



PROCUREMENT DEPARTMENT

Teria G. Sheffield
Procurement Director

SOLICITATION TYPE: Request for Proposals

DATE: 8/19/2024

ID Number: 2942

Title: Audio Visual Equipment for Courtrooms

Due Date/Time: September 18, 2024 at 3:00 p.m.

LATE SUBMITTALS WILL NOT BE ACCEPTED

Opening Location:

Government Center Building
Room 4200
6 S. Congress St., York, SC 29745

Voluntary Pre-Solicitation Site Visit: 9:00 a.m. September 4, 2024

Beginning at: York County Historical Courthouse 1 S Congress St, York, SC 29745 and visiting other sites from there.

Point of Contact: Bryant Cook, Procurement Manager

Questions Deadline: No later than September 12, 2024 at 4:00 p.m.

Tentative Date of Council Approval: October 7, 2024

SECTION 1 SCOPE OF WORK AND SPECIFICATIONS

1.1 Description

The intent of these specifications is to describe the services and hardware needed for proposals from qualified and experienced Offerors for Audio/Visual (A/V) solutions for use by various departments in 20 courtrooms over 9 locations. York County is interested in procuring A/V solutions which can best address the functional and performance requirements as stated in this RFP. York County encourages potential A/V providers to propose systems that use state of the art approaches to A/V. Offerors should propose options which will provide the optimum in system performance, growth, flexibility and reliability. The long-term goal of York County is to position itself to achieve greater efficiencies in the work place, and provide the public greater availability to information. The A/V systems will be used in courtrooms to conduct remote hearings via video conferencing, show evidence, annotate from attorney table, judges' bench, or witness station, create an audio recording record for virtual and in-person hearings, and have the ability to easily integrate with the South Carolina state digital court reporting hardware/software. York County is interested in procuring complete A/V systems which can best address the functional and performance requirements as stated herein.

1.2 Background

York County Government is replacing existing AV equipment and cabling in multiple locations. York County will also be installing video conferencing in all courtrooms.

The buildings are as follows:

1. York County Historical Courthouse – 1 S Congress St, York, SC 29745
2. Hickory Grove Magistrate – 5800 Wylie Ave, Hickory Grove, SC 29717
3. Clover Magistrate – 201a S Main St, Clover, SC 29710
4. Moss Justice Center Building 1 – 1675 York Hwy, York, SC 29745
5. York County Detention Center – 1675 York Hwy #3-A, York, SC 29745
6. York County Bond Court – 1675 York Hwy # 1C, York, SC 29745
7. York County Family Court – 1555 West Main St, Rock Hill, SC 29730
8. York County Heckle Building 2 – 1070 Heckle Blvd, Rock Hill, SC 29732
9. Fort Mill Magistrate – 120 E Elliott St, Fort Mill, SC 29715

York County currently utilizes multiple audio/video technologies throughout various departments and functions, including, but not limited to the following:

1. Courtrooms

- a. Wall mounted flat screen televisions with HDMI connectivity

- b. Touchscreen monitors at attorney tables, clerk, judge, jury box and witness stations
- c. HDMI input at each attorney table
- d. Annotation
- e. Microphones—wireless and wired
- f. Speakers—overhead, desktop, floor mounted, wall mounted
- g. Current speaker placement varies per courtroom location
- h. Touch panels
- i. Document Camera

2. Privacy Rooms/Cry Rooms

- a. Wall mounted monitor with HDMI connectivity
- b. Annotation
- c. Overhead speaker
- d. Volume control
- e. Video Conferencing (Family Court)

3. Detention Cell

- a. Wall mounted monitor with HDMI connectivity
- b. Video Conferencing

1.3 Scope of Work

York County Government desires an Audio/Visual (A/V) Company to provide

consulting, design, and implementation of A/V systems for 20 Courtrooms, 4 privacy rooms/cry rooms, and 1 video conferencing location within the York County Detention Center. York County needs the expertise and guidance of a team of subject matter experts to design and implement A/V systems for a variety of working environments. These working environments include, but are not limited to: meeting rooms, AV rack rooms, courtrooms, jury deliberation rooms, hallways, and detention cells.

York County is looking for an Extron or equivalent control system for the Audio/Visual hardware that will allow end users to easily control their working environment.

The different working environments will require different inputs and/or outputs depending on the location and function.

The following is an overview of the environment functionality:

1. Courtrooms- Monitors for displaying evidence for jurors, witnesses, judges, and audience. Sound amplification and recording for all court proceedings, i.e. video, conference call or in-person hearings. Video conferencing via an Owl or equivalent video conferencing device to be used with WebEx or equivalent on the Judges laptop. Wired and wireless microphones (Handheld, lapel, podium).

a. Requested Equipment:

- i. Extron or equivalent: Transmitters, Receivers, DTP Crosspoint or equivalent matrix mixers, Audio DSP, Audio Amplifier, Video Distribution Amplifier, Touch Panels, Recorder, and Speakers
- ii. Netgear or equivalent: AV Netgear or equivalent Managed Switch with Fiber SFP's for uplink into York County's established network at each location
- iii. Owl or equivalent: Owl Meeting or equivalent, Owl 3 or equivalent with USB-C connectivity
- iv. ViewSonic or equivalent: All Displays; wall mounted or desktop
 - Must also provide wall mounting hardware and desk stand hardware, where applicable
- v. Shure or equivalent: Desktop microphones, ceiling microphones (where applicable), wireless handheld, wireless podium, wireless lapel
- vi. Middle Atlantic or equivalent: AV Rack with APC battery backup unit, lacing bars, motion sensor rack lighting

b. Required for Moss Justice Center, Family Court, Heckle Magistrate Courtrooms, and Historic Courthouse Courtrooms: Probate and Master in Equity Courtroom Locations:

