



Request for Proposals

RFP-2024-06 Moncreif Head Start Renovations

RFP Issued: Date: Wednesday, May 22, 2024

Mandatory Pre-Bid Walkthrough:
Thursday, June 13, 2024, beginning promptly at 9:00 AM EST.

RSVP for walk thru: <https://forms.office.com/r/4jAZhiX5wk>

Questions Due: Friday, June 21, 2024, by 5:00 PM EST

Proposal Due Date: Friday July 12, 2024, by 5:00 PM EST

Estimated Award Date: Week of August 1, 2024

Requests for information related to this Proposal should be directed to:

Procurement and Contracts Department
Email Address: lsfprocurement@lsfnet.org
Lutheran Services Florida
3627A W. Waters Ave Tampa, Florida 33614

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1. PURPOSE OF REQUEST FOR PROPOSAL

Lutheran Services Florida (LSF) is seeking proposals from qualified professionals to provide alterations to existing building for Moncrief Head Start located at contracting services for a building LSF recently acquired located at **5713 Teeler Avenue Jacksonville, Florida 32208**.

Every child deserves the best start she or he can have, no matter their circumstances. That's why Lutheran Services Florida (LSF) has, for more than 30 years, provided the highest quality early childhood education to children who otherwise might have been left behind.

LSF's commitment to early childhood education is simple: **to enhance the development of very young children between birth and five years of age (the most critical time of growth) and to promote healthy family functioning**. The alterations requested in this project will allow LSF to expand further into our community where services are much needed.

2. ABOUT LUTHERAN SERVICES FLORIDA (LSF)

LSF is a non-profit organization dedicated to serving those most vulnerable members of our communities by providing life-changing human services to all people regardless of age, background, or belief system. We are dedicated to serving children and families, youth and teens, adults and elderly, refugees and immigrants through various programs ranging from substance abuse and mental health to education. Through our work, we help communities build healthier, happier, and hope-filled futures.

For additional information about Lutheran Services Florida, please visit our webpage at www.lsfnet.org

3. MANDATORY MINIMUM REQUIREMENTS/QUALIFICATIONS

This section contains mandatory minimum requirements that must be met in order for an offer to be considered responsive. If required, offerors shall include a detailed narrative outlining how the proposed solution meets the minimum mandatory requirements outlined in this section.

Failure to meet any one of the mandatory requirements/qualifications will result in the proposal being rejected and the proposal will not move forward in the evaluation process.

All of the items described in this section are non-negotiable. A rejection of a proposal due to a proposal not meeting mandatory minimum requirements can occur at any time in the evaluation process.

- Contractors shall be State of Florida licensed for the job specific request outlined in the scope of work in this RFP to perform these services. <https://www.myfloridalicense.com>
- Debarment: By signing and submitting a proposal, Offerors certifying that they are not currently debarred by any local or state government or the Federal Government.
- Any offeror wishing to submit a proposal and be considered for this Solicitation will have had and demonstrate successful experience within the past two (2) years relating to or similar to the RFP Scope of Services
- Supervisor or equivalent on site must be Level II Background Screened

4. ADMINISTRATIVE GUIDANCE

This RFP is designed to provide interested businesses with basic information sufficient to submit proposals meeting minimum requirements. It is not intended to limit a proposal's content or to exclude any relevant or essential data therefrom. Offerors are at liberty, and are encouraged, to expand upon the specifications to give additional evidence of their ability to provide the products and/or construction requested in this RFP.

5. ISSUING OFFICE AND RFP REFERENCE NUMBER

Lutheran Services Florida Procurement Office is the issuing office for this RFP and all information relating to it. The reference number for this RFP is **RFP-2024-06**. This number must be referenced on all proposals, correspondence, and documentation relating to this RFP. Failure to do so may result in missed questions or responses.

6. PRE-BID MEETING

A mandatory pre-bid meeting (walkthrough) will be held on **Thursday, June 13, 2024, 9:00 AM EST** at the site location of **5713 Teeler Avenue Jacksonville, Florida 32208**. Please RSVP <https://forms.office.com/r/4jAZhiX5wk>

All bidders interested in responding to this RFP must have at least one representative of their organization sign in attendance on Pre-Bid Meeting Vendor sheet. Bidders failing to attend the pre-bid meeting will not be allowed to participate further in the RFP process. **Late entry to the pre-bid meeting will not be permitted.**

After completion of the walkthrough at this building, bidders will have time to complete measurements, take photos, etc. This will be the only time allowed in these areas for the purpose of the bid(s).

Please email lsfprocurement@lsfnet.org to RSVP no later than **Wednesday, June 11, 2024, by 2:00 PM EST**.

7. QUESTIONS AND ANSWERS

All questions, inquiries, or requests for information, clarification, or interpretation arising subsequent to the issuance of this RFP shall be submitted in writing via email to (lsfprocurement@lsfnet.org) All questions must be received by **Friday, June 21, 2024 by 5:00 PM EST**. Questions asked after this deadline will not be answered. Procurement will extend the due date if such information significantly amends this solicitation or makes compliance with the original due date impractical.

8. DUE DATE

For a proposal to be considered, it must be submitted directly to LSFProcurement@lsfnet.org via email no later than **Friday, July 12, 2024 by 5:00 PM**. Proposals received after this deadline will be late and ineligible for consideration. Proposals sent to any other email addresses will not be accepted.

9. TIME FOR EVALUATION

All proposals shall remain valid for a minimum of 90 calendar days after the Proposal Due Date to allow adequate time for evaluation.

10. ADDENDUM TO RFP

In the event that it becomes necessary to revise this RFP in whole or in part, an addendum will be released by the Procurement Office. All addenda become part of the RFP and the information contained therein will take precedence over the information contained in this document.

11. RESTRICTIONS ON COMMUNICATIONS WITH STAFF

From the issue date of this RFP until an offeror is awarded a contract, offerors are prohibited from communicating about the subject of this RFP with any Lutheran Services of Florida administrator or staff except the Purchasing Official assigned to this RFP, other Procurement & Contract Services staff members, individuals authorized in writing by the Purchasing Official, and organization representatives during offeror presentations. If violation of this provision occurs, the organization may reject the offeror's proposal.

12. CONTRACT PERIOD

The term of this award shall begin upon execution of LSF Agreement and remain in full force until the completion

of services.

13. PROPOSAL SUBMISSION FORMAT

Proposals should be concise, straightforward and prepared simply and economically.

