

GLEAMNS HUMAN RESOURCES COMMISSION

November 9, 2011

COUNTIES SERVED

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

REQUEST FOR SEALED PROPOSALS

IRRIGATION SYSTEM FOR MAYS SITE AT GLEAMNS

SOLICITATION NUMBER: P07-01-11

TYPE OF CONTRACT: FIRM-FIXED PRICE

PROPOSAL DUE DATE & TIME: 4:00PM, NOVEMBER 28, 2011

ON NOVEMBER 28, 2011@ 4:00PM, ONLY CONTACTORS NAMES WILL BE READ ALOUD, ACKNOWLEDGING RECEIPT OF THEIR PROPOSALS. NO PROPOSALS WILL BE OPENED AT THAT TIME.

NUMBER OF COPIES TO SUBMIT: ONE (1) ORIGINAL

SUBMIT YOUR SEALED PROPOSALS TO:

GLEAMNS HUMAN RESOURCES COMMISSION
ATTN: PURCHASING
P O BOX 1326
GREENWOOD SC 29648
OR
237 N HOSPITAL ST
GREENWOOD SC 29646

MARK PROPOSALS WITH 'SOLICITATION NUMBER: P07-01-11' IN

FOR QUESTIONS TO THIS SOLICITATION, CONTACT CHARLES VAUGHN @ cvaughn@gleamnshrc.org OR 864/229-8806.

Executive Offices

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

GENERAL INFORMATION

GLEAMNS Human Resources Commission, heretofore known as Agency, invites you to submit a sealed proposal in accordance with the requirements of this solicitation as follows:

This request for proposals does not commit the Agency to award a contract, to pay any costs incurred in the preparation of the proposal, or to procure or contract for the activities, goods or services described. The Agency reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified contractors, to vary the provisions of a request at any time prior to the execution of the contract, or to cancel in part or in whole this request, if it is in the best interest of the Agency.

Each Vendor will be required to submit three (3) references which would include a name, address, telephone number, mobile number, email address, and general description of similar agreements and services performed in the past two (2) years.

Proposals will not be reviewed if they are late or not responsive, i.e., not containing all requested specifications, costs and other information, and submitted in the manner prescribed.

The proposals will be reviewed solely on the material they contain. No modifications, additions, or substitutions to any proposals will be accepted from offertory after the closing date and time.

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

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

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

All offertory are to submit (1) ORIGINAL proposal.

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

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

The Agency reserves the right to disqualify (with reason) a vendor from the qualified contractors list.

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

The Agency reserves the right to seek appropriate administrative, contractual, or legal

remedies in instances in which vendors violate or breach contract terms.

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

EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

For all contracts or sub-grants of \$100,000 or more, the Agency shall obtain from the contractor a certification that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer of employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352.

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

For all contracts in excess of the small purchase threshold fixed at 41 U.S.C. 403(11), (\$100,000 in 2005) the Agency shall obtain from the contractor a certification that neither the contractor nor any of its principal employees are listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

DRUG-FREE WORK PLACE CERTIFICATION: By submitting a proposal, Vendor certifies that, if awarded a contract, Contractor will comply with all applicable provisions of The Drug-Free Workplace Act.

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

OCCUPATIONAL HEALTH & SAFETY ACT: The successful contractor has the responsibility for the overall compliance with the OSHA regulation and code.

TAXES: 7% South Carolina sales tax shall be listed as a separate line item on proposal for all equipment and supplies/materials.

DAVIS-BACON ACT

Davis-Bacon Act must be followed according to the provisions set forth below. Prevailing wage rates, payroll reporting forms and instructions are attached to this Request for Sealed Proposals. Vendor must also provide payroll registers or copies of laborers' pay stubs for weeks worked as additional certification that laborers' rates of pay and fringe benefits met or exceeded prevailing wage rates and fringe benefits set forth by the Department of Labor.

All contractors awarded construction contracts with Federal Funds exceeding \$2,000 must comply with the Davis-Bacon Act and must enter into an agreement similar to the "Draft" copy herein:

Contract Addendum

DAVIS BACON ACT

This addendum is agreed to by _____ Vendor _____ and GLEAMNS Human Resources Commission as of the _____ day of _____, 2010 until the termination of the original agreement.