- i. HDMI input at each attorney table
- ii. HDMI input at Judges Bench

c. Required for Bond Court, Fort Mill Magistrate, Clover Magistrate, and Hickory Grove Magistrate

- i. HDMI input at Judges Bench
- ii. HDMI input at clerk location

d. Annotation abilities.

- i. Must also provide touch screen desktop monitors and extra cabling and accessories in proposal.

e. Ring Central integration abilities from each courtroom via touch panel

- i. Must also provide:
 - All hardware for phone system integration within the AV system
 - All programming within touch panels with the ability to save numbers and dial in/out from the touch panel
 - Must ensure audio from Ring Central is being recorded via recorder

- Must ensure audio from Ring Central is being sent to the court reporter's audio feed

f. Document Camera

- i. One document camera per courtroom with a dedicated HDMI input into the AV system

2. Detention Cell

- a. Wall mounted ViewSonic or equivalent display. Mounted Owl or equivalent video conferencing device to be used with Sheriff's Office provided laptop via USB-C.
- b. The ability for inmates to e-sign paperwork from floor stand or wall mounted tablet

3. Bond Court

- a. One ViewSonic or equivalent wall mounted display in the courtroom. Must have the ability to easily video conference with Courtrooms and Detention Center via an Owl or equivalent and York County IT provided laptop over an HDMI connection. Also, must have the ability to incorporate other video conferencing solutions provided by other municipalities via HDMI input.
- b. Bond Court Lobby, Bond Court Judges Chambers, and Bond Court Clerk's Office must have the ability to view live video of the Bond Court Courtroom and audio from the Bond Court Judges Bench, Inmate location within the courtroom, as well as audio from video conferencing equipment.
- c. The ability for inmates to e-sign paperwork from floor stand or wall mounted tablet

4. Jury Deliberation Rooms

- a. Wall mounted ViewSonic or equivalent display with Extron or equivalent Transmitter HDMI input to be used with York County IT provided computer

All Locations:

Cabling and terminations where applicable:

- Shielded CAT6 with shielded RJ-45 connectors, fiber, 22/4, 16/2, XLR wall and floor jacks with faceplate, 3.5mm wall jacks and faceplate, shielded RJ45 wall and floor jacks and faceplate
- All cabling should be installed per industry standard in regards to type and length of cable
- Racks must have power cables and AV cabling organized neatly

The implementation phase of the project will include installation, training of end users, and support.

1.4 AV Hardware Requirement

Location	75" Wall Display	60" Wall Display	Attorney Tables	Judge	Witness	Clerk	Jury Monitors	Microphones	Wireless Microphone Handheld/Lapel/Podium	Physical Recorder	Owl Video Conferencing	HDMI Inputs Attorney/Judge/Clerk	Court Reporter Audio Out 3.5mm/XLR	Privacy Room Monitor/Microphone/Speaker	Floor Box
Bond Court	1	2	-	1	-	-	-	3	-	1	1	JUDGE/VIDEO CONFERENCING	YES	-	N
Bond Court Lobby	-	1	-	-	-	1	-	0	-	-	-	-	-	-	N
Fort Mill Magistrate	1	-	2	1	1	1	-	3	1/1/4	1	1	JUDGE/CLERK	YES	-	N
Clover Magistrate	1	-	2	1	1	1	-	3	1/2/4	1	1	JUDGE/CLERK	YES	-	N
Probate	1	-	2	1	1	1	-	6	0/0/1	1	1	JUDGE/ATTORNEY TABLES	YES	-	Y
Master in Equity	1	-	2	1	1	1	-	6	0/0/1	1	1	JUDGE/ATTORNEY TABLES	YES	-	Y
HCH General Session CT RM 3 (Video Conferencing add only)	-	-	-	-	-	-	-	-	-	-	1	-	-	-	Y
Hickory Grove	1	1	2	1	1	1	-	2	1/1/4	1	1	JUDGE/CLERK	YES	-	N
Heckle Courtroom A	3	-	2	1	1	1	-	7	1/1/1	1	1	JUDGE/ATTORNEY TABLES	YES	-	Y
Heckle Courtroom B	3	-	2	1	1	1	-	7	1/1/1	1	1	JUDGE/ATTORNEY TABLES	YES	-	Y
MIC Courtroom A (Magistrate)	2	-	2	1	1	1	-	7	1/1/1	1	1	JUDGE/ATTORNEY TABLES	YES	-	Y
MIC Courtroom B (DUI)	2	-	2	1	1	1	4	7	1/1/1	1	1	JUDGE/ATTORNEY TABLES	YES	-	Y
MIC Courtroom C	4	-	2	1	1	1	8	7	1/2/2	1	1	JUDGE/ATTORNEY TABLES	YES	1/1/1	Y
MIC Courtroom D	4	-	2	1	1	1	8	7	1/2/2	1	1	JUDGE/ATTORNEY TABLES	YES	-	Y
MIC Courtroom E	4	-	2	1	1	1	8	7	1/2/2	1	1	JUDGE/ATTORNEY TABLES	YES	-	Y
MIC Courtroom F (State Digital Court Reporting)	4	-	2	1	1	1	8	7	1/2/2	1	1	JUDGE/ATTORNEY TABLES	YES	1/1/1	Y
MIC Courtroom G (Bad Check Court)	2	-	2	1	1	1	-	6	1/0/0	1	1	JUDGE/ATTORNEY TABLES	YES	-	Y
Family Court Courtroom 1	2	-	4	1	1	1	-	12	1/0/0	1	1	JUDGE/ATTORNEY TABLES	YES	1/1/1	Y
Family Court Courtroom 2	2	-	4	1	1	1	-	12	1/0/0	1	1	JUDGE/ATTORNEY TABLES	YES	-	Y
Family Court Courtroom 3 (State Digital Court Reporting)	2	-	4	1	1	1	-	12	1/0/0	1	1	JUDGE/ATTORNEY TABLES	YES	-	Y
Family Court Courtroom 4	2	-	4	1	1	1	-	12	1/0/0	1	1	JUDGE/ATTORNEY TABLES	YES	1/1/1	Y
Detention Center	-	1	-	-	-	-	-	-	-	-	1	-	-	-	N
Total:	42	5	44	19	18	19	36	133	16/16/26	19	21	59		4/4/4	