Organize the proposal as outlined below. Failure to format the proposal as follows may result in the proposal being deemed not responsive and disqualified from consideration. Your response shall be submitted as (4) separate PDF files and labeled as follows:

- **FILE ONE- DOCUMENTATION**
 - Business License
 - W9
 - Certificate Of Insurance
- **FILE TWO – COST PROPOSAL BID FORM**
 - Please complete and return **ATTACHMENT A**. Bidders may submit their additional documentation with their cost bid form however Bidders failing to complete the provided cost proposal form may be disqualified at LSF’s discretion.
- **FILE THREE- 2 REFERENCES**
 - The offeror shall provide at least two (2) references of customers which have received services similar to those required by Lutheran Services Florida. Please see **ATTACHMENT B**. Include for each reference, the business name, address, phone number, contact person (including contact person’s phone number and email address) date of the project, and a short description of the project and the work performed. Lutheran Services Florida reserves the right to contact or visit any of the offeror’s provided references to evaluate the level of performance and customer satisfaction. Information gathered during this process will not be made public. If the offeror is not able to provide the aforementioned information, provide a detailed explanation of the reason(s) for such inability. The information gathered from references will be considered during the evaluation process.
- **FILE FOUR- PROVIDE AN ESTMATED SCHEDULE OF PROJECT PHASING**
- If you are unable to bid, please complete **Attachment C No Bid** and return. Thank you.

14. INSTRUCTIONS FOR SUBMITTING PROPOSALS

Preparation and Submission of Proposals

- Before submitting a proposal, read the ENTIRE solicitation including the Terms and Conditions. Failure to read any part of this solicitation will not relieve an offeror of the Contractual obligations.
- Pricing must be submitted on RFP pricing form only. Include other information, as requested or required.
- Proposals must be submitted directly to Procurement and Contracts at lsfprocurement@lsfnet.org. Proposals submitted to any other email address will not be accepted.
- Proposals must be submitted by the due date assigned herein. Late proposals will not be accepted.
- By submitting a proposal, the offeror is certifying that is not currently debarred.
- Each offeror shall submit a completed W-9 form with their proposal. In the event of contract award, this information is required in order to issue purchase orders and payments to your firm. A copy of

this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

- Offerors shall include with their proposal a copy of their current Certificate of Insurance that illustrates the current level of coverage the offeror carries. The Certificate can be a current file copy and does not need to include any “additional insured” language for LSF.
- Proposals must be submitted via email to lsfprocurement@lsfnet.org by the proposal due date, it is the expectation that the **subject line of the email when submitting your proposal is “RFP-2024-06 Response”**. Failure to add this to the subject line may cause your proposal to be missed.

15. SCOPE OF SERVICES

Project Overview: This Request for Proposal (RFP) seeks qualified professionals to undertake alterations to an existing building for a Child Care Center situated in Duval County, FL. All proposals must adhere to, and preferably exceed, the requirements outlined herein.

General Scope of Services:

- Prior to commencing work, the issuance of a purchase order is mandatory. This purchase order will serve as the notice to proceed, unless otherwise specified.
- All personnel engaged in activities under this Contract must possess the requisite licenses, certifications, or credentials demonstrating competency in their respective tasks.
- Contractor shall conduct all services in strict adherence to industry standards, along with all applicable federal, state, FDOT, and local laws, ordinances, and regulations. This includes compliance with regulations from the State Health Department, Florida USBC, and OSHA.
- The project has received federal funding and is time-sensitive. All awarded scopes must be completed and invoiced no later than December 31, 2024.
- The Davis Bacon Act is valid to this project, necessitating the submission of Certified Payroll with weekly payroll submissions. Wage determinations and forms are provided in Exhibit B & C.
- Requests for change orders attributable to cost increases in materials, equipment, labor, etc., post-contract award will not be entertained.
- Lutheran Services Florida has engaged R. Dean Scott Architect, Inc. to initiate the permitting process due to the time-sensitive nature of the project outlined in this RFP. Upon RFP award, the contracted party is responsible for transferring all permits as necessary. Any associated costs with permit transfers are the responsibility of the contracted party.

Additional Notes:

- The contractor is expected to closely collaborate with R. Dean Scott Architect, Inc. to ensure seamless progression through the permitting process and adherence to project timelines.

RFI Submission Process:

- Identify and document any ambiguities, discrepancies, or missing information in the project plans or specifications.
- Compile RFIs in a clear and organized manner, providing specific references to relevant drawings, details, or specifications.
- Submit RFIs to the architect in accordance with the agreed-upon submission schedule or as issues arise during construction.
- Include proposed solutions or recommendations where applicable to expedite the resolution process.

Collaboration with Architect:

- Coordinate regular meetings or discussions with the architect to review and prioritize RFIs based on their impact on construction progress and critical path activities.

- Provide additional context or clarification as needed to ensure the architect fully understands the nature of each RFI.
- Collaborate with the architect to develop comprehensive and accurate responses to RFIs, incorporating input from relevant project team members as necessary.
- Document all communications and decisions related to RFI resolution for future reference.

Cost Implications and Discretionary RFI Submissions:

- Evaluate the necessity of each RFI submission and exercise discretion to minimize excessive or redundant requests.
- Recognize that RFIs addressing issues explicitly covered in the project plans or specifications may incur additional costs, which will be the responsibility of the awarded contractor to pay directly to the architect.
- Communicate any anticipated cost implications of RFI submissions to the project owner or their designated representative for approval before proceeding with resolution.

Timely Resolution and Documentation:

- Prioritize timely resolution of RFIs to prevent delays in construction progress and ensure adherence to project schedules.
- Track the status of all RFIs and follow up with the architect as needed to expedite response times.
- Document all RFI resolutions, including any changes to project plans or specifications resulting from the architect's responses.
- Maintain clear and transparent communication with all project stakeholders regarding RFI resolution progress and outcomes.

Project Closeout:

- Ensure all outstanding RFIs have been satisfactorily resolved and documented before project completion.
- Compile a comprehensive RFI log detailing each submission, response, and resolution for inclusion in the project closeout documentation.
- Conduct a final review with the architect to confirm that all project requirements have been addressed to their satisfaction.

Additional Considerations:

- Foster a collaborative and cooperative relationship with the architect to facilitate effective communication and problem-solving throughout the construction process.
- Proactively identify potential issues or conflicts early in the construction phase to mitigate risks and streamline RFI resolution efforts.
- Maintain professionalism and diplomacy in all interactions with the architect and other project team members to promote a positive working environment.
- Timely completion of the project within the stipulated deadlines is of utmost importance to ensure compliance with federal funding requirements.

Scope of Work and Specifications**Pre-Construction Phase:**

Review architectural plans and specifications provided by R. Dean Scott Architect, Inc.
Conduct site visits to assess existing conditions and ensure alignment with architectural plans.
Obtain necessary permits and approvals from local authorities.

Construction Phase:

Coordinate with subcontractors, suppliers, and vendors to ensure timely delivery of materials and services.
Execute demolition and site preparation activities in accordance with safety protocols and project specifications.

Implement structural modifications and renovations as per architectural plans, including but not limited to:

- Interior layout adjustments
- Installation of new walls, doors, windows, and finishes
- Electrical, plumbing, and HVAC upgrades
- Accessibility enhancements

Ensure compliance with building codes, regulations, and quality standards throughout the construction process. Maintain a clean and safe work environment on-site.

Regularly communicate progress updates to the project manager and stakeholders.

