

**Regional Consolidated Services
Head Start Program**

BID PACKET

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 - **References**
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**Regional Consolidated Services
Notice Inviting Bids
2019
Playground Climber
Opening Date 7/8/19**

Regional Consolidated Services will accept bids for a playground climber.

The bids must be received prior to 5:00 P.M. 8/2/19, in a sealed envelope labeled with the bid title and number and addressed to the Head Start Data & Systems Coordinator at 221 S. Fayetteville Street, Asheboro, NC 27203 or via email to ebowman@regionalcs.org. Bids will be opened and evaluated by 8/9/19 at the above address. Bids received after the above stated time will be considered for evaluation at the sole discretion of RCS Head Start staff.

Bids must be signed. All bids shall be submitted on forms furnished within this bid packet.

Regional Consolidated Services reserves the right to accept or reject any and all bids, to waive any irregularities in the bids or bidding, to be sole judge as to the merit, quality and acceptability of materials proposed and their compliance to the specifications, if it be in the best interest of the agency.

Overview:

Regional Consolidated Services is planning to update the playground climber located the Head Start center at 2246 NC HWY 86 N.

RFP Contacts:

All general correspondence and inquires about the RFP should be submitted in writing by mail or email to the primary contact.

The primary contact is:

Elizabeth Cooney
Data & Systems Coordinator
Regional Consolidated Services- Head Start
221 S Fayetteville Street
Asheboro, NC 27203
Phone: 336-629-5141
Email: ebowman@regionalcs.org

Bidders may bid for all equipment in this RFP in whole or in part.

**REGIONAL CONSOLIDATED SERVICES
INSTRUCTION FOR BIDDERS**

1. PREPARATION OF BID FORM

Regional Consolidated Services invites bids on the form enclosed to be submitted no later than 5:00 P.M. 8/2/19. All blanks on the bid form must be appropriately filled in. Each bid must be submitted in a separate sealed envelope bearing on the outside REGIONAL CONSOLIDATED SERVICES HEAD START BID. It is the sole responsibility of the bidder to ensure that his bid is received by the Data & Systems Coordinator at 221 S. Fayetteville Street, Asheboro, NC 27203 prior to the closing date and time. Any bids received after the scheduled closing time for receipt of bids will be considered at the discretion of the Data & Systems Coordinator.

2. BID SUBMISSION ADDRESS

All bids must be submitted and received by the Data & Systems Coordinator at 221 S. Fayetteville Street, Asheboro, NC 27203 or P.O. Box 1883, Asheboro, NC 27204-1883.

3. BID OPENING READING

All bids shall be opened and evaluated by 8/9/19 at the above mentioned address.

4. SIGNATURE

The bid must be signed in the name of the bidder and must bear the signature in longhand or e-signature of the person or persons duly authorized to sign such bids.

5. MODIFICATIONS

Changes in the bid documents, additions to the bid, or any other modifications of the bid form may result in rejection of the bid as not being responsive to the invitation to bid. No oral or telephone modifications shall be considered. Written, emailed by authorized representative or faxed modifications received prior to the bid closing date and time will be accepted.

6. WITHDRAWAL OF BID

Bidders may withdraw bids by written request at any time prior to the scheduled closing time for receipt of bids.

7. INTERPRETATION OF BID DOCUMENTS

If discrepancies or omissions are found in the bid documents bidders may submit a written request for clarification or correction to the office of the Data & Systems Coordinator. A copy of the request for clarification and the response thereto will be mailed or emailed to all bidders. Corrections will be made by added issued to each bidder. Regional Consolidated Services will not be responsible for oral interpretations. All addenda issued during the time of bidding shall be incorporated into the bid.

8. AWARD OF BID

Regional Consolidated Services reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or the bidding process, and to make its selection of items awarded based upon its best judgment as to which items substantially comply with the specifications, or which are most economical and/or best suited for the needs of the agency. All bids shall remain open and valid and subject to acceptance until a bid acceptance decision has been made but not to exceed a period of forty-five (45) days after the bid opening date. Items listed on the bid will be awarded in part or whole and quantities may vary, whichever is in the best interest of the agency.

9. PRICES

Bid each item separately. Prices must be stated in the unit it's specified. In case of a discrepancy between the unit price and the extended price, the unit price