SECTION 2 OTHER REQUIRMENTS

2.1 License

Offeror must be licensed to do business in the State of South Carolina. The Offeror must comply with the laws of South Carolina including obtaining proper licensure with this State if required to perform the specifications described in this request.

2.2 Insurance

General Liability: Offeror must also provide: (1) general liability insurance coverage of at least \$1 Million per occurrence; (2) automobile liability coverage for owned, non-owned, and rented automobiles with limits of \$1 Million per occurrence; and (3) Workers Compensation and Employer's Liability Insurance in an amount equal to the South Carolina statutory limits.

All required insurance shall be placed with a carrier(s) having an A.M. Best's rating of A- or better.

All insurance must cover the proposer and all of its employees; any sub-contracted firms must have this same coverage.

SECTION 3 INSTRUCTIONS TO OFFERORS

3.1 Submission Format

The Proposal should include the following information with sections headers or tabs to identify each section. Failure to submit this information will render your Proposal as non-responsive.

SIGNATORY PAGE(S): Included in the front of the proposal should be a copy of the RFP's signature sheet (attached herein), W-9 Form, South Carolina and Immigration Reform Act (attached herein), Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion (attached herein) all properly signed to include the manual signature of an authorized representative of the firm and all appropriate address and contact information as listed on this form.

SECTION 1: TECHNICAL APPROACH AV HARDWARE/SOFTWARE CONFIGURATION: Describe proposed hardware, software products, and provide completed information of recommended solution to include drawings, diagrams, and product information **(30% of Total Score)**.

SECTION 2. AV IMPLEMENTATION & TRAINING: Provide a description of the Offeror's approach to completing the project as requested in the Scope of Work outlined in section 1, to include deliverables, milestones, and a project schedule **(10% of Total Score)**.

SECTION 3: HARDWARE/SOFTWARE MAINTENANCE & SUPPORT: Provide a description of the Offeror's approach to providing support services **(10% of Total Score)**.

SECTION 4. QUALIFICATIONS OF THE FIRM: Provide a description and history of the firm along with information related to previous experience of providing services similar in nature, size and scope to this Request including the number of government accounts. Provide at least three (3) references including the name of company and contact information, which the firm has performed services within the past five years that are similar to the requirements of this Request. **(20% of Total Score)**.

SECTION 5: QUALIFICATIONS OF STAFF: Provide an organization chart, resumes, and summary of staff qualifications; along with key project staff pertaining to the contract. Key staff's experience demonstrating current capacity and current expertise relating to this Request. Provide education, certifications, or special training of key staff members who would be assigned to the contract **(20% of Total Score)**.

COST PROPOSAL (one copy submitted as a separate PDF): Each Proposer must complete and submit the Cost Proposal Form/Fee Schedule included herein below. The Cost Proposal will be evaluated on the rates that will be billed to the County with any addition of overhead, administrative costs or price increases applied **(10% of Total Score)**.

3.2 Preparation of Proposal

All proposals should be complete and carefully worded and must convey all information requested by York County. If errors are found in the proposal, or if the proposal fails to conform to the requirements of the RFP, the evaluating committee will be the sole judge as to whether that variance is significant enough to reject the proposal.

Proposals should be prepared simply and economically. All data, materials and documentation shall be available in a clear, concise form. If additional information is required, Offeror shall supply

additional materials as needed for the evaluating committee's internal use. York County reserves the right to reproduce proposals for internal use in the evaluation process.

All proposals shall provide a straight-forward, concise description of Offeror's ability to satisfy the requirements of the RFP.

All documentation submitted with the proposal should be in a single volume excluding the cost proposal, which must be submitted separately in a different PDF under Cost Proposal in the GetAll portal as to be evaluated after all other sections have been evaluated and scored.