Address any unforeseen challenges or changes to the scope of work promptly and effectively.

Post-Construction Phase:

Conduct final inspections and walkthroughs to verify that all work has been completed satisfactorily.

Rectify any deficiencies or punch list items identified during inspections.

Provide as-built drawings and documentation reflecting the completed renovations.

Ensure all warranties and guarantees for materials and workmanship are transferred to the owner.

Obtain final sign-off and approval from the owner or their designated representative.

Project Closeout:

Submit all required documentation, including permits, certificates of occupancy, and final invoices.

Provide training and orientation to the Child Care Center staff on the operation and maintenance of new systems and equipment.

Conduct a project review meeting to discuss lessons learned and opportunities for improvement.

Hand over keys, access codes, and relevant information to the owner.

Additional Considerations:

Adhere to project timelines and budgetary constraints as outlined in the contract.

Foster open communication and collaboration with the owner, architect, and other project stakeholders.

Prioritize safety, quality, and client satisfaction throughout the project lifecycle.

Note: The following is a brief list of work to be completed to convert an existing community center into an early learning center. **Refer to the balance of the RFP and to the Construction Documents for additional information.**

1. Selective demolition to facilitate new building configuration
2. Tenant improvements for early learning center. Major trades involved:
 - a. General Construction
 - b. Cast-In-Place Concrete
 - c. Flooring
 - d. Casework
 - e. Painting
 - f. Windows
 - g. Doors and Door Hardware
 - h. Mechanical
 - i. Plumbing
 - j. Electrical
 - k. Fire Alarm System
 - l. Gypsum Assemblies
 - m. Sheathing and Siding
 - n. Cold Formed Metal Framing
 - o. Ceiling Systems
 - p. Restroom Accessories

q. Interior Signage

16. LOCATION OF THE WORK

Lutheran Services Florida is seeking services at the building listed below in Duval County, Florida.

LOCATION	ADDRESS
Moncrief Head Start	5713 Teeler Avenue Jacksonville, Florida 32208.

17. EVALUATION CRITERIA

Proposals shall be reviewed by a committee comprised of LSF employees. That committee shall evaluate each proposal based on the criteria listed below and submit a company's name to LSF for approval. Offeror should ensure that all elements of the RFP are fully covered in their proposals.

Proposals will be evaluated on the following criteria:

- Offers appropriate service for achieving the purpose of this RFP.
- The ability to provide service, as well as past performance of the offeror.
- Ability to meet deadlines.
- References and Company Experience.
- Submission of documents as outlined in RFP "Proposal Response Outline"
- Cost Effectiveness to LSF

18. AWARD OF CONTRACT

Based on reviewing responses to the RFP, it is permissible for LSF to interview the leading offerors. These offerors are encouraged to elaborate on their qualifications, performance data, staff expertise pertinent to the proposed services, as well as alternate concepts. **LSF reserves the right to split the award to multiple offerors for different scopes with separate contracts. LSF reserves the right to not award all scopes if budget presents a concern.**

19. NEGOTIATIONS AND BEST AND FINAL OFFERS

Lutheran Services Florida reserves the right, to negotiate with the finalists and to call for best and final offers.

20. STANDARD TERMS AND CONDITIONS

The Agreement for Service with the successful offeror will contain the following Terms and Conditions. Offerors taking exception to these terms and conditions or intending to propose additional or alternative language must (a) identify with specificity the LSF Terms and Conditions to which they take exception or seek to amend or replace; and (b) include any additional or different language with their proposal. Failure to both identify with specificity those terms and conditions offeror takes exception to or seeks to amend or replace as well as to provide offeror's additional or alternate Contract terms may result in rejection of the proposal.

Term of Agreement

The term of this Agreement (the "Term") will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Term may be extended with the written consent of the Parties.

In the event that either Party wishes to terminate this Agreement prior to the completion of the Services, that Party will be required to provide 30 days' written notice to the other Party.

Fiscal Non-Funding Clause

This agreement is subject to Government funding availability. In the event sufficient Government funds to fund this Agreement become reduced or unavailable, Lutheran Services Florida Inc. shall notify Contractor of such occurrence, and Lutheran Services Florida Inc. may terminate this Agreement, without penalty or expense to the Lutheran Services Florida Inc., upon no less than 30 days written notice to the Contractor. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become unavailable, Lutheran Services Florida Inc. shall notify Contractor of such occurrence and Lutheran Services Florida Inc. may terminate this agreement without penalty or expense to Lutheran Services Florida Inc. upon no less than 30 days written notice to Contractor. Lutheran Services Florida Inc. shall make disbursements to the Contractor for appropriate expenditures incurred up to the effective.

Termination

These Conditions may be terminated, with cause, by either party, in advance of the specified termination date, upon written notice given by the other party. The party in violation will have ten (10) working days after notification to correct and cease the violations, after which these Conditions may be terminated for cause. These Conditions may be terminated without cause, in advance of the specified expiration date, by either party, upon thirty (30) days prior written notice given the other party. On termination of these Conditions, all accounts and payments will be processed according to the financial arrangements set forth herein for approved services rendered to date of termination.

Timeline for Completion

Construction of all Required Services for Building shall be completed no later than March 31, 2024.

Performance

The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect.

Performance must conform to the specifications and performance requirements as set forth herein. Any modifications issued after execution of this agreement must be approved by both parties in writing. The contract in its entirety represents an agreement between the parties and supersedes prior negotiations. Either oral or written.

In the event that the performance by the Contractor is unsatisfactory. Contractor will be notified within twenty-four (24) hours of the unsatisfactory job performed. Contractor will be given the opportunity to address and cure the unsatisfactory performance within twenty-four (24) hours. Contractor will be charged an amount equal to one (1) day payment for each day the performance remains uncured. This amount is calculated based on the individual center locations monthly rate OR if flat fee 2% of total contract per day. This amount will be withheld from the monthly payment owed for individual center in which the unsatisfactory performance has taken place.

Currency

Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in USD (US Dollars).

Compensation

The Contractor will charge the Client a flat fee for the Services (the "Compensation").

Price Lock

The prices offered by awarded contractor for materials, labor and all services as set forth in individual Purchase Orders and Agreement shall not increase during the Term, as defined in Section 9 "COMPENSATION"

Sales Tax Exemption

LSF is exempt from Florida Sales and Use Taxes. (#85-8012671926C-3.) Do not include taxes when submitting invoices. A Florida Sales and Use Tax Exemption Certificate will be furnished upon request. The Contractor is responsible for complying with all tax exemption requirements. The Contractor is responsible for payment of all tax obligations that arise from the Contractor's failure to comply with exemption requirements.

Pricing

The prices charged to LSF are to be no higher than prices charged on orders placed by others for similar quantities or similar conditions subsequent to the Contractor's last general announced price change. The Contractor acknowledges that regardless of the price quoted or otherwise provided to LSF by the Contractor, the Contractor's price will be the lowest prevailing market price.