The Vendor hereby agrees to adhere to the following;

(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 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 vendor 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 Sec. 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 subcontractor 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, 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 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 vendor, 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 Agency 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 vendor under this contract or any other Federal contract with the same prime vendor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime vendor, 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 Agency may, after written notice to the vendor, 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 last four digits of each worker's social security number, 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 vendor 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. Contractor 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 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 agency. The payrolls submitted 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 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. Contractor and subcontractor shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the agency if the agency is a party to the contract, but if the agency is not such a party, the vendor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the agency, the vendor, 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 vendor 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 Sec. 5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under Sec. 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 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 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 that 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 Federal agency may by appropriate instructions require, and also a clause requiring the subcontractor 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 and 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 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.

(b) Contract Work Hours and Safety Standards Act. The Agency Head shall cause or require the contracting officer to insert the following clauses set forth in paragraphs (b) (1), (2), (3), and (4) of this section in full in 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. These clauses shall be inserted in addition to the clauses required by Sec. 5.5(a) or 4.6 of part 4 of this title. 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 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 (b) (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 Agency 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 subcontractor 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 Sec. 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that 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. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Agency and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

Agreed to by:

Vendor

Date

Agency Representative

Date

QUESTIONS FROM CONTRACTORS: Any prospective vendor desiring an explanation or interpretation of the solicitation must be in writing. Questions must be received five (5) days prior to deadline date/time. All questions should be directed to Charles Vaughn, Purchasing Manager @ cvaughn@gleamnshrc.org, faxed to 864/223-9456 or mailed to P O Box 1326, Greenwood SC 29648. Label any communication regarding your questions with the name of the Purchasing Manager, and the solicitation title and number. **ORAL EXPLANATIONS OR INSTRUCTIONS WILL NOT BE BINDING.** Any information given a prospective contractor concerning a solicitation will be furnished promptly to all other prospective contractors as an Amendment to the Solicitation.

AMENDMENT TO THE SOLICITATION: The solicitation may be amended at any time prior to opening. All vendors should check for amendments. It shall be the vendor's responsibility to insure that amendments have been received and acknowledged on the provided form:

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

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

AWARD NOTIFICATION: Notice regarding any award or cancellation of award will be sent to all vendors who submitted a proposal.

COMPLIANCE WITH LAWS: During the term of this contract, contractors and all sub-contractors shall comply with all applicable provisions of laws, codes, ordinances, rules, regulations, and tariffs. All standards of the Department of Energy must also be applied during the term of this contract.

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

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

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

INTRODUCTION

The Agency is a public non-profit human service agency chartered in February 1966. The purpose of this Corporation is to implement activities under the Economic Opportunity Act of 1964, PL 88-452, the Omnibus Budget Reconciliation Act of 1981 and subsequent related legislation to aid in improving education, economic opportunities, living environment and general welfare of the people living in Abbeville, Anderson, Edgefield, Fairfield, Greenwood, Laurens, Lexington, McCormick, Newberry, Oconee, Pickens, Richland and Saluda counties of South Carolina. The goal of this Corporation is the elimination of poverty by reducing the barriers which prevent low-income persons from improving themselves and to promote self-sufficiency through the development of programs funded by state and federal agencies.

INTRODUCTION – MAYS SITE

The project to restore and interpret the Benjamin E. Mays home is now complete. The site highlights the contributions of Dr. Mays to the dialogue about education and race in the United States and is a key focal point of understanding the struggle for civil rights in the American South. The Dr. Benjamin E. Mays Historical Preservation Site is THE destination for individuals and groups interested in learning about the life of Dr. Mays and his African American experience in South Carolina.