If a proposal includes any documents or comment(s) over and above the specific information requested in this RFP, such material must be uploaded under other files in the GetAll portal. Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

3.3 Submitting Redacted Copy

Proposals received by York County are considered public documents under the provisions of the South Carolina Code of Laws, Section 30-4-40, Freedom of Information Act (FOIA). If proposal includes information marked as Confidential, "Trade Secret," or "Protected", Offeror must also submit one complete digital copy in PDF format, of the proposal from which Offeror has removed or concealed such information (redacted copy). The redacted copies should (1) reflect the same pagination as the original, (2) show the empty space from which information was redacted. Except for the information removed or concealed, the redacted copies must be identical to the original proposal, and the Procurement Officer must be able to view, search, copy, and print the redacted digital copy without a password. Marking the entire proposal as Confidential/Proprietary is not in conformance with the South Carolina Freedom of Information Act absent explanation providing an exemption under Section 30-4-40

3.4 Submittal

Online submittal: Electronic submittals shall be uploaded in PDF format via the Getall portal which can be accessed at <https://www.yorkcountygov.com/217/Procurement> under Active Bids. To ensure that an electronic submittal is received by the due date and time, it is recommended that submittals are uploaded allowing sufficient time prior to deadline. An email confirmation of submittal will be received after clicking on the Confirm Bid button in the GetAll system. If confirmation email is not received, contact GetAll support at support@getall.com to confirm submittal was successful. The Offeror shall be responsible for confirming that submittal is received by the deadline. Any submittal received after the closing date and time deadline will not be considered.

For step by step instructions on how to submit a response select Help and then Quick Reference in the Getall portal.

OFFERORS MAY CHOOSE TO SUBMIT PROPOSAL RESPONSE IN ELECTRONIC FORM OR VIA HAND DELIVERY/COURIER SERVICE. ONLY ONE PROPOSAL WILL BE ACCEPTED.

In Person/Courier Delivered Submittals: If Offeror elects to submit proposal in person or by mail instead of electronic submission, proposals must be received at the location given below no later than

the deadline on page 1 of this document. Information must be received at the York County Procurement Department, Room 3501, located at 6 S. Congress St., York, S.C. 29745 and must include one (1) original, clearly marked as such along with an electronic version on a USB drive. Faxed information is not acceptable. Proposals received after specified time and date will be rejected as non-responsive.

3.5 Intent

It is the intent and purpose of York County that this Request permits competition. It must be the Offeror's responsibility to advise York County if any language, requirements, etc., or any combinations thereof, inadvertently limits the requirements stated in this request to a single source.

It is also the intent of this Request to give equal consideration to all Offerors. While evaluating each Proposal; price and service will be factors in making a purchasing decision.

3.6 Additional Information

York County reserves the right to reject any or all responses, waive any technicalities and select the Offeror who is determined to best meet the needs of the County for this Request.

To assure clarity, all Offerors may contact the appropriate county officials as listed on the cover page section of this solicitation, and ask any questions via the Q&A icon found through the link to the solicitation on the county website in the Getall portal. Any inquiry or request for interpretation received five (5) or more days prior to the date fixed for opening of Proposals will be given consideration unless otherwise specified on cover page. All such changes or interpretations will be made in writing in the form of an addendum and, if issued, posted on the County's website www.yorkcountygov.com. Each Offeror must acknowledge receipt of such addenda in the space provided in the Proposal document. In case any Offeror fails to acknowledge receipt of such addenda or addendum, the Proposal will nevertheless be construed as though it had been received and acknowledged and the submission of the Proposal will constitute acknowledgement of the receipt of same. It is the responsibility of each Offeror to verify that he/she has received all addenda issued before Proposals are opened. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

3.7 Inquiries

General questions about this solicitation should be submitted through the [Getall](#) portal, by selecting the questions icon in the corresponding Q&A column.

SECTION 4 EVALUATION, AWARD, AND CONTRACT

4.1 Evaluation of Proposals

The Offerors' proposals will be evaluated by a committee comprised of county officials and key personnel with experience and knowledge of services and contracts of this scope and nature.

The Offerors' approach, past performance, personnel experience/project team, experience in the services outlined in Section 1 of this document, in addition to the merits of the Proposal and costs are the general Evaluation Criteria. Each committee member will independently evaluate these criteria excluding the cost. Once the committee has evaluated each proposal, the score will be tallied. Lastly, the Cost Proposal will be opened and factored into the final scores.

York County reserves the right to reject any and all Proposals at any time prior to award; and to waive informalities and minor irregularities, and request additional information or clarifications in the evaluation of responses received. York County shall select the offer that best serves the interest of York County; Offerors are advised to provide all pertinent information required by the Proposal in their written response.

4.2 Presentations

York County may require oral and visual presentation from those firms that are ranked or short-listed. This shall be done at York County's sole discretion when it feels presentations are essential as part of the evaluation process. It is the intention of York County to short list three (3) firms and rank each of them according to the most qualified firm with a Proposal and presentation that best suit the needs of York County.

4.3 Award

The County shall award this contract to the highest scoring Offeror who best meets the terms and conditions of the Proposal. The award will be made on basis of evaluation of Proposals, cost and presentations when applicable.

Upon review of Proposals for responsiveness, and satisfaction that the Offeror is responsible, then upon approval of the York County Council, a Purchase Order will be issued to that best suited Offeror.