Invoicing

The Contractor will promptly submit invoices within 30 days of services to LSF. The LSF purchase order number shall be listed on all invoices and correspondence relating to a Conditions order. The prices paid by LSF will be those prices listed herein. LSF has the right to adjust or return any invoices reflecting incorrect pricing. Invoices must be submitted with all weekly Certified Payroll to LSFProcurement@lsfnet.org. Invoices will be paid on Net 30 terms (completed and submitted correctly with all required back up). Invoices submitted incomplete or without required Certified Payroll will be returned unpaid until correct and complete and then resubmitted.

Invoices for Goods or Services received more than thirty (30) days after the completion of work or shipping of goods need not be considered for payment by LSF. Payments shall be made within 30 days following the date the commodities listed on this purchase order are delivered or otherwise provided to LSF or the date a correct invoice is received by LSF, whichever is later. All payments to the Contractor will be remitted by mail, electronic funds transfer, or LSF Purchasing Card (major credit card).

In the event that this Agreement is terminated by the Client prior to completion of the Services but where the Services have been partially performed, the Contractor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of contract on the part of the Contractor.

The Contractor will not be reimbursed for any expenses incurred in connection with providing the Services of this Agreement.

If Davis Bacon Act is applicable to services offered, certified payroll is required with weekly invoices for payment. Failure to provide weekly certified payroll will result in nonpayment from LSF.

Delivery

All orders will be shipped promptly in accordance with the delivery schedule. All shipments are to be made F.O.B. destination, freight prepaid, to the receiving point at LSF, unless otherwise indicated on the purchase order. A copy of a packing list must accompany each shipment. The LSF purchase order number shall be listed on all packing slips, freight tickets, manifests, and other related documents.

Inspection of Goods

Risk of loss or damage to goods shall be on the Contractor until they have been delivered to and accepted by LSF, notwithstanding any other terms contained herein. All goods will be received by LSF subject to its right of inspection and rejection. LSF shall be allowed a reasonable period of time not to be less than ten (10) days from its receipt of the goods to inspect them and to notify the Contractor of any non-conformance with the terms and conditions of these Conditions. LSF may reject any goods which do not conform to the terms and conditions of these Conditions. Goods so rejected may be returned to the Contractor or held by LSF at the Contractor's risk and expense. Any goods shipped in excess of the quantity specified in these Conditions will, at LSF option, be returned at the Contractor's expense.

Confidentiality

Confidential information (the "Confidential Information") refers to any data or information relating to the business of the Client which would reasonably be considered to be proprietary to the Client including, but not limited to, accounting records, business processes, and client records and that is not generally known in the industry of the Client and where the release of that Confidential Information could reasonably be expected to cause harm to the Client.

The Contractor agrees that they will not disclose, divulge, reveal, report or use, for any purpose, any Confidential Information which the Contractor has obtained, except as authorized by the Client or as required by law. The obligations of confidentiality will apply during the Term and will survive indefinitely upon termination of this Agreement.

All written and oral information and material disclosed or provided by the Client to the Contractor under this Agreement is Confidential Information regardless of whether it was provided before or after the date of this Agreement or how it was provided to the Contractor.

Ownership of Intellectual Property

All intellectual property and related material, including any trade secrets, moral rights, goodwill, relevant registrations or applications for registration, and rights in any patent, copyright, trademark, trade dress, industrial design and trade name (the "Intellectual Property") that is developed or produced under this Agreement, is a "work made for hire" and will be the sole property of the Client. The use of the Intellectual Property by the Client will not be restricted in any manner.

The Contractor may not use the Intellectual Property for any purpose other than that contracted for in this Agreement except with the written consent of the Client. The Contractor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

Patents, Copyrights, Etc.

The Contractor shall release, indemnify and hold LSF and its officers, agents and employees harmless from liability of any kind or nature, including liability arising from the Contractor's use of any copyrighted or un-copyrighted composition, secret process, patented or un-patented invention, article or appliance furnished or used in the performance of these Conditions.

Return of Property

Upon the expiration or termination of this Agreement, the Contractor will return to the Client any property, documentation, records, or Confidential Information which is the property of the Client.

In the event that this Agreement is terminated by the Client prior to completion of the Services the Contractor will be entitled to recovery from the site or premises where the Services were carried out, of any materials or equipment which is the property of the Contractor or, where agreed between the Parties, to compensation in lieu of recovery.

Capacity/Independent Contractor

In providing the Services under this Agreement it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that this Agreement does not create a partnership or joint venture between them, and is exclusively a contract for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under this Agreement.

Right of Substitution

Except as otherwise provided in this Agreement, the Contractor may, at the Contractor's absolute discretion, engage

a third party sub-contractor to perform some or all of the obligations of the Contractor under this Agreement and the Client will not hire or engage any third parties to assist with the provision of the Services.

In the event that the Contractor hires a sub-contractor:

- the Contractor will pay the sub-contractor for its services and the Compensation will remain payable by the Client to the Contractor.
- for the purposes of the indemnification clause of this Agreement, the sub-contractor is an agent of the Contractor.

Autonomy

Except as otherwise provided in this Agreement, the Contractor will have full control over working time, methods, and decision making in relation to provision of the Services in accordance with the Agreement. The Contractor will work autonomously and not at the direction of the Client. However, the Contractor will be responsive to the reasonable needs and concerns of the Client.

Equipment

Except as otherwise provided in this Agreement, the Contractor will provide at the Contractor's own expense, any and all tools, machinery, equipment, raw materials, supplies, workwear and any other items or parts necessary to deliver the Services in accordance with the Agreement.

Warranty

Warranties prescribed by law, the goods shall conform to any specifications, drawings, and other description furnished by LSF and shall be free from defects in materials and workmanship. The Contractor also warrants that, to the extent the goods are not manufactured in conformance with detailed designs furnished by LSF, they will be free from defects in design. Such warranties, including warranties prescribed by law, shall run to LSF for a period of one year after delivery.

No Exclusivity

The Parties acknowledge that this Agreement is non-exclusive and that either Party will be free, during and after the Term, to engage or contract with third parties for the provision of services similar to the Services.

Independent Contractor

The Contractor is an independent Contractor and shall have no authorization, express or implied, to bind LSF to any agreements, settlements, liability or undertaking whatsoever, and shall be responsible for the payment of all income tax and social security amounts resulting from payments received from LSF.

In providing the Services under these Conditions it is expressly agreed that the Contractor is acting as an independent contractor and not as an employee. The Contractor and the Client acknowledge that these Conditions does not create a partnership or joint venture between them and is exclusively a Conditions for service. The Client is not required to pay, or make any contributions to, any social security, local, state or federal tax, unemployment compensation, workers' compensation, insurance premium, profit-sharing, pension or any other employee benefit for the Contractor during the Term. The Contractor is responsible for paying, and complying with reporting requirements for, all local, state and federal taxes related to payments made to the Contractor under these Conditions.

Level II Background Screening

All Contractor staff that will come into direct contact with children must undergo level II background screening and must adhere to all required screenings, at the Contractor's expense or must be accompanied by an individual with such met requirements at all times.