SCOPE OF WORK

Agency seeks seal proposals to install an irrigation system on the Mays Site. Irrigation system must be controlled by a Rain Bird system or an approved alternate. Orange spray paint has been used to mark the areas of coverage. All areas inside orange markings shall be irrigated. Some areas are bordered by a fence line. There are a total of three areas: one large area which includes three buildings; and two separate areas are marked in the rear of the property, which consist of a vegetable and cotton growing garden. Some water lines will need to be installed underneath sidewalks. Flower beds around buildings must be irrigated but can be irrigated from across a sidewalk to prevent unnecessary trenching underneath sidewalks. Irrigating from across a sidewalk must be designed in a way that water does not reach wood or building materials of buildings. Agency will be responsible for installation of water meter. Contractor will connect main irrigation line to meter once installed by CPW. Contractor will be responsible for complete system design and setup. Agency prefers local irrigation system companies with local technicians/repairpersons which, in case of emergency repairs, will keep down times to minimal hours within a day. Vendors must submit sketches showing locations of heads, lines, etc. Awarded vendor must submit manual to irrigation system and keys at completion of job. Job must be completed with professionalism and all areas must be cleaned and free of related debris at completion of job.

QUALIFICATIONS OF VENDORS

Vendors must have in-house staff who are knowledgeable of system design and setup and have in-house staff capable of making repairs.

CERTIFICATION OF VENDORS

Agency prefers vendors who are certified dealers/contractors of the irrigation controller system of which they install and maintain.

COMPENSATION

At completion of services, Contractor will submit to the Agency a completed invoice and mailed to: GLEAMNS HRC, Attn: Accounts Payable, P O Box 1326, Greenwood SC 29648. The work is not considered complete until the CEO or designee has approved a final inspection of completed work. If all work is completed satisfactorily, invoices will be paid within thirty (30) days of receipt of invoices. If work is not completed satisfactorily, the CEO or designee will contact Contractor to negotiate corrective repairs and/or costs.

WARRANTY OF SERVICES

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

CONTRACT ADMINISTRATOR

The contract administrator for this project shall be Charles Vaughn and can be contacted via email at cvaughn@gleamnshrc.org.

AWARD OF CONTRACT

Award will be made to the successful contractors following an evaluation process. The Agency will award a contract to the responsible and responsive vendors submitting an offer. Said notice shall constitute acceptance of the successful vendor's proposal. The Agency will notify all vendors after awards for contracts have been made. The Agency reserves the right to reject the proposal of any vendor where the available evidence or information does not satisfy the Agency that the vendor is qualified to carry out the terms of the contract.

CONTRACT PERIOD

Contractor needs to be able to start and complete job by December 21, 2011. Agency must issue remittance for services no later than December 29, 2011.

RATES

Firm, fixed price for job shall remain firm for the contract period.

PROPOSALS

A three-page Proposal Form (ATTACHMENT A) including request for three references who received vendor's similar services in the last two years, is attached to the end of this Request for Sealed Proposals and must be used as offer or Offeror can submit any other form as long as format is the same. The Agency reserves the right to issue supplementary information during the proposal preparation period. All proposals become the property of the Agency and will be kept confidential until after an award of the successful Offerors is made. Thereafter, they will be kept on file for a period of 3 years. If the Offerors believe any portion of their proposals to be proprietary information, they must specify in their proposals the portions which are considered to be proprietary. All proposals are generally considered to establish contractor offers, not to be withdrawn for ninety (90) days after the date set for proposal acceptance. Once submitted, vendors may only change or withdraw proposals up to the day and time of proposal deadline.

LATE PROPOSALS

The Agency will not accept late proposals and will return any proposal, request for withdrawal or request for modification received after the time and date set for receipt of proposals.

EVALUATIONS

The selection procedure for this procurement requires the evaluation of the proposals be completed by an evaluation committee. The committee will rate each proposal and through these ratings the Agency will recommend the contractors that have submitted a proposal most beneficial to the Agency in accordance with the criteria. Based on these recommendations, the Agency recommends the award of the contracts be made to the vendors and will send notices of the successful vendors. Said notices shall constitute acceptance of the successful vendors' proposals. However, it does not signify that a contractual agreement has been entered into.

CRITERIA FOR TECHNICAL EVALUATION

Criteria to be used by the Agency for the technical evaluation of this specific procurement are listed below. Each evaluation will be reviewed and decisions made in a timely manner.

Evaluation Criteria

<u>Percentage Points</u>	<u>Factors</u>
20%	References
20%	Qualifications/Certification
30%	Proposed services/System design
10%	Number of years in business
20%	Cost

LABOR AND PROCUREMENT REQUIREMENTS

The Vendor and all subcontractors of the vendor shall comply with the labor laws of the State of South Carolina and all other laws, ordinances, and legal requirements affecting the work in city and county of Greenwood.