4.4 Terms of Contract

The Contract must be valid from the date of the initial Purchase Order and must remain valid for the duration of project until completion of all agreed upon terms and final payment.

Breach or non-performance of any Contract term must constitute cause upon which the County may immediately terminate the Contract by written notice. A waiver by the County of any breach or non-performance of any term of this agreement must not operate as a waiver of any subsequent breach or non-performance.

4.5 Termination of Contract

- a. Should a dispute arise, and if, after a good faith effort at resolution, the dispute is not resolved, either party may terminate the contract by providing thirty (30) days written notice to the other party.

b. Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of York County without the required (30) days advance written notice, then York County must negotiate reasonable termination costs, if applicable.

c. Cause: Termination by York County for cause, default or negligence on the part of the Offeror must be excluded from the foregoing provisions; termination costs, if any must not apply. The thirty (30) days advance notice requirement is waived and the default provision listed herein must apply.

d. Default: In case of default of Offeror, York County reserves the right to purchase/lease any or all items or all items/services in default open market, charging Offeror with any excessive costs.

4.6 Non-Appropriation Clause

Notwithstanding any other provision of this request/agreement, all obligations of the County under this solicitation which require the expenditure of funds are conditioned on the availability of funds appropriated for that purpose.

4.7 Protest

This option is available to any actual Offeror, contractor or subcontractor aggrieved in connection with the intended award or award of a contract via protest to the appropriate procurement officer within seven days, but not thereafter, of the date notification of award is posted. The first step in this process must be formally addressed to the Procurement Director after the award decision, and subsequently progress to the County Council in the event that a mutual agreement cannot be obtained in the remedy of the award decision.

SECTION 5 TERMS AND CONDITIONS

5.1 Acceptance and Deviations

Each Offeror must meet all of the specifications and proposal terms and conditions. By virtue of the proposal submission, the Offeror acknowledges agreement with and acceptance of all provisions of the specifications except as expressly qualified in the Proposal. Non-substantial deviations may be considered provided that the Offeror submits a full description and explanation of and justification for the proposed deviations titled Exceptions. Whether any proposed deviation is non-substantial will be determined by York County in its sole discretion.

5.2 General Requirements

All Offerors including the employees of the Offeror must comply with all applicable Federal, State, and County laws pertaining to contracts entered into by governmental agencies, including non-discrimination employment. Contracts entered into on the basis of submitted proposal responses are

revocable if contrary to law. Contracts for work resulting from this request will obligate the Offeror to not discriminate on the basis of race, color, creed, religion, handicap, or national origin in their employment practices.

5.3 Title VI of the Civil Rights Act of 1964

Offerors shall comply with Title VI of the Civil Rights Act of 1964. York County strongly encourages the use of and involvement of Disadvantaged Business Enterprises (DBE).

5.4 Conflict of Interest

The successful firm shall not knowingly employ, during the period of a contract, or any extensions to it, any professional personnel who are also in the employ of York County and who are providing services involving this request or services similar in nature to the scope of this request to the County. Furthermore, the firm shall not knowingly employ, during the period of a contract or any extensions to it, any York County employee who has participated in the making of a contract until at least two years after his/her termination of employment with York County.

5.5 Indemnification and Hold Harmless

The successful firm shall agree to protect, defend, indemnify, and forever hold harmless, the County, its agents, officers, and employees, from and against any and all claims, liabilities, damages, costs, actions, proceedings, of any nature whatsoever, however alleged or termed, or in any lawsuits, arising in any manner out of any action or failure to act, by the firm, its officers, agents, and employees, or relating to or arising out of the performance or failure to perform, by the firm, its officers, agents, and employees, any obligations arising under its agreement with the County, or any other type claim/lawsuit whatsoever, however alleged or termed, which may arise at any time as a result of or related to the provision of service(s) for the County by the successful firm, without regard to the source, nature, or validity of the claim/lawsuit. Losses, liabilities, expenses and claims for damages shall include, but not be limited to, civil and criminal fines and penalties, loss of use and/or services, claims for injury, damage, disability, property damage, or death, injury to real or personal property, and attorneys' fees, costs, and expenses incurred by the County or any of its agents, officers, and employees. The County shall not be precluded from receiving the benefits of any insurance the firm may carry which provides for indemnification for any loss or damage to property in the firm's custody and control, where such loss or destruction is to County property. The firm shall do nothing to prejudice the County's right to recover against third parties for any loss, destruction or damage to County property.

5.6 Drug-Free Workplace

During the performance of this request, the firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the firm maintains a drug-free workplace. For the purposes of this section, "drug-free workplace" means a site for the

performance of work done in connection with a specific contract awarded to a contractor/firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the request.

5.7 Applicability/Jurisdiction of South Carolina Law and Courts

Upon award of a contract under this request the person, partnership, association or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business with this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful firm from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed proposal, the firm agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses, or fees levied by the State.

5.8 Certificate of Insurance

Once selected, the successful firm will be required to provide proof of insurance to include workers compensation, employer's liability and general liability prior to commencing work.

5.9 Assignment

No contract or its provisions may be assigned, sublet, or transferred without the written consent of the County.

5.10 Ownership of Material

All proposals and supporting materials (including all data, material, and documentation) originated and prepared for York County pursuant to this solicitation and including correspondences relating to this solicitation shall, belong exclusively to York County.