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 these Conditions which will be obeyed by the Vendor.

See **Attachment D** for Davis Back Act Information.

See **Attachment E** for current prevailing wages per DOL as of 04.19.2024. Provided as an example.

Contractor is responsible for obtaining current Prevailing wages report upon award by accessing <https://sam.gov/content/home> for correct Wage Determinations. Select "Public Building or Works." Select the state of Florida from the drop down and then county in which the work is being completed.

Copeland "Anti-Kickback" Act

Contractor complies with provisions of the Copeland "Anti- Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276c) for all contracts and sub- grants in excess of \$2,000 for construction or repair awarded by the program and its sub-recipients, which prohibits the Contractor or sub-recipient from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. It is the policy of the program to report all suspected or reported violations to the Federal awarding agency.

Laws and Regulations

The Contractor and any and all supplies, services, equipment and contraction furnished under these Conditions shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements.

Debarment

The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction(s) arising from these Conditions by any governmental department or agency. If the Contractor cannot certify this statement, it shall attach a written explanation for review by LSF. The Contractor must notify the Procurement Manager at LSF within 30 days if the Contractor is debarred by any governmental entity during these Conditions period.

Licensing

Contractor will provide LSF applicable business license and any applicable certified contractor license at the time of the execution of this Agreement.

Equal Opportunity Employer

Contractor certifies that it is an Equal Employment Opportunity employer under Federal law and regulation at 41 CFR Part 60.

Conflict of Interest

The Contractor represents that none of its officers or employees are officers or employees of LSF, unless disclosure has been made.

Notice

All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties at the following addresses:

- Lutheran Services Florida Inc.
3627A W Waters Ave Tampa, FL 33614

- Awarded Contractor

or to such other address as either Party may from time to time notify the other, and will be deemed to be properly

delivered (a) immediately upon being served personally, (b) two days after being deposited with the postal service if served by registered mail, or (c) the following day after being deposited with an overnight courier.

Indemnification

Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party, its respective directors, shareholders, affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive the termination of this Agreement.

Insurance

Contractor will provide LSF, at the time of the execution of this Agreement, a Certificate of Insurance indicating workers' compensation, general liability, and property and casualty coverage in an amount adequate to meet contract requirements, which is detailed below, or as otherwise authorized and pre-approved by LSF at its sole discretion. The Certificate of Insurance must contain an endorsement naming "Lutheran Services Florida, Inc. as additional insured and certificate holder. The Certificate of Insurance must also contain waiver of subrogation in favor of Lutheran Services Florida, Inc.

Worker's Compensation and Employers Liability Insurance shall be maintained by during the term of this Agreement for all employees engaged in the Services under this Agreement, in accordance with all applicable laws. The amount of such insurance shall not be less than:

- Workers' Compensation - Statutory Requirements
- Employers Liability -\$500,000 Limit Each Accident
- \$500,000 Disease – Limit Each Employee
- \$500,000 Disease – Policy Limit
- *The insurance company shall provide a Waiver of Subrogation in favor of LSF.

Commercial General Liability Insurance, written on an "occurrence" basis, shall be maintained by Provider. Limits of coverage shall not be less than the following:

- Each Occurrence \$1,000,000
- Personal & Advertising Injury \$1,000,000
- General Aggregate \$3,000,000
- Products & Completed Operations Aggregate \$3,000,000
- *The insurance company shall provide a Waiver of Subrogation in favor of LSF. This insurance shall include LSF as additional insured using Additional Insured Endorsement forms acceptable to LSF.

Professional Liability Insurance may be written on an "occurrence" basis or a "claims made" basis, shall be maintained by Provider insuring its legal liability arising out of the performance of professional services under this agreement, including professional malpractice and errors and omissions coverage. Limits of coverage shall not be less than the following:

- Each Incident \$1,000,000
- Annual Aggregate \$3,000,000
- *If coverage is secured under a Claims Made form, coverage should include extended reporting tail coverage in the event this insurance is canceled or not renewed. The insurance company shall provide a Waiver of Subrogation in favor of LSF. This insurance shall include LSF as additional insured, utilizing Additional Insured Endorsement forms acceptable to LSF.
- If coverage is written on a "claims made" basis, provider must continue to maintain this policy for a period of not less than three (3) years after completion of its services to LSF. The policy retroactive date

will always be prior to the date Services were first performed by Provider for LSF and the date will not be moved forward during the term of this Agreement and for 3 years thereafter.

Abuse and/or Molestation Insurance written on an “occurrence” or “claims made” basis, shall be maintained by Provider Limits of coverage shall not be less than the following:

- Each Occurrence \$1,000,000
- Annual Aggregate \$1,000,000
- *The insurance company shall provide a Waiver of Subrogation in favor of LSF.

Automobile Liability Insurance shall be maintained by Provider as to ownership, maintenance, and use, including loading and unloading, of all owned, non-owned, leased or hired vehicles with limits of not less than:

- Combined Single Limit \$1,000,000 Each Accident
- This insurance shall include LSF as additional insured using Additional Insured Endorsement forms acceptable to LSF.
- Umbrella Liability Insurance or Excess Liability Insurance shall not be less than
- \$1,000,000 each occurrence and aggregate coverage shall be excess of the Employers
- Liability, Commercial General Liability, Professional Liability (including abuse/molestation) and Automobile Liability coverage required herein and shall include all coverage on a “following form” basis. Coverage shall drop down as primary on the exhaustion of any aggregate limit.
- The insurance company shall provide a Waiver of Subrogation in favor of LSF.
- This insurance shall include LSF as additional insured parties using Additional Insured Endorsement forms acceptable to LSF.

Miscellaneous:

- Insurance carriers must have a “Best’s Financial Strength Rating” of “A” or better, and a
- “Financial Size Category” of at least XI, all as set forth in the most current edition of
- Best’s Key Rating Guide. Insurance carriers must be properly admitted as required by applicable law. The required insurance will cover Provider, its authorized representatives, employees, agents and any other person (including its authorized representatives, employees and agents) performing any Services under any contract or agreement with Provider. The Commercial General, Automobile, Professional Liability and Umbrella insurance policies provided by Provider to meet the requirements of the Agreement shall name LSF as additional insured using Additional Insured Endorsement forms acceptable to LSF.
- Provider for itself and on behalf of its insurers, to the full extent permitted by law without voiding the insurance required under the Agreement, hereby waives fully for the benefit of LSF any rights and/or claims which might give rise to a right of subrogation in favor of any insurance carrier issuing the required insurance or any other insurance (including any first party coverage) maintained by Provider. Provider will obtain a waiver of any subrogation right that its insurers may acquire against the additional insured by virtue of payment of any such loss covered by such insurance.
- Provider shall require any of its subcontractors to adhere to the insurance requirements of this agreement.
- If any coverage under this agreement is secured under a Claims Made form, coverage should include extended reporting tail coverage, for a length of time acceptable to LSF, in the event this insurance is canceled or not renewed.
- Concurrently with the execution of the Agreement, Provider will file with LSF original certificates of insurance and endorsements showing the required insurance to be in force. These certificates of insurance and policies shall contain provisions that at least thirty (30) calendar days advanced written

notice by mail shall be given LSF of any cancellation, intent not to renew, or any policy change that would result in a reduction in the policies' coverage. The acceptance by LSF of any certificate of insurance pursuant to the terms of the Agreement evidencing the insurance coverage and limits required hereunder does not constitute approval or agreement by LSF that the insurance requirements have been met or that the insurance policies shown on the certificates of insurance are in compliance with the requirements of the Agreement. The certificates of insurance shall show LSF as certificate holders. Upon written request by LSF, certified, true and exact copies of all insurance policies required hereunder shall be provided to LSF on a timely basis.

