALK-THROUGH:** Potential bidders are very strongly encouraged to attend a walk-through to view location and scope of work to be completed. During the walk-through a thorough description of the project will be discussed. A walk-through will be conducted on **Thursday, June 18, 2020 at 10:00 a.m.** at the Bldg. A Entrance, 1345 Lagonda Ave. Springfield, Ohio 45503.

**SCOPE OF WORK:** Department is requesting pricing to complete partial demolition of two bathrooms (removal and capping of two toilets, urinal, partial wall, sink and counter) and installation of ADA compliant toilets, counter tops and sinks. Outside wall of each bathroom will also require a waterproof membrane to contain any water from seeping into workspaces. Entry to bathrooms will also require enlarging to ADA compliance. Flooring will consist of approx. 85

square feet of PVC or LVT type, Gerflor or comparable manufacturer in 5320 Mixgrey or comparable color (<https://www.gerflorusa.com/professionals-products/floor/mipolam-esprit.html>) with approx. 100 linear feet of new rubber cove base, 4 inch in Johnstonite Moonrock vinyl .080 thick cove base.

### **VENDOR REQUIREMENTS**

- a. Contractor/Vendor will be responsible for the worksite clean-up. Site must be free of trash and debris daily and at the completion of the job to the satisfaction of the Division.
- b. Clark County DJFS is a drug free workplace.
- c. Clark County DJFS is a smoke free facility, this also includes personal vaporize devices.
- d. We ask that you show the utmost respect to our customers and staff during this project.
- e. All work schedule changes, and worksite personnel changes must be briefed and authorized by the Clark County DJFS Maintenance Supervisor.
- f. The vendor shall supply all materials and labor to complete the work.
- g. All waste material to be taken from site and disposed of by the vendor.
- h. All managers, workers, and visitors shall obey the OSHA laws.

### **PRICING**

Vendor shall indicate pricing for all categories specified below. Department is interested in a quote for each bathroom remodel individually as well as a total combined cost to remodel both bathrooms. 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 Maintenance Supervisor prior to the start of any work. *Attach additional sheets as necessary to provide accurate information about how your company will fully meet the specifications and provide all services requested by Department.*

**TOTAL COST OF PROJECT (must be all-inclusive to fully provide the scope of work stated in the request for quotes):**

1. Cost of Demolition & Toilet/Urinal Removal & Capping
2. Material Costs & Reconfiguration of internal wall
3. Labor Costs
4. Flooring Costs

**CONTRACT TERM:** Upon execution by the Board.

**THE FOLLOWING FIVE (5) PAGES MUST BE INCLUDED AS PART OF VENDOR'S RESPONSE.**

**2020 CCDJFS Bldg. A BATHROOM RENOVATION REQUEST FOR QUOTES**  
**RESPONSE SHEET**

NAME OF VENDOR:

CONTACT INFORMATION (include name, address, email address, and phone number):

VENDOR'S FEDERAL TAX ID NUMBER:

NUMBER OF YEARS IN BUSINESS:

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

1.

2.

3.

WARRANTY PROVIDED FOR WORK COMPLETED:

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

**PLEASE INCLUDE A COPY OF ALL CURRENT LICENSES AND/OR CERTIFICATIONS WITH YOUR PROPOSAL.**

*Attach additional sheets as necessary to provide accurate information about how your company will fully meet the specifications and provide all services requested by Department.*

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )

SS:

COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes  
(NAME)

and says that he/she is \_\_\_\_\_ for  
(POSITION)

\_\_\_\_\_, the party making the fore-  
(COMPANY NAME)

going 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
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.

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DATE

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BIDDER

Sworn to and subscribed before me, a Notary Public, on this \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
day of \_\_\_\_\_.

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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.
- f. Professional liability or errors and omissions insurance for a minimum of \$1,000,000 per incident.

\*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

## **AFFIDAVIT IN COMPLIANCE WITH SECTION 3517.13 OF THE OHIO REVISED CODE**

STATE OF OHIO

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 \_\_\_\_\_, 2020

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**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](http://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 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 assets 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 course of 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 of 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 course of 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**

<b>LABOR STANDARDS INTERVIEW</b>					
CONTRACT NUMBER NAME OF PRIME CONTRACTOR NAME OF EMPLOYER SUPERVISOR'S NAME LAST NAME      FIRST NAME      MI			EMPLOYEE INFORMATION LAST NAME      FIRST NAME      MI STREET ADDRESS CITY      STATE      ZIP CODE 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)
<b>INTERVIEWER'S COMMENTS</b>					
WORK EMPLOYEE WAS DOING WHEN INTERVIEWED			ACTION (If explanation is needed, use comments section)		YES      NO
			IS EMPLOYEE PROPERLY CLASSIFIED AND PAID?		YES      NO
			ARE WAGE RATES AND POSTERS DISPLAYED?		YES      NO
<b>FOR USE BY PAYROLL CHECKER</b>					
IS ABOVE INFORMATION IN AGREEMENT WITH PAYROLL DATA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
COMMENTS					
<b>CHECKER</b>					
LAST NAME		FIRST NAME		MI	JOB TITLE
SIGNATURE					DATE (YYMMDD)



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I, _____ (Name of Signatory Party)		(Title) _____	
do hereby state:			
(1) That I pay or supervise the payment of the persons employed by			
_____ (Contractor or Subcontractor) ; that during the payroll period commencing on the			
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)

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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 220 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. 967, 76 Stat. 357, 40 U.S.C. § 351), and described below:

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(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classification set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That **(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS**

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION, SEE SECTION 1091 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

**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 Roofing Replacement 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 \_\_\_\_\_, 2019.

\_\_\_\_\_  
(Notary Public)

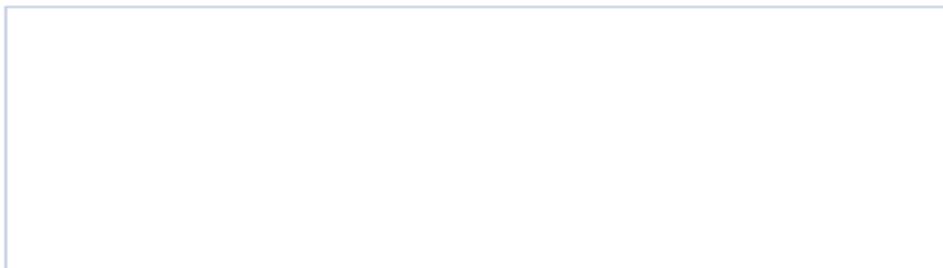
**The above affidavit must be executed and sworn to by the officer or agent of the contractor or subcontractor who supervises the payment of employees. This affidavit must be submitted to the owner (public authority) before the surety is released or final payment due under the terms of the contract is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

# EMPLOYEE RIGHTS UNDER THE DAVIS-BACON ACT

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

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

<b>PREVAILING WAGES</b>	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.
<b>OVERTIME</b>	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.
<b>ENFORCEMENT</b>	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.
<b>APPRENTICES</b>	Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.
<b>PROPER PAY</b>	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.



For additional information:

**1-866-4-USWAGE**  
(1-866-487-9243)   TTY: 1-877-889-5627



**WWW.WAGEHOUR.DOL.GOV**