5.11 Prime Responsibilities

The successful firm will be required to assume sole responsibility for the complete effort as required by this solicitation. York County will consider the successful firm to be the sole point of contact with regard to contractual matters.

5.12 Subcontracting

If any part of the work covered by this solicitation is to be subcontracted, the successful firm shall identify the subcontracting organization and the contractual arrangements made there with. All subcontractors must be approved by York County. The successful firm will also furnish the corporate or company name.

5.13 Records Retention and Right to Audit

The County shall have the right to audit books and records of the successful firm as they pertain to this contract. Such books and records shall be maintained for a period of three (3) years from the date of final payment under the contract. The County may conduct, or have conducted, performance audits of the successful firm. The County may conduct, or have conducted, audits of specific requirements of this solicitation as determined necessary by the County. Pertaining to all audits, successful firm shall make available to the County access to its computer files containing the history of contract performance and all other documents related to the audit. Additionally, any software used by the successful firm shall be made available for auditing purposes at no cost to the County.

5.14 Public Access to Procurement Information

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this SOLICITATION which is deemed privileged and confidential by the Offeror, will not be disclosed. Such privileged and confidential information should be clearly marked as such and includes information which if disclosed, might cause harm to the competitive position of the Offeror supplying the information. All Offerors, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their proposal which such Offerors consider to contain proprietary or other privileged information. Additionally, all Offerors shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal which Offerors deem to be so exempt and shall further be solely responsible for any consequences that might arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. York County hereby disclaims any responsibility for not disclosing information identified by any Offeror as exempt from the Freedom of Information Act and further hereby disclaims any responsibility for any information which is disclosed as a result of Offeror's failure to visibly mark it as "CONFIDENTIAL" or to improperly mark it as "confidential". Offeror must identify specific parts of the proposal package as confidential. Failure to do so or to mark the entire proposal package as confidential may result in disclosure of that information.

NOTE: A redacted copy if applicable, must be uploaded under submit response in the GetAll portal.

5.15 Non-Collusion Proposal Certification and Disqualification

By submission of a proposal, each Offeror and each person signing on behalf of any Offeror certifies, and in the case of a joint proposal each party certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief.

The prices in this 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 prices with any other proposer or with any competitor.

Unless otherwise required by law, the prices which have been quoted in this proposal have not knowingly been disclosed by the Offeror and will not knowingly be disclosed prior to the proposal opening, directly or indirectly, to any other Offeror or to any competitor.

No attempt has been or will be made by the Offeror to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

One Proposal: Only one Proposal from an individual firm, partnership, company, or corporation under the same or under different names will be considered. If OWNER believes that an Offeror submitted more than one Proposal for the work involved, all Proposals submitted by that Offeror will be rejected.

5.16 Certification Regarding Immigration Reform and Control

The Offeror certifies, by submission of this document or acceptance of a contract, that all Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this proposal, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages. The Contractor certifies that, should it be awarded a contract by the County, the Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. The Contractor further certifies that it will remain in compliance throughout the term of the contract. At the County's request, the Contractor is expected to produce to the County any documentation or other such evidence to verify the Contractor's compliance with any provision, duty, certification, or the like under the contract. The Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

5.17 Chain of Communication

To ensure the integrity of the competitive process, a strict chain of communication shall apply to each Invitation for Bids, Request for Proposals, Request for Qualifications, or any other competitive solicitation during the period between publication of the solicitation and final award. Offerors or its agents may not communicate by any means, directly or indirectly, with York County public officials, employees, its agents, or representatives or any person not otherwise listed on this document, regarding any aspect of this procurement activity. All communications must be solely with the Procurement Officer. In the sole determination of the Procurement Officer and/or York County, violation of these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law.

5.18 Prohibition of Donations and Gratuities

Offerors are restricted from making donations to any York County governmental entity with whom they have or seek to have a contract. The Offeror represents that his/her offer discloses any gifts made, directly or through an intermediary, by the Offeror or the Offeror's named subcontractors or subconsultants to or for the benefit of York County, its agents, or representatives during the period beginning eighteen months prior to the Opening Date. No Offeror, or any person, firm, or corporation employed by the Offeror in the performance of this request, may offer or give any gift, money or anything of value or any promise for future reward or compensation to any York County employee.

5.19 Certification Regarding Debarment, Suspension, Ineligibility, And Voluntary Exclusion

The Bidder certifies, by submission of this document or acceptance of a contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State, Federal department, or agency. It further agrees by submitting this qualification statement (if applicable) that it will include this clause without modification in all lower tier transactions, solicitations, Bids, contracts, and subcontracts. Where the Bidder or any lower tier participant is unable to certify to this statement, it must attach an explanation to this solicitation/bid. In accordance with 2 CFR Part 180 and Treasury's implementation regulations at 31 CFR Part 19, ARPA funds may not go to individuals or entities that are prohibited from doing business with the federal government. Debarment status can be checked on the System for Award Management (SAM) website at www.sam.gov.