Force Majeure

Neither party to these Conditions will be responsible for delay or default caused by fire, riot, acts of God, pandemic, epidemic, or other world health emergency, and/or war which is beyond the party's reasonable control. LSF may terminate these Conditions after determining such delay or default may reasonably prevent successful performance of these Conditions.

Modification of Agreement

Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party.

Time of the Essence

Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision.

Assignment

The Contractor will not voluntarily, or by operation of law, assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client.

Entire Agreement

It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this Agreement.

Enurement

This Agreement will enure to the benefit of and be binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns.

Titles/Headings

Headings are inserted for the convenience of the Parties only and are not to be considered when interpreting this Agreement.

Gender

Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law and Jurisdiction

These Conditions shall be governed by the laws of the State of Florida. The parties will submit themselves and any dispute arising from these Conditions or any breach thereof to the jurisdiction of the courts of the State of Florida.

Severability

A declaration by any court of competent jurisdiction, or by any other binding legal source, that provision of these

Conditions is illegal and void and shall not affect the legality and enforceability of any other provision of these condition, unless such provisions are mutually dependent.

Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.

Safety

All Consultants and sub-Consultants performing services for the County are required to and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Consultants and sub-Consultants shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Agreement.

Workmanship and Inspection

All work under this Agreement shall be performed in a skillful and workmanlike manner. The Consultant and its employees shall be professional and courteous at all times. LSF reserves the right to require immediate removal of any Consultant employee from LSF service it deems unfit for service for any reason, not contrary to law. This right is non-negotiable and the Consultant agrees to this condition by accepting this Agreement. Further, LSF may, from time to time, make inspections of the work performed under the Agreement. Any inspection by LSF does not relieve the Consultant of any responsibility in meeting the Agreement requirements.

No Smoking

Smoking in all LSF buildings is prohibited. Failure to adhere to LSF no smoking policies may lead to removal of Contractor employees and possible Contract termination.

****An award resulting from this RFP is subject to successful negotiation of contract terms and conditions. LSF, at its sole discretion, will determine when negotiations of contract terms and conditions become unproductive and will result in termination of award to that offeror and the Organization may move to the next eligible offeror.**

ATTACHMENT A - COST PROPOSAL BID FORM *REQUIRED

ITEM	Standard Cost	In-Kind Discount	Cost After In-Kind Discount
Building Construction Complete Except Bid Items 2, 3, 4, 5 and 6:			
Site Work Construction Complete Except Bid Items 1, 3, 4, 5 and 6:			
Playgrounds and Related Civil / Electrical Site Work Construction Complete Except Bid Items 1, 2, 4, 5, and 6:			
Aluminum Covered Walkways, Sidewalks Beneath and Canopy Lighting Construction Complete Except Bid Items 1, 2, 3, 5 and 6:			
Monument Sign and Related Civil / Electrical Site Work Construction Complete Except Bid Items 1, 2, 3, 4 and 6:			
Trench Safety Act Compliance Complete Except Bid Items 1, 2, 3, 4 and 5:			
TOTAL BASE BID (Sum of Bid Items 1, 2, 3, 4, 5 and 6):			

ALTERNATES: None

By signing below I certify that:

- This proposal is valid for 90 days for evaluation. The prices offered by the awarded contractor for materials, labor, and all services as set forth in Purchase Order shall not increase at any point during the Term.
- I attended the pre-bid meeting for the proposed Project and having familiarized myself with the local conditions, nature and extent of the Work; and having examined carefully the Drawings, Specifications, Form of Agreement, proposes to furnish all labor, materials, equipment and other items, facilities and services for the proper execution and completion of: **RFP-2024-06** Alterations to Existing Building for Moncreif Head Start
- I understand that the timeline for completion.
- I will complete the Project in full accordance with the Contract Documents
- I understand I must submit a response per "Proposal Response Outline" in RFP

Printed Name: _____

Signature: _____

Telephone: _____ Email: _____

Date: _____

ATTACHMENT B - REFERENCES

Provide a listing of at least FOUR (4) references, preferably higher education institutions, for which the company has provided these products and/or services within the last three (3) years.

(1) Customer Name: Telephone:

Contact Name: Title:

E-Mail.....

Address:

(2) Customer Name: Telephone:

Contact Name: Title:

E-Mail.....

Address:

(3) Customer Name: Telephone:

Contact Name: Title:

E-Mail.....

Address:

(4) Customer Name: Telephone:

Contact Name: Title:

E-Mail.....

Address:

ATTACHMENT C - NO BID FORM

UNABLE TO SUBMIT A BID? WE SINCERELY HOPE THIS IS NOT THE CASE.

If your firm cannot submit a bid at this time, please provide the information requested in the space provided below and return it to:

**Lutheran Services Florida
Procurement and Contracts Department
LSFProcurement@lsfnet.org
3627 A W Waters Ave
Tampa, FL 33614**

We are unable to submit a bid at this time due to the following reason(s):

- Do not meet minimum requirements
- Insufficient time to respond schedule
- Conflicts with production
- Do not offer these commodities/svcs
- Other (please state below)

Suggestions:

Company Name:

Signature & Title:

Street:

City:

State:

Zip:

Phone:

ATTACHMENT D - Davis Bacon Act

The Davis-Bacon Act and Head Start Programs ACYF-IM-HS-95-04

ACYF
ADMINISTRATION FOR CHILDREN AND FAMILIES

U. S. Department of Health and Human Services
Administration on Children, Youth, and Families

ACYF-IM-HS-95-04

Issuance Date 01/31/95

Originating Office: Head Start Bureau

Key Words: Davis Bacon Act

INFORMATION MEMORANDUM [See Attachment at the bottom] TO: Head Start Grantees and PROVIDER Agencies

SUBJECT: The Davis-Bacon Act and Head Start Programs

A New Provision in Section 644(g) (3) Of the Head Start Act signed into law by the President on May 18, 1994, requires that all contract entered into by any Head Start Program, on or after October 1, 1994, which are in excess of \$2,000 and are for the construction, renovation or repair of buildings used by Head Start programs, are subject to the requirements of the Davis Bacon Act.

