

Request for Proposals – December 3, 2021

Project: Smart Boards Project
100 Executive Drive
Marion, Ohio 43302

Owner: Marion City School District Board of Education
100 Executive Drive
Marion, Ohio 43302

Response Deadline: January 4, 2022 at 2:00 p.m. local time

The Owner seeks competitive Proposals for the above-identified Project, subject to the terms and conditions of this Request for Proposals and the accompanying Contract Documents.

The Work is being procured through a competitive proposal process outside the scope of the statutory bidding requirements for public school districts, as Ohio Revised Code Section 3313.46 only requires competitive bidding for “school buildings,” and the relevant items set forth in this Request for Proposals is for technology equipment. Any references in the Contract Documents to “bid” or “bidding” are to be read consistent with the proposal process being implemented.

Article 1 — General Information

1.1 Project Description

1.1.1 Project Scope. The Project consists of all labor, materials, and services necessary for providing and installing smart boards and ancillary technology and equipment for the District’s Harrison Elementary School, Hayes Elementary School, and Harding High School.

1.1.2 Prevailing Wage. Davis Bacon Prevailing wage rates and federal requirements shall apply to this Project.

1.1.3 Federal Contract Provisions. The Owner will pay all or part of the Contract Sum using federal grant funding. Accordingly, the Contract Provisions for Non-Federal Entity Contracts Under Federal Award attached hereto as Exhibit A shall apply and Davis-Bacon Contract Provisions attached hereto as Exhibit B shall apply and are hereby incorporated into any agreement with the successful proposer.

1.1.4 Covid-19 Protocols. Contractor and its Subcontractors and Suppliers shall, where possible, adhere to any Social Distancing and Covid-19 Mitigation Requirements identified by the Director of the Ohio Department of Health, that are in effect at the time of commencement of the Work, for as long as the Orders are in effect. Each Proposal is deemed to account for and include such requirements.

1.1.5 Anticipated Project Schedule. Preliminary services, if any, will begin upon execution of the Agreement.

1.1.6 Design Professional. There is no design professional for this Project.

1.2 Request for Proposals Materials.

1.2.1 In addition to the Contractor’s requested proposal, the following materials have been distributed with this Request for Proposals, all of which are considered Contract Documents:

- .1 This Request for Proposals, with Attachments
- .2 Proposal Form

Article 2 — Proposal Submission and Selection Process

2.1 Preparation of Proposals

2.1.1 The Proposal will include a completed Proposal Form (in the form furnished with the Contract Documents), a Pricing Proposal (in the form furnished by the Proposer), additional materials prepared by the Proposer containing information related to the Evaluation Criteria set forth in Section 2.3.3 of this Request for Proposals (limited to 20 pages), and any proposed modifications to the Agreement (as set forth in Section 2.4.2.1 of this Request for Proposals).

2.1.2 Proposer shall base its pricing on the Scope of Work provided in the Contract Documents.

2.1.3 Complete all blank spaces on the Proposal Form in ink or typewritten, in words and figures, and in figures only where no space is provided for words, and sign the form. In the case of a discrepancy between the numbers and words written, the Owner reserves the right to consult with the Proposer and determine the correct amount.

2.1.4 Submit one complete Proposal to the Owner in hard copy and an electronic copy of the Proposal prior to the Response Deadline.

2.1.4.1 The original Proposal shall be enclosed in a sealed opaque envelope with the Proposer's name and title of Project printed in the upper left hand corner and addressed to:

**Marion City School District Board of Education
Attn: Veronica Reinhart, Treasurer
100 Executive Drive
Marion, Ohio 43302**

2.1.4.2 The electronic copy of the Proposal shall be submitted as one PDF file, named with the Proposer's name and title of the Project, via email to: **Veronica Reinhart, Treasurer, at vreinhart@mcspresidents.org**

2.1.4.3 A meeting and site inspection may be scheduled with **Veronica Reinhart, Treasurer, at vreinhart@mcspresidents.org**

2.2 Opening of Proposals. Proposals will be accepted until the Response Deadline. Each Proposer is responsible for ensuring that its Proposal is received by the Owner in accordance with this Request for Proposals by the Response Deadline. The Owner reserves the right to accept a Proposal after the Response Deadline in its sole discretion.