5.20 Federal Funds Special Conditions

This project is funded solely through funding from the Coronavirus State and Local Fiscal Recovery Funds program, a part of the American Rescue Plan. Therefore, this project/funding is subject to the requirements in the Final Rule (<https://www.govinfo.gov/content/pkg/FR-2022-01-27/pdf/2022-00292.pdf>), and York County must comply and meet the US Treasury's compliance and reporting requirements. Bidders on this work will be required to comply with the President's Executive Order No. 11246 & Order No. 11375 which prohibits discrimination in employment regarding race, creed, color, sex, or national origin. Bidders must comply with Title VI of the Civil Rights Act of 1964, the Davis-Bacon Act, the Anti-Kickback Act, the Contract Work Hours and Safety Standards Act, and 40 CFR 33.240

5.21 Byrd Anti-Lobbying Amendment

([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required anti-lobbying certification. Each tier must 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 York County Government. [As applicable](#), Contractor agrees to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352). Contractor certifies that it is currently in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) and will continue to be in compliance throughout the term of the Contract.

5.22 Recovered Materials Requirement

Contractors shall make maximum use of products containing recovered materials, when applicable, that are EPA-designated items, unless the product cannot (1) be acquired competitively within a timeframe providing for compliance with the project performance schedule, (2) meet project

performance requirements, or (3) be acquired at a reasonable price. Information about this requirement, along with the list of EPA-designated items, is available on EPA's website. Contractors shall also agree to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act. EPA designated items: [Comprehensive Procurement Guideline \(CPG\) Program | US EPA](#)

5.23 Prevailing Wages

Contractors will be required to certify throughout the project, that prevailing wages are being paid to all contractor and subcontractor employees. The wages listed on the included General Decision Number SC20240031 06/14/2024 will apply to this contract. Please note that the contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract.

5.24 Contract Work Hours

Each contractor is 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 the Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by the Department of Labor regulations at 29 CFR Part 5 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.

5.25 Safety Standards Act: Safety Standards and Accident Prevention provisions require contractors to:

- Comply with the safety standards provisions of applicable laws, building and construction codes, the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupations Safety and Health Act of 1970, and the requirements of Title 29, Section 1518.
- Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and the property.
- Maintain at the construction office or other well-known place on the job site, all articles necessary for giving first aid to the injured and make standing arrangements for the immediate removal to a hospital or to a doctor's care those persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or doctor's care.

COST PROPOSAL FORM

(One copy to be submitted as a separate document from the proposal)

A. Price

Cost Categories	Proposed Cost in RFP	Explanation/Notes Attach additional sheets, if necessary
York County Historical Courthouse – 1 S Congress St, York, SC 29745	\$	
Moss Justice Center Building 1 – 1675 York Hwy, York, SC 29745	\$	
York County Family Court – 1555 West Main St, Rock Hill, SC 29730	\$	
Fort Mill Magistrate – 120 E Elliott St, Fort Mill, SC 29715	\$	
Clover Magistrate – 201a S Main St, Clover, SC 29710	\$	
Hickory Grove Magistrate – 5800 Wylie Ave, Hickory Grove, SC 29717	\$	
York County Heckle Building 2 – 1070 Heckle Blvd, Rock Hill, SC 29732	\$	
York County Detention Center – 1675 York Hwy #3-A, York, SC 29745	\$	
York County Bond Court – 1675 York Hwy # 1C, York, SC 29745	\$	
Training	\$	
Travel and Other Costs	\$	
Total Cost of Project	\$	

B. Acknowledgement of Addenda

If any Addenda are issued, Bidder hereby acknowledges receipt of all Addenda through and including:

Addenda: #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

Signature Page - OFFERORS MUST COMPLETE AND SIGN THE FORM BELOW

The submittal must be signed by an authorized representative of the Offeror accepting all terms and conditions contained in this document and any addenda. Modifying the terms and conditions of this solicitation may result in your response being rejected.

COMPANY NAME

FEDERAL TAX ID NUMBER

COMPANY ADDRESS

CITY, STATE, ZIP+4

PAYMENT/REMITTANCE ADDRESS

CITY, STATE, ZIP+4

EMAIL ADDRESS

COMPANY TELEPHONE

PRINT NAME

TITLE

AUTHORIZED SIGNATURE

DATE

Minority Status

- _____ Not Minority Owned
- _____ African American Male
- _____ Caucasian Female
- _____ African American Female
- _____ Aleut
- _____ Eskimo
- _____ East Indian
- _____ Native American
- _____ Asian
- _____ Other (Please Explain)

SOUTH CAROLINA ILLEGAL IMMIGRATION REFORM ACT CONTRACTOR CERTIFICATION

In accordance with the requirements of the South Carolina Illegal Immigration Reform Act, _____ (“Contractor”) hereby certifies that it is currently in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated and will remain in compliance with such requirements throughout the term of its contract with _____ (“Owner”).

Contractor hereby acknowledges that in order to comply with requirements of S.C. Code Annotated Section 8-14-20(B), it will:

1. Register and participate in the federal work authorization program (E-Verify) to verify the employment authorization of all new employees; and require agreement from its subcontractors, and through the subcontractors, the sub-subcontractors, to register and participate in the federal verification the employment authorization of all new employees.

Contractor agrees to provide to Owner any documentation required to establish the applicability of the South Carolina Illegal Immigration Reform Act to the Contractor, subcontractor, or sub-subcontractor. Contractor further agrees that it will provide Owner with any documentation required to establish that the Contractor and any subcontractors or sub-subcontractors are in compliance with the requirements of Title 8, Chapter 14 of the S.C. Code Annotated.