The Davis-Bacon Act requires that any Provider hired to construct, renovate, or repair a Head Start facility (if the contract exceeds \$2,000) must pay the laborers and mechanics engaged in the construction or repair "prevailing rate" wages. The "prevailing rate" wages are determined by the Department of Labor for each county in the country and are updated, as necessary. The Davis-Bacon Act also includes provisions about fringe benefits to be paid to laborers and mechanics, limitations on wage withholding, and payroll and record keeping requirements.

Details on the Davis-Bacon Act and how it could affect your program are available from your ACF Regional Office.

/s/

Helen H Taylor

Associate Commissioner

Head Start Bureau

Attachment:

“When the Head Start Act was amended to allow the use of grant funds to construct or make major renovations to Head Start facilities, the Law was also changed to make the Davis-Bacon Act apply to contracts for construction or renovation of Head Start facilities. The effective date of this part of the law was October 1, 1994. Section 644(g) (3) of the Act now states:

All laborers and mechanics employed by Providers or subcontracts in the construction or renovations of facilities to be used to carry out Head Start programs shall be paid wages at not less than those prevailing on similar construction in the locality, as determined by the Secretary of Labor in accordance with the ... [Davis-Bacon Act].

The purpose of this guidance is to highlight some of the basic requirements of the Davis-Bacon Act. Because the law and Department of Labor (DOL) regulations place the responsibilities for enforcement of the Davis-Bacon Act on the granting agency (such as ACF), and not on the DOL, this memo will provide detailed information on the requirements. However, this guidance is not a complete discussion of all aspects, sometimes quite complex and arcane, of Davis-Bacon and other related laws. It is intended to provide an introduction to the subject and enable Regional Office staff to respond to most questions that guarantees will have on the subject, and to inform you of our basic enforcement responsibilities. More information may be needed in the future, and it may prove necessary to seek interpretations of the law and its implementing regulations from the DOL in particular cases.

In part 1 of this guidance the general features and definitions of the Davis-Bacon Act are described. Part 2 discusses our role in monitoring compliance with it.

1. What is the Davis-Bacon Act?

The Davis-Bacon Act is a federal law which requires that “prevailing wages” and fringe benefits must be paid to all laborers and mechanics employed under the federal contracts certain other (usually federally financed) construction and renovation projects.

The advertised specifications for every (covered) in excess of \$2,000 shall contain a provision stating the minimum wages to be paid various classes of laborers and mechanics shall be based upon the wages that will be determined by the Secretary of Labor to be prevailing for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the city, town, village or other civil subdivision of the State in which the work is performed, or in the District of Columbia if the work is to be performed there.

Davis-Bacon requires that all covered employees be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, the full amount accrued at the time of the payment, computed at rations not less than those in the advertised specifications, regardless of any contractual obligation which may be alleged to exist between the Provider or subcontractor and such laborers and mechanics.

The Act imposes record keeping and filing requirement on the Provider, the grantee, and the Federal

agency which funds the grantee. When the Davis-Bacon Act applies contracts of construction or renovation must include certain clauses governing minimum wages to be paid to laborers and mechanics (including the basic hourly rate of pay and the amount contributed by the Provider or subcontractor for certain fringe benefits), limitations on wages withholding, payroll and basic records which must be kept, compliance with anti-kickback provisions, subcontracts, terminations of the contract for break of Davis-Bacon requirement, and other related matters. This mandatory contract language, known as the labor standards clauses, is attached to this memorandum as Attachment 1.

Does Davis-Bacon apply to contracts to which the grantee, but not the Federal government, is a party?

Yes. The Davis-Bacon Act prevailing wage requirements were made applicable to Head Start grantees by section 644(g)(3) of the Head Start Act.

Does the construction or renovation of a facility which will be used to house a Head Start program fall under the Davis-Bacon requirements even if no federal funds are used in the construction or renovation?

Yes. The Head Start Act makes Davis-Bacon applicable to “the Construction or renovation of facilities to be used to carry out Head Start Programs: and does not make federal funding a condition of Davis-Bacon applicability. The DOL has interpreted this to mean that Davis-Bacon applies to all construction or renovation of Head Start facilities, whether or not grant funds are used to finance the construction or renovation. Davis-Bacon applies to building not owned by the grantee if the facility is used or will be used to carry out Head Start programs, any renovations of the building which costs more than \$2,000 falls within the requirement of the Davis-Bacon Act, even if no federal funds are used to pay for the construction or renovation.

What is meant by “construction or renovation?”

The Labor Department regulations define the terms very broadly to include all types of work down on a particular building or work at the building site. Included within the meaning of the phrase “construction, prosecution, completion, or repair” (the phrase in the DOL regulations): altering, remodeling and installation at the work site of items fabricated off the site (where such installation is necessary to the construction or renovation); painting and decorating; manufacturing or furnishing of materials or equipment on the site of the building or work; and transportation between the actual construction location and a facility which is dedicated to such construction and deemed a part of the work. The “site of work” does not include the permanent home offices of the Provider or subcontractor.

What does “laborers and mechanics” mean?

According to DOL regulations, the terms include at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term does not apply to worker whose duties are primarily administrative, executive, or clerical, rather than manual.”

Does Davis-Bacon apply to state and local government grantees?

The regulations provide that a State or local government is not regarded as a Provider in situations where construction is performed by its own employees. If a State or local government grantee contracts for renovation or construction of a facility to be used to carry out a Head Start Program, that contract (if in excess of \$2,000) would be covered.

What are the record-keeping and reporting requirements of the Act?

Providers and subcontractors subject to Davis- Bacon must furnish each week a statement of the wages paid each of its employees engaged in work covered by the Act during the preceding weekly payroll period. The DOL has a form for this purpose, a copy of which is attached as Attachment 2. This statement must be delivered or mailed within seven days of the payroll period to the grantee, which must submit them to the ACF. Providers and subcontractors are required to preserve their payroll records for a period of three years from the date of completion of the contract. The regulation specifies what information must be included in payroll records.

2. What are ACF's responsibilities with respect to monitoring compliance with Davis-Bacon Act?

When a facility to be used to carry out a Head Start program is constructed or renovated the Regional Office which administers the grant will have several responsibilities. These responsibilities are summarized below, according to the time at which the responsibility must be carried out.

- a. Before the work begins before the construction or renovation begins the Regional Office must make sure that the appropriate wage determination or determinations are incorporated in-bid solicitations and contract specifications, and the designating specifically the work to which such wage determinations will apply. Wage determinations are published annually in the Federal Registrar and are updated as needed. It is our responsibility to assure that the wage determination included in the bid solicitations is up-to-date, and that modifications of wage determinations are included up to the time of the contract award) or other applicable wage determinations lock-in-date).
- b. Enforcement ACF must make sure that the labor standards clauses (included as attachment)
 - 1) Have been inserted in the contracts subject to the Davis-Bacon Act. No grant funds for renovations or construction may be approved unless the Regional Office is assured that the contract clauses and the correct wage determination are contained in the contract. In addition, grant funds for renovation or construction must be suspended unless the Provider is complying with the requirements of Davis-Bacon and has filed with ACF a current certification of its compliance. The certification of compliance is usually done on the reverse of the weekly payroll form (attachment 2).