CONTRACTOR'S LIABILITY INSURANCE

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

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

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

COMMERCIAL GENERAL LIABILITY:

- Liability insurance, minimum \$500,000 coverage
- Workers compensation, minimum \$100,000 coverage, or as required

(4) Required Documentation. (a) Prior to commencement of the work, Contractor shall provide to the Agency a signed, original certificate of liability insurance (ACORD 25). The certificate shall identify the types of insurance, state the limits of liability for each type of coverage, include a provision for 30 days notice prior to cancellation, name every applicable using governmental unit (as identified on the cover page) as a Certificate Holder, provide that the general aggregate limit applies per project, and provide that coverage is written on an

occurrence basis. (b) Prior to commencement of the work, Contractor shall provide to the Agency a written endorsement to the Contractor's general liability insurance policy that (i) names every applicable using governmental unit (as identified on the Cover Page) as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named governmental unit(s) has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Agency as secondary and noncontributory. (c) Both the certificate and the endorsement must be received directly from either the Contractor's insurance agent or the insurance company.

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

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

THE AGENCY'S RIGHTS AND LIABILITIES

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

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

- To set or modify any deadline for the completion of any clarification or negotiation phase of the procurement process.
- To reduce or expand at any time the list of contractors with which the Agency is actively engaged in any clarification or negotiation process, based on the evaluation factors set forth as applied to the state of development of each proposal as revised to such date.

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

EMPLOYMENT OF ALIENS

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

NONDISCRIMINATION

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

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

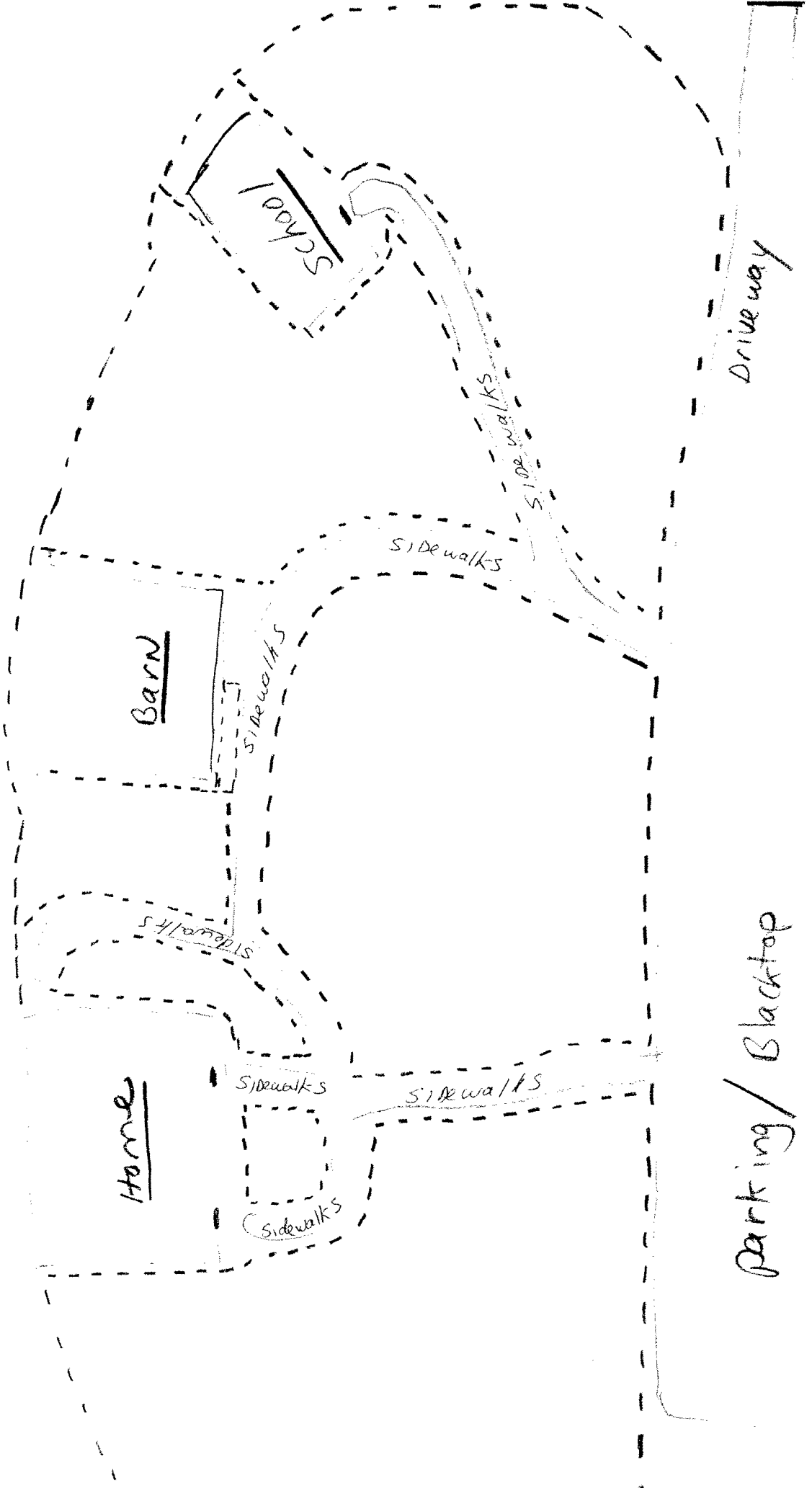
- The Contractor agrees to provide written notice to all recruitment agencies, including employment agencies, placement bureaus, colleges, universities and labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, physical disability, marital status or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