Date: _____

By: _____

Title: _____

10/16

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Orders 12549 and 12689, Debarment and Suspension, and 2 CFR Part 200, Participants' responsibilities.)

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS BELOW)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Grant Number: Assistance Living CFDA 21.027 **Name of Participant:** _____

Address of Participant: _____

Name and Title of Authorized Representative	Signature	Date
<p>1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.</p> <p>2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.</p> <p>3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.</p> <p>4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Orders 12549 and 12689.</p> <p>5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.</p> <p>6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.</p> <p>7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may check the System for Award Management (SAM).</p> <p>8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.</p> <p>9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.</p>		

"General Decision Number: SC20240031 06/14/2024

Superseded General Decision Number: SC20230031

State: South Carolina

Construction Type: Building

County: York County in South Carolina.

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

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.20 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 2024.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	06/14/2024

* ELEC0379-010 01/01/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 31.31	15.5%+8.65

Work from swinging scaffolds, boson chairs, or raw structural steel: \$1.00 per hour additional.

* SUSC2011-027 08/31/2011

	Rates	Fringes
BRICKLAYER.....	\$ 17.50	0.67
CARPENTER (Form Work Only).....	\$ 15.53 **	1.76
CARPENTER, Excludes Drywall Hanging, and Form Work.....	\$ 17.14 **	0.00
CEMENT MASON/CONCRETE FINISHER...	\$ 14.10 **	0.00
DRYWALL HANGER.....	\$ 16.32 **	1.50
LABORER: Common or General.....	\$ 11.26 **	0.00
LABORER: Landscape.....	\$ 9.45 **	0.49
LABORER: Mason Tender-Brick/Concrete/Cement/S tone.....	\$ 10.88 **	0.00
LABORER: Pipelayer.....	\$ 14.69 **	2.08
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 16.05 **	1.96
OPERATOR: Bulldozer.....	\$ 17.07 **	2.65
OPERATOR: Crane.....	\$ 19.39	2.02
OPERATOR: Grader/Blade.....	\$ 17.50	1.78
OPERATOR: Loader.....	\$ 11.64 **	1.03
PAINTER: Brush, Roller and Spray.....	\$ 12.36 **	0.00
PIPEFITTER.....	\$ 19.67	9.16
PLUMBER.....	\$ 19.21	4.56
ROOFER.....	\$ 12.11 **	0.00
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 19.11	0.00
TRUCK DRIVER.....	\$ 14.05 **	3.18

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

 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 <https://www.dol.gov/agencies/whd/government-contracts>.

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) (iii)).

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.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R. 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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 National Office because National Office has 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"

Contractor Pay Request Certification

Project: _____

Locality: _____ Contractor: _____

Provisions: *The contractor hereby certifies that work completed on the above-referenced ARPA Project and Contract during the period for which payment is requested complies with the following required provisions, as applicable in accordance with the contract terms and conditions:*

- 1. Contract Work Hours:** Each contractor is 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 the Contract Work Hours and Safety Standards Act, 40 USC 3702 and 3704, as supplemented by Department of Labor regulations at 29 CFR Part 5 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.
- 2. Safety Standards Act:** Safety Standards and Accident Prevention provisions require contractors to:
 - Comply with the safety standards provisions of applicable laws, building and construction codes, the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, the requirements of the Occupational Safety and Health Act of 1970, and the requirements of Title 29, Section 1518.
 - Exercise every precaution at all times for the prevention of accidents and the protection of persons (including employees) and property.
 - Maintain at the construction office or other well-known place on the job site, all articles necessary for giving first aid to the injured and make standing arrangements for the immediate removal to a hospital or to a doctor's care those persons (including employees), who may be injured on the job site. In no case shall employees be permitted to work at a job site before the employer has made a standing arrangement for removal of injured persons to a hospital or doctor's care.
- 3. Debarment and Suspension:** In accordance with 2 CFR Part 180 and Treasury's implementing regulations at 31 CFR Part 19, ARPA funds may not go to individuals or entities that are prohibited from doing business with the federal government. *Debarment status can be checked on the System for Award Management (SAM) website at www.sam.gov.*

CERTIFICATION:

- I certify to the best of my knowledge and belief, that the above referenced project has complied with the applicable provisions of the Contract Work Hours and Safety Standards Act as outlined above during the period for which payment is requested.
- I certify to the best of my knowledge and belief, that all laborers and mechanics employed by contractors and subcontractors during the period for which payment is requested were paid prevailing wages.
- I certify to the best of my knowledge and belief, that I nor my Company or any of my subcontractors on this project as included in the above-referenced Contract are not presently debarred, suspended, or ineligible from participating in transactions by the federal government or local government department or agency.
- I understand that a false statement on this certification shall be regarded as a material breach of the Agreement. I also acknowledge that state agencies or the US Treasury may request any additional information or documentation it deems necessary to demonstrate compliance in the form of an audit or otherwise pursuant to its ability to effectively administer these funds.

This form must be signed by the contractor and submitted as part of every Contractor's Application for Payment involving federal funds as supporting documentation. This form certifies compliance for the period as stated on the Contractor's Application for Payment.

Contractor Signature: _____ Contractor Printed Name: _____ Date: _____