Payroll and certification of compliance forms submitted to ACF must be preserved for a period

of 3 years from the date of completion of the contract and must be produced at the request of the Department of Labor at any time during the three-year period.

- c. Investigations DOL regulations state that granting agencies are responsible to make “such investigations as may be necessary to assure compliance with the labor standards clauses. Investigations shall be made of all contracts with such frequency as may be necessary to assure compliance.” The DOL specifies that such investigations “shall include interviews with employees, which shall be taken in confidence and examinations of payroll data” as well a registration and certification of apprenticeship and training plans.
- d. Regular report to the Department of Labor ACF is obligated to make semi-annual reports on compliance with enforcement of the labor standards provisions of the Davis-Bacon Act and its related acts covering the periods of October 1 through March 31 and April 1st through September 30th, respectively. The reports must be furnished to the DOL by April 30 and October 31 of each year.

Does Davis-Bacon apply to contracts to which the grantee, but not the Federal government, is a part?

Yes. The Davis-Bacon Act prevailing wage requirement were made applicable to Head Start grantees by section 644(g)(3) of the Head Start Act

Does the construction or renovation of a facility which will be used to house a Head start program fall under the Davis-Bacon requirements even if no federal funds are used in the construction or renovation?

Yes. The Head Start Act makes Davis-Bacon applicable to “the construction or renovation of facilities to be used to carry out Head Start programs” and does not make federal funding a condition of Davis-Bacon applicability. The DOL has interpreted this to mean that Davis-Bacon applies to all construction or renovation of Head Start facilities, whether or not grant funds are used to finance the construction or renovation. Davis-Bacon applies to buildings not owned by the grantee if the facility is used or will be used to carry out Head Start programs. So, if a building which a grantee rents is used to carry out a Head Start program, any renovation of the building which costs more than \$2,000 falls within the requirement of the Davis-Bacon Act, even if no federal funds are used to pay for a construction or renovation.

What is meant by “construction or renovation?”

The Labor Department regulations define the terms very broadly to include all types of work done on a particular building or work at the building site. Included within the meaning of the phrase “construction, prosecution, completion, or repair” (the phrase in the DOL regulations): altering, remodeling and installation at the work site of items fabricated off the site (where such installation is necessary to the construction or renovation); painting and decorating; manufacturing or furnishing of materials or equipment on the site of the building or work; and transportation between the actual construction location and a facility which is dedicated to such construction and deemed a part of the work. The “site of the work” does not include the permanent home offices of the

Provider or subcontractor.

What does “laborers and mechanics” mean?

According to DOL regulations, the term “includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual.”

Does Davis-Bacon apply to state and local government grantees?

The regulation provides that a State or local government is not regarded as a Provider in situations where construction is performed by its own employees. If a State or local government grantees contracts for renovation or construction of a facility to be used to carry out a Head Start program, that contract (if in excess of \$2,000) would be covered.

What are the record-keeping and reporting requirements of the Act?

Providers and subcontractors subject to Davis-Bacon must furnish each week statement on the wage paid each of its employees engaged in work covered by the Act during the preceding weekly payroll period. The DOL has a form for this purpose, a copy of which is attached as Attachment 2. This statement must be delivered or mailed within seven days of the payroll period to the grantee, which must submit them to the ACF. Providers and subcontractors are required to preserve their payroll records for a period of three years from the date of completion of the contract. The regulation specifies what information must be included in payroll records.

ATTACHMENT E - Wage Determination

"General Decision Number: FL20240202 04/19/2024

Superseded General Decision Number: FL20230202

State: Florida

Construction Type: Building

County: Duval County in Florida.

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).

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:	. 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.
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:	. 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 01/12/2024
 2 03/15/2024
 3 04/19/2024

ASBE0013-001 05/15/2023

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 28.00	12.30

CARP0702-001 08/01/2020

	Rates	Fringes
CARPENTER (Includes Drywall Hanging and Form Work).....	\$ 23.63	13.30

ELEC0177-004 01/01/2023

	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring).....	\$ 32.31	14.20
PAID HOLIDAYS: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, The Day after Thanksgiving and Christmas Day.		

ELEV0049-001 01/01/2023

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 46.83	37.335+a+b

FOOTNOTE:

- a. Employer contributions 8% of regular hourly rate to vacation pay credit for employee who has worked in business more than 5 years; Employer contributions 6% of regular hourly rate to vacation pay credit for employee who has worked in business less than 5 years.
- b. Paid Holidays: New Year's Day; Memorial Day; Independence Day; Labor Day; Veterans' Day, Thanksgiving Day; The Friday after Thanksgiving Day; and Christmas Day.

ENGI0487-021 07/01/2016

	Rates	Fringes
OPERATOR: Crane All Cranes 160 Ton Capacity and Over.....	\$ 33.05	9.20
All Cranes Over 15 Ton Capacity.....	\$ 32.05	9.20
OPERATOR: Forklift.....	\$ 23.25	9.20
OPERATOR: Mechanic.....	\$ 32.05	9.20
OPERATOR: Oiler.....	\$ 23.50	9.20

IRON0402-001 10/01/2023

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 27.75	15.27

PLUM0234-006 09/21/2023

	Rates	Fringes
PLUMBER.....	\$ 35.09	16.50

PLUM0234-011 09/21/2023

	Rates	Fringes
PIPEFITTER (Includes HVAC Pipe and Unit Installation).....	\$ 35.09	16.50

SFFL0821-004 01/01/2024		
	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 32.03	23.01

* SHEE0435-003 04/01/2024		
	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 28.31	16.15
A: Holiday Pay: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day		

* SUFL2014-010 08/16/2016		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 17.38	0.00
IRONWORKER, REINFORCING.....	\$ 22.81	11.58
IRONWORKER, STRUCTURAL.....	\$ 17.66	4.49
LABORER: Common or General, Including Cement Mason Tending...	\$ 13.62 **	0.00
LABORER: Pipelayer.....	\$ 13.73 **	1.07
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 14.44 **	1.40
OPERATOR: Bulldozer.....	\$ 15.40 **	1.90
OPERATOR: Grader/Blade.....	\$ 18.97	0.00
OPERATOR: Loader.....	\$ 14.83 **	1.84
OPERATOR: Roller.....	\$ 14.43 **	4.78
PAINTER: Brush, Roller and Spray.....	\$ 15.62 **	2.05
ROOFER.....	\$ 16.99 **	0.00
TILE SETTER.....	\$ 18.01	0.00
TRUCK DRIVER: Dump Truck.....	\$ 13.22 **	2.12
TRUCK DRIVER: Lowboy Truck.....	\$ 14.24 **	0.00

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

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** 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.

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.

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END OF GENERAL DECISION"