THE AMERICANS WITH DISABILITIES ACT

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

Garden

Cotton Field



GLEAMNS HUMAN RESOURCES COMMISSION

REQUEST FOR SEALED PROPOSALS

IRRIGATION SYSTEM FOR MAYS SITE AT GLEAMNS

SOLICITATION NUMBER: P07-01-11

PROPOSAL SUBMISSION FORM

Name of Business _____

Owner/Operator _____

Address _____

Business Contact Person _____

Telephone No. _____

Mobile No. _____

Fax No. _____

Email Address _____

Years in Business _____

Qualifications/Certification _____

**PROPOSAL SUBMISSION FORM
CONT'D**

Proposed Services/System Design (*Include sketch of property with placement of heads, lines, etc*) _____

REFERENCES

Name _____ Contact No. _____

Address _____

Email Address _____

Description of Services Provided _____

Name _____ Contact No. _____

Address _____

Email Address _____

Description of Services Provided _____

**PROPOSAL SUBMISSION FORM
CONT'D**

REFERENCES – cont'd

Name _____ Contact No. _____

Address _____

Email Address _____

Description of Services Provided _____

AMENDMENTS RECEIVED

Amendment No./Date

Signature

_____/_____

_____/_____

_____/_____

Signature of Representative Submitting Proposal

Date

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

This fact sheet provides general information concerning DBRA.

Coverage

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

Basic Provisions/Requirements

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

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

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

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

Davis-Bacon Wage Determinations

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

Penalties/Sanctions and Appeals

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

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

Typical Problems

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

Relation to State, Local, and Other Federal Laws

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

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

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

Where to Obtain Additional Information

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

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

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

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

INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347

Department of Labor, Wage and Hour Division

General: The use of the WH-347 payroll form is not mandatory. This form has been made available for the convenience of contractors and subcontractors required by their Federal or Federally-aided construction-type contracts and subcontracts to submit weekly payrolls. Properly filled out, this form will satisfy the requirements of Regulations, Parts 3 and 5 (29 CFR, Subtitle A), as to payrolls submitted in connection with contracts subject to the Davis-Bacon and related Acts.

This form meets needs resulting from the amendment of Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay not less than fringe benefits as predetermined by the Department of Labor, in addition to payment of not less than the predetermined rates. The contractor's obligation to pay fringe benefits may be met either by payment of the fringes to the various plans, funds or programs or by making these payments to the employees as cash in lieu of fringes.

This payroll provides for the contractor's showing on the face of the payroll all monies to the employees, whether as basic rates or as cash in lieu of fringes and provides for the contractor's representation in the statement of compliance on the rear of the payroll that he is paying to other fringes required by the contract and not paid as cash in lieu of fringes. Detailed instructions concerning the preparation of the payroll follow:

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

Address: Fill in your firm's address.