2.3 Evaluation of Proposals.

2.3.1 Standard of Award. The Owner intends to award the Contract for the Work to the Proposer submitting the Proposal determined to be in the Owner's best interest (the "Selected Proposer"), with price being considered, but not being the determining factor. The Owner reserves the right to negotiate pricing for the Work with the Selected Proposer.

2.3.2 Clarification of Proposals. The Owner reserves the right to discuss the contents of the Proposal with the Proposer and request additional information from the Proposer.

2.3.3 Evaluation Criteria. The Owner, in its sole discretion, will evaluate the Proposers and Proposals to determine which Proposal is in the Owner's best interest. In making such determination, the Owner may consider the following criteria, and any such other criteria as it determines proper:

2.3.3.1 Proposer's work history.

- .1** Proposer should have a record of consistent customer satisfaction and of consistent completion of projects, including projects that are comparable to or larger and more complex than Owner's Project, on time and in accordance with the respective contract documents. If Proposer's management (i.e., president, chairman of the board, or any

director) operates or has operated another construction company, Owner may consider the work history of that company in determining Proposer's qualifications and experience.

- .2 Owner may consider Proposer's prior experience on other projects for Owner, including Proposer's demonstrated ability to complete its work on these projects in accordance with the Contract Documents and on time and its ability to work with Owner.
- .3 Proposer authorizes Owner and its representatives to contact the owners and design professionals on projects on which Proposer has worked, and authorizes and requests such owners and design professionals to provide Owner with a candid evaluation of Proposer's performance. By submitting its Proposal, Proposer agrees that if it or any person at its urging, directly or indirectly, brings an action against any of such owners or design professionals or their employees as a result of or related to such evaluation and such action is not successful, Proposer will reimburse such owners, design professionals and/or their employees for all legal fees and expenses incurred by them that are related to such legal action, including the cost of collection. This obligation is expressly intended for the benefit of such owners, design professionals, and their employees.

2.3.3.2 Proposer's resources, including but not limited to the financial ability to complete the Contract successfully and on time and the experience, adequacy, and numbers of Proposer's work force.

2.3.3.3 Proposer's compliance with federal, state, and local laws, rules, and regulations, including but not limited to the Occupational Safety and Health Act.

2.3.3.4 The foregoing information with respect to any of the subcontractors that Proposer intends to use on the Project.

2.3.3.5 Proposer's participation in a drug-free workplace program through the Ohio Bureau of Workers Compensation or a program approved by the Bureau of Workers Compensation.

2.3.3.6 Other essential factors, as determined by the Owner.

2.3.4 Upon request of the Owner, the Proposer will complete and submit to Owner, within three (3) days of the request, the following documents:

2.3.4.1 The list of all proposed subcontractors, suppliers, and manufacturers.

2.3.4.2 A proposed schedule for the Work.

2.3.4.3 A proposed schedule of values, allocating the breakdown of labor and material for the Project, including the sum for each, on AIA Documents G702 and G703, or another form acceptable to the Owner.

2.3.5 After approval by Owner of the list of proposed subcontractors, suppliers, and manufacturers submitted by the successful Proposer, the list may not be changed unless written approval of the change is authorized by Owner. Failure to timely submit requested information may result in the determination that Proposer's Proposal is not in the best interest of the Owner.

2.3.6 By submitting its Proposal, the Proposer agrees that Owner's determination of which Proposal is in the best interest of Owner will be final and conclusive, and that if the Proposer, or any person at Proposer's urging, directly or indirectly challenges such determination in any legal proceeding and such challenge is not successful, Proposer will reimburse Owner for all legal fees and expenses incurred by Owner that are related to such challenge, including the cost of collection.

2.4 Negotiation of Contract.

2.4.1 The Owner may negotiate a contract with the Selected Proposer.

2.4.2 A copy of the Agreement and associated Contract Documents that will be used for the Project is included with this Request for Proposals.

2.4.2.1 If the Proposer would like to propose any modifications to the Agreement provided with this Request for Proposals, the Proposer must submit with its Proposal its proposed modification

language as part of its completed Proposal with specificity (identifying paragraph numbers and language changes) on a separate page titled "Proposed Modifications to the Agreement." Proposed modifications submitted after the Response Deadline will not be considered by the Owner. Any proposed modifications may be taken into account in determining whether the Proposal is in the best interest of the Owner. The Owner will determine, in its sole discretion, whether any proposed modifications to the Agreement will be accepted.

2.4.3 If for any reason the Owner and Selected Proposer are unable to negotiate and execute the Agreement, the Owner may suspend negotiations with the Selected Proposer and initiate negotiations with the next Proposer determined to be in the Owner's best interest, and so on, until the contract is fully executed, or the Owner rejects all Proposals.

Article 3 — Additional Instructions

3.1 Questions

3.1.1 All questions must be submitted in writing to: Veronica Reinhart, Treasurer, vreinhart@mcspresidents.org at least 4 days prior to the Response Deadline. The questions and answers will be emailed to all individuals and firms that were provided with a copy of the Request for Proposals.

3.1.2 The Owner may also email other Project-related information to the individuals and firms that were provided with a copy of the Request for Proposals.

3.1.3 Addenda.

3.1.3.1 Should any question prompt the Owner to amend the Request for Proposal, a notice will be sent to all individuals and firms that were provided with a copy of the Request for Proposals. Addenda will be deemed to have been validly given if emailed or otherwise furnished to each Proposer's contact person of record.

3.1.3.2 When an Addendum to this Request for Proposal is necessary less than three days before the Proposal deadline, the Owner may extend the Proposal deadline through an announcement via email. The Owner will make reasonable attempts to contact all necessary individuals.

3.2 Proposal Certifications

3.2.1 By submitting a Proposal, the Proposer certifies to the Owner that:

3.2.1.1 the Proposer has carefully reviewed the Project site and Contract Documents to become familiar with the requirements for the Work and has included all costs necessary to provide labor and materials for the Work in its Proposal, including incidentals, whether or not specifically called for in the Contract Documents and to become familiar with the limitations and conditions related to the Work covered by the Proposal and has included in the Proposal a sum to cover the cost of such items;

3.2.1.2 the Proposer is not the subject of an unresolved finding for recovery issued by the Auditor of State under ORC Section 9.24;

3.2.1.3 the Proposer is not debarred under ORC Section 153.02;

3.2.1.4 the Proposer has not been found by a court to be in default of a judgment or breach of settlement agreement; and

3.2.1.5 the Proposer has not violated ORC Section 3517.102 by exceeding allowable campaign contributions.

3.3 Cancellation and Rejection; Waiver of Minor Irregularities

3.3.1 The Owner may reject all Proposals and cancel all or any portion of this solicitation at any time for any reason. The Owner will have no liability to any Proposer arising out of any cancellation of this solicitation or rejection of any related submission.

3.3.2 The Owner shall reject a Proposal if the Owner determines that:

3.3.2.1 the Contract cannot be awarded under ORC Section 9.24 because the recommended Proposer has a finding for recovery issued by the Auditor of State, and the finding for recovery is unresolved;

3.3.2.2 the recommended Proposer is debarred under ORC Section 153.02;

3.3.2.3 the recommended Proposer has violated ORC Section 3517.102 by exceeding allowable campaign contributions; or

3.3.2.4 the Owner has determined that the Proposer intended to engage in collusion with intent to defraud or other illegal practices.

3.3.3 The Owner may waive minor irregularities in its sole discretion.

3.4 Proposal Revision. The Owner may request a Proposer submit a revised Proposal to clarify any questions which may arise while evaluating the Proposals. If the Owner requests a clarification of any Proposal, the Proposer must submit the clarification in writing to the Owner within 3 business days.

3.5 Proposal Withdrawal. If the Selected Proposer withdraws its proposal after selection, the Owner may award the Contract to the firm next determined to be in the Owner's best interest.

3.6 Applicable Law and Forum. The rights of any Proposer or any party to a subsequent Agreement shall be governed by Ohio law, and only the Court of Common Pleas of the County in which the Project is located shall have jurisdiction over any action or proceeding related to the Proposal or any subsequent Agreement. The Proposer irrevocably consents to that jurisdiction.

3.7 Public Records. Pursuant to ORC Section 9.28, documents submitted to the Owner in response to this Request for Proposal will not be available for public inspection under ORC Section 149.43 until after the Owner either enters into a contract for the Work or cancels this Request for Proposals.

Article 4 — Attachments

4.1 Attachment 1. Proposal Form

4.2 Attachment 2. Exhibit A – Federal Contract Provisions for Non-Federal Entity Contracts Under Federal Award

4.3 Attachment 3. Exhibit B Davis-Bacon Contract Provisions

Attachment 1: Proposal Form

Proposer's Name: _____

Proposer's Address: _____

Principal Contact: _____

Telephone Number: _____

Email Address: _____

Federal Tax ID Number: _____

Date Submitted: _____

Article 1 — Pricing Proposal

1.1 Please include pricing for the following in Contractor's Pricing Proposal:

1.1.1 See attached item list and provide the per unit price for each item.

Article 2 — Addenda

2.1 Receipt of the following Addenda is hereby acknowledged:

Addendum No. _____	Date: _____
Addendum No. _____	Date: _____
Addendum No. _____	Date: _____

Article 3 — Proposer's Certifications

3.1 Proposer hereby acknowledges that the following representations in this Proposal are material and not mere recitals:

3.1.1 Proposer has read and understands the Contract Documents and agrees to comply with all requirements of the Contract Documents.

3.1.2 Proposer represents that the Proposal is based upon the Contract Documents, including but not limited to any drawings and specifications provided.

3.1.3 Proposer has visited the Project site, become familiar with local conditions and has correlated personal observations about the requirements of the Contract Documents. Proposer has no outstanding questions regarding the interpretation of the Contract Documents based upon what it has observed and could reasonably have been expected to have observed.

3.1.4 Proposer has carefully reviewed the Project site, and any drawings and specifications that have been provided to become familiar with the requirements for the Work and has included all costs necessary to provide labor and materials for the Work in this Proposal, including incidentals, whether or not specifically called for and to become familiar with the limitations and conditions related to the Work covered by the Proposal and has included in this Proposal, a sum to cover the cost of such items.

3.1.5 Proposer and each person signing on behalf of Proposer certify, and in the case of a joint or combined proposal, each party thereto certifies as to such party's organization, under penalty of perjury, that to the best of the undersigned's knowledge and belief:

3.1.5.1 the Proposal amount, any Unit Prices and any Alternate items in the Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition as to any matter relating to such Base Proposal, Unit Prices or Alternate Items with any other Proposer;

3.1.5.2 unless otherwise required by law, the Proposal amount, any Unit Prices and any Alternate items in the Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to the proposal opening, directly or indirectly, to any other Proposer who would have any interest in the Proposal amount, Unit Prices or Alternate items; and

3.1.5.3 no attempt has been made or will be made by the Proposer to induce any other individual, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

3.1.5.1 the Proposer is not the subject of an unresolved finding for recovery issued by the Auditor of State under ORC Section 9.24 or that Proposer has taken the appropriate remedial steps required under Section 9.24, ORC, or otherwise qualifies under this section;

3.1.5.2 the Proposer is not debarred under ORC Section 153.02;

3.1.5.3 the Proposer has not been found by a court to be in default of a judgment or breach of settlement agreement; and

3.1.5.4 the Proposer has not violated ORC Section 3517.102 by exceeding allowable campaign contributions.

3.1.6 Proposer will enter into and execute the Agreement with the Owner, if an Agreement is awarded on the basis of this Proposal.

3.1.7 Proposer certifies that the upon the award of an Agreement, the Proposer will make a good faith effort to ensure that all of the Proposer's employees, while working on the site of the Project, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

3.1.8 Proposer agrees to furnish any information requested by the Owner to evaluate the experience, resources, and qualifications of the Proposer.

Signed and Submitted:

Proposer's Name

By: _____
Signature

Printed Name & Title

Date

Harrison Elementary School

QTY	Description	Unit Price	TOTAL
21	Marsh 4' x 6' Porcelain White Board, Pen Tray, 1" Tack Strip (PR406-1460-MOD)		
19	Marsh 4' x 4' Porcelain White Board, Pen Tray, 1" Tack Strip (PR404-1460-MOD)		
1	Marsh 4' x 3' Porcelain White Board, Pen Tray, 1" Tack Strip (PR404-1460-MOD)		
25	Chief Large, Tilting, Universal Wall-Mount with Micro-Adjust (LTM1U)		
24	BenQ65" Interactive Flat Panel, 4K Resolution, Wifi Dongle, Antibacterial Screen, Built-in Sound Bar, Built-In Android Processor (RP6502)		
3	C2G 25' Universal Power Cable (14719)		
2	Covid 35' Active USB Cable (USBAB-35ACT)		
1	C2G VGA, 3.5mm, & Keystone W.P. (40544 & 28751)		
1	Panduit		
1	Samsung 65" 4K LED Commercial-Grade TV (BE65T-H)		
1	C2G 25' Active HDMI Cable (41413)		
1	C2G HDMI Wall-Plate (39870)		
1	TV Armour Gymnasium Enclosure, Polycarbonate Front Panel		
1	Installation – At Davis Bacon Prevailing Wage Rate		
Subtotal			

Hayes Elementary School

QTY	Description	Unit Price	TOTAL
20	Marsh 4' x 8' Porcelain White Board, Pen Tray, 2" Tack Strip (PR408-1460-MOD)		
1	Marsh 4' x 6' Porcelain White Board, Pen Tray, 2" Tack Strip (PR406-1460-MOD)		
21	Marsh 4' x 4' Porcelain White Board, Pen Tray, 2" Tack Strip (PR404-1460-MOD)		
17	Marsh 4' x 4' Tac Board (AN404-1400-MOD)		
22	Chief Large, Tilting, Universal Wall-Mount with Micro-Adjust (LTM1U)		
21	BenQ65" Interactive Flat Panel, 4K Resolution, Wifi Dongle, Antibacterial Screen, Built-in Sound Bar, Built-In Android Processor (RP6502)		
2	Covid 50' Active USB Cable (USBAB-50ACT)		
1	Panduit		
1	Samsung 65" 4K LED Commercial-Grade TV (BE65T-H)		

1	Power Strip – Long Cord		
1	Installation – At Davis Bacon Prevailing Wage Rate		
Subtotal			

Harding High School

QTY	Description	Unit Price	TOTAL
60	Marsh 4' x 8' Porcelain White Board, Pen Tray, 2" Tack Strip (PR408-1460-MOD)		
4	Marsh 4' x 6' Porcelain White Board, Pen Tray, 2" Tack Strip (PR406-1460-MOD)		
1	Marsh 4' x 4' Porcelain White Board, Pen Tray, 2" Tack Strip (PR404-1460-MOD)		
1	Marsh 4' x 6' Porcelain Double-Sided White Board on Cart (RA-46CK2K2)		
6	Peerless Static Height Mobile Cart with Electric and Laptop Tray (SR598, ACC-MS, & ACC320)		
67	Chief Large, Tilting, Universal Wall-Mount with Micro-Adjust (LTM1U)		
2	BenQ 75" Interactive Flat Panel, 4K Resolution, Wifi Dongle, Antibacterial Screen, Built-in Sound Bar, Built-In Android Processor (RP7502)		
71	BenQ 65" Interactive Flat Panel, 4K Resolution, Wifi Dongle, Antibacterial Screen, Built-in Sound Bar, Built-In Android Processor (RP6502)		
9	C2G 25' Universal Power Cable (14719)		
3	C2G 35' VGA with Audio (50229)		
1	Covid 75' Active USB Cable (USBAB-75ACT)		
26	Covid 35' Active USB Cable (USBAB-35ACT)		
10	Covid 25' Active USB Cable (USBAB-25ACT)		
8	C2G VGA, 3.5mm, & Keystone W.P. (40544 & 28751)		
1	Panduit		
1	Installation - At Davis Bacon Prevailing Wage Rate		
Subtotal			

Exhibit A

Federal Contract Provisions

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

The Education Department of General Administrative Regulations (EDGAR) are the federal regulations that govern all federal grants awarded by the U.S. Department of Education on or after December 26, 2014 to local districts (LEAs) and charters including State-administered programs. All recipients of federal grant dollars must comply with these rules. All provisions provided below are hereby incorporated by reference into the Owner-Contractor Agreement ("Agreement") and by entering into this Agreement, Contractor certifies the following:

Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

(A) Contracts for more than the simplified acquisition threshold, currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Rule (A) above, the Owner reserves all rights and privileges under the applicable laws and regulations with respect to this procurement process in the event of breach of contract by either party.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

Pursuant to Rule (B) above, Owner reserves the right to terminate any agreement resulting from this procurement process pursuant to Article 10 of the Owner-Contractor Agreement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Rule (C) above, this provision is hereby incorporated by reference into the Agreement.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current

prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Rule (D) above, Contractor will follow all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Rule (E) above, Contractor certifies that Contractor will follow all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of the Agreement.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Rule (F) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements referenced in Rule (F) above.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Rule (G) above, Contractor certifies that during the term of the Agreement, Contractor agrees to comply with all applicable requirements as referenced in Rule (G) above.

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Rule (H) above, Contractor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Rule (I) above, as applicable, Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

Record Retention Requirements

Contractor certifies that during the term of the Agreement, Contractor will comply with the record retention requirements detailed in 2 CFR § 200.333. The Contractor further certifies that all records will be retained as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Energy Policy and Conservation Act Compliance

To the extent applicable, Contractor certifies that during the term of the Agreement, Contractor will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

Buy American Provisions Compliance

To the extent Contractor has agreed to comply with applicable provisions of the Buy American Act with a particular public entity, Contractor certifies that Contractor is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act shall follow the applicable procurement rules calling for free and open competition.

Recovered Materials (2 C.F.R. § 200.322)

Contractor agrees to the extent practical it complies with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

Access to Records (2 C.F.R. § 200.336)

Contractor agrees that duly authorized representatives of the Agency shall have access to any books, documents, papers and records of Contractor that are directly pertinent to Contractor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion relating to such documents.

Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment

Contractor, nor its subcontractors shall provide or install equipment, services, or systems that uses "covered telecommunications equipment or services" as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, "covered telecommunications equipment" is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); telecommunications or video surveillance services provided by such entities or using such equipment; or telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Complying with Federal, State, and Local Laws

Contractor agrees to comply with federal, state, and local laws, rules, regulations, and ordinances, as applicable. It is further acknowledged that Contractor certifies compliance with provisions, laws, acts, regulations, etc. as noted above.

Energy Conservation (34 C.F.R. § 75.616(c))

Contractor agrees to comply with US Department of Education regulation at 34 CFR 75.616(c) which requires the use of American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) standards for Heating, Ventilation, and Air Conditioning (HVAC) projects.

Domestic Preference (2 C.F.R. § 200.322)

Contractor agrees to comply with the requirements for Domestic Preference in construction materials and supplies where applicable (2 CFR 200.322).

Assurances for Construction and Other Capital Expenditures

Contractor agrees that the project will begin in a reasonable time period and Contractor will have the final plans approved before the construction is advertised or placed on the market for bidding (34 CFR 75.605). Contractor agrees the project will be completed in a reasonable time period consistent with the approved plans and specification (34 CFR 75.606). Contractor represents that the proposed construction is functional, economical, and not elaborate in design or extravagant in the use of materials as compared to other facilities in the State or other applicable geographic area (34 CFR § 75.607).

Preservation of Historic Sites (34 CFR § 75.602)

Contractor represents it has considered the probable effects of proposed construction on any district, site, building, or structure that is included or eligible for inclusion in the National Register of Historic Places.

Health, Safety, and Disability Compliance (34 CFR §§75.609 and 75.610)

Contractor represents that it has reviewed the plans and designs for the improvement against Federal, State, and local health standards including Federal requirements regarding access by persons with disabilities, and it confirms project plans and designs comply with applicable Federal, State and local health and safety standards, as well as Federal requirements regarding access by persons with disabilities, as required by (34 CFR §§75.609 and 75.610).