Column 1 - Name, Address, and Social Security number of Employee: The employee's full name and Social Security Number must be shown on each weekly payroll submitted. The employee's address must also be shown on the payroll covering the first week in which the employee works on the project. The address need not be shown on subsequent weekly payrolls unless the address changes.

Column 2 - Withholding Exemptions: This column is merely inserted for the employer's convenience and is not a requirement of Regulations, Part 3 and 5.

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

Column 4 - Hours worked: On all contracts subject to the Contract Work Hours Standard Act enter as overtime hours worked in excess of 8 hours per day and 40 hours a week.

Column 5 - Total: Self-explanatory

Column 6 - Rate of Pay, including Fringe Benefits: In straight time box, list actual hourly rate paid the employee for straight time worked plus in cash in lieu of fringes paid the employee. When recording the straight time hourly rate, any cash paid in lieu of fringes may be shown separately from the basic rate, thus \$3.25/.40. This is of assistance in correctly computing overtime. See "Fringe Benefits" below. In overtime box shown overtime hourly rate paid, plus any cash in lieu of fringes paid the employee. See "Fringe Benefits" below. Payment of not less than time and one-half the basic or regular rate paid is required for overtime under the Contract Work Hours Standard Act of

INSTRUCTIONS FOR COMPLETING PAYROLL FORM WH-347

INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347
Department of Labor, Wage and Hour Division
(Page 2)

1962. In addition to paying no less than the predetermined rate for the classification which the employee works, the contractor shall pay to approved plans, funds or programs or shall pay as cash in lieu of fringes amounts predetermined as fringe benefits in the wage decision made part of the contract. See "FRINGE BENEFITS" below.

FRINGE BENEFITS - Contractors who pay all required fringe benefits: A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of labor shall continue to show on the face of the payroll the basic cash hourly rate and overtime rate paid to his employees just as he has always done. Such a contractor shall check paragraph 4(a) of the statement on the reverse of the payroll to indicate that he is also paying to approved plans, funds or programs not less than the amount predetermined as fringe benefits for each craft. Any exceptions shall be noted in section 4(c).

Contractors who pay no fringe benefits: A contractor who pays no fringe benefits shall pay to the employee, and insert in the straight time hourly rate column of the payroll, an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Inasmuch as it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. In addition, the contractor shall check paragraph 4(b) of the statement on the reverse of the payroll to indicate that he is paying fringe benefits in cash directly to his employees. Any exceptions shall be noted in Section 4(c).

Use of Section 4(c), Exceptions

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

Column 7 - Gross Amount Earned: Enter gross amount earned on this project. If part of the employees' weekly wage was earned on projects other than the project described on this payroll, enter in column 7 first the amount earned on the Federal or Federally assisted project and then the gross amount earned during the week on all projects, thus \$63.00/\$120.00.

Column 8 - Deductions: Five columns are provided for showing deductions made. If more than five deduction should be involved, use first 4 columns; show the balance deductions under "Other" column; show actual total under "Total Deductions" column; and in the attachment to the payroll describe the deduction contained in the "Other" column. All deductions must be in accordance with the provisions of the Copeland Act Regulations, 29 CFR, Part 3. If the employee worked on other jobs in addition to this project, show actual deductions from his weekly gross wage, but indicate that deductions are based on his gross wages.

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

INSTRUCTIONS FOR COMPLETING PAYROLL FORM, WH-347
Department of Labor, Wage and Hour Division
(Page 3)

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

Statement Required by Regulations, Parts 3 and 5: While this form need not be notarized, the statement on the back of the payroll is subject to the penalties provided by 18 USC 1001, namely, possible imprisonment of 5 years or \$10,000.00 fine or both. Accordingly, the party signing this statement should have knowledge of the facts represented as true.

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

INSTRUCTIONS FOR COMPLETING PAYROLL FORM WH-347

=====
 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 (29 CFR 5.5(a)(1)(ii)).

 --
 In the listing above, the "SU" designation means that rates
 listed under the
 identifier do not reflect collectively bargained wage and
 fringe benefit
 rates. Other designations indicate unions whose rates have
 been determined
 to be prevailing.

 --
 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.

END OF GENERAL DECISION