This certification shall be effective through the term of the Contractor's Agreement.

Exhibit B

Davis-Bacon Contract Provisions

In accordance with 29 CFR Part 5, the following Definitions and Contract Provisions are applicable to the Agreement and are hereby incorporated into the Contract Documents. In the event of a conflict between these Definitions and Contract Provisions and any other provision of the Agreement, the stricter requirement applies.

Definitions

The definitions set forth in 29 C.F.R. § 5.2 apply to the Contract Provisions contained herein. Such definitions are to be read in addition to, and not in exclusion of, any definitions set forth in the Agreement, General Conditions, or other Contract Documents.

Contract Provisions

(a) The following clauses are hereby incorporated into the Agreement, and the Construction Manager shall insert such clauses in full into its Subcontracts:

(1) Minimum wages.

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), 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 C.F.R. 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.

(ii) (A) The contracting officer 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. The contracting officer shall approve 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 contracting officer 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 contracting officer to the Administrator of the Wage and Hour Division, 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 contracting officer or will notify the contracting officer 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 contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, 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 Federal Agency or Owner shall upon its own action or 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 (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Federal 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 (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). 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 C.F.R. § 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 Federal Agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. 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 Federal Agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the Federal Agency, 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 sponsoring government agency (or the applicant, sponsor, or owner).
- (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 C.F.R. Part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 C.F.R. 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 C.F.R. 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 Federal Agency 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 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 C.F.R. § 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 C.F.R. § 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 C.F.R. Part 30.
- (5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 C.F.R. 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 C.F.R. § 5.5(a)(1) through (10) and such other clauses as the Federal Agency may by appropriate instructions require, 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 C.F.R. § 5.5.
- (7) Contract termination: debarment. A breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 C.F.R. § 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 C.F.R. 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 C.F.R. Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, 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 C.F.R. § 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 C.F.R. § 5.12(a)(1).
 - (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.
- (b) Contract Work Hours and Safety Standards Act. If the Contract Sum is in an amount in excess of \$100,000, and the Work is subject to the overtime provisions of the Contract Work Hours and Safety Standards Act, the follow provisions shall apply. Additionally, the Construction Manager shall include these provisions in full in all Subcontracts in excess of \$100,000 which are subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. The provisions in these clauses are in addition to the clauses provided above in subsection (a). As used in this paragraph, 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 therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to 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 (b)(1) of this section, in the sum of \$27 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 Federal Agency or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any 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.
- (c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 C.F.R. § 5.1, the Construction Manager and its Subcontractors 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. Further, the records to be maintained under this paragraph shall be made available by the Construction Manager and its Subcontractors for inspection, copying,

or transcription by authorized representatives of the Federal Agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

- (d) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (e) Debarment and Suspension (Executive Orders 12549 and 12689)—Contractor warrants that it is not listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (f) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractor and any subcontractors certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

"General Decision Number: OH20210067 10/29/2021

Superseded General Decision Number: OH20200067

State: Ohio

Construction Type: Building

Counties: Holmes and Marion Counties in Ohio.

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

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	01/15/2021
2	02/12/2021
3	04/09/2021
4	04/30/2021
5	06/18/2021
6	07/30/2021
7	10/29/2021

* BROH0040-001 06/01/2021

	Rates	Fringes
BRICK POINTER/CAULKER/CLEANER.....	\$ 31.93	22.54
TILE FINISHER.....	\$ 28.68	22.54
TILE SETTER.	\$ 31.93	22.54

 CARP0373-001 05/01/2019

	Rates	Fringes
SOFT FLOOR LAYER.....	\$ 26.30	17.91

 ELEC0038-004 04/26/2021

	Rates	Fringes
ELECTRICIAN (HVAC/Temperature Controls Installation Only)	\$ 40.63	21.74

FOOTNOTES;

- a. 6 Paid Holidays: New Year's Day; Memorial Day; July 4th; Labor Day; Thanksgiving Day; & Christmas Day
- b. 1 week's paid vacation for 1 year's service; 2 weeks' paid vacation for 2 or more years' service

 ELEV0037-003 01/01/2021

	Rates	Fringes
ELEVATOR MECHANIC	\$ 54.83	35.83

PAID HOLIDAYS:

- a. New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, and Christmas Day.
 - b. Employer contributes 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; 6% for less than 5 years' service.
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ENGI0018-023 05/01/2019

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Crane	\$ 37.14	15.20
Forklift.	\$ 35.98	15.20

IRON0550-011 05/01/2021

	Rates	Fringes
IRONWORKER (Ornamental and Structural)....	\$ 30.17	21.08

LABO0500-004 07/01/2019

	Rates	Fringes
LABORER		
Mason Tender - Cement/Concrete	\$ 27.43	13.95

PAIN0841-004 08/01/2020

	Rates	Fringes
PAINTER (Drywall Finishing/Taping Only)		
Drywall Taper	\$ 28.08	14.02

PLAS0132-014 07/01/2020

	Rates	Fringes
PLASTERER.....	\$ 25.90	15.50

PLUM0050-009 10/05/2020

	Rates	Fringes
PIPEFITTER (Excludes HVAC Pipe Installation).....	\$ 42.58	28.01

ROOF0044-003 04/25/2021

	Rates	Fringes
ROOFER.....	\$ 35.35	20.08

SHEE0033-042 05/01/2019

	Rates	Fringes
SHEET METAL WORKER (Excluding HVAC Duct and Unit Installation)	\$ 37.93	24.61

* UAVG-OH-0003 01/01/2019

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 31.86	19.13

* UAVG-OH-0004 01/01/2019

	Rates	Fringes
BRICKLAYER	\$ 31.10	17.80

* UAVG-OH-0005 01/01/2018

	Rates	Fringes
CARPENTER (Drywall Hanging and Metal Stud Installation Only).	\$ 25.49	15.67
CARPENTER: PILEDRIVERMAN.....	\$ 30.06	17.61

* UAVG-OH-0006 01/01/2019

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	\$ 29.43	18.70

* UAVG-OH-0007 01/01/2019

	Rates	Fringes
IRONWORKER, REINFORCING	\$ 28.57	21.10

* UAVG-OH-0008 01/01/2019

	Rates	Fringes
LABORER: Mason Tender – Brick	\$ 27.81	11.24

* UAVG-OH-0009 01/01/2019

	Rates	Fringes
PIPEFITTER (HVAC Pipe Installation Only).....	\$ 39.31	24.23

* UAVG-OH-0010 01/01/2018

	Rates	Fringes
SHEET METAL WORKER (HVAC Duct Installation Only)	\$ 31.53	26.35

* UAVG-OH-0011 01/01/2018

	Rates	Fringes
SHEET METAL WORKER (HVAC Unit Installation Only)	\$ 30.03	25.53

SUOH2012-069 08/29/2014

	Rates	Fringes
CARPENTER (Excluding Drywall Hanging and Metal Stud Installation, and Soft Floor Laying).	\$ 23.19	10.50
ELECTRICIAN (Low Voltage Wiring Only)	\$ 20.91	8.20
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of HVAC/ Temperature Controls	\$ 29.72	15.79
LABORER: Common or General.....	21.76	8.29
LABORER: Pipelayer	\$ 18.37	4.79
OPERATOR: Backhoe/Excavator/Trackhoe.	\$ 30.20	12.96

OPERATOR: Bobcat/Skid Steer/Skid Loader	\$ 20.56	7.13
OPERATOR: Bulldozer	\$ 24.19	8.24
OPERATOR: Loader	\$ 19.87	5.91
OPERATOR: Paver (Asphalt, Aggregate, and Concrete)	\$ 25.85	10.42
OPERATOR: Roller	\$ 22.16	8.07
PAINTER (Brush and Roller)	\$ 20.91	10.49
PLUMBER	\$ 32.69	18.70
SPRINKLER FITTER (Fire Sprinklers)	\$ 28.89	10.53
TRUCK DRIVER: Dump (All Types)	\$ 18.88	4.14

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

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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



ND OF GENERAL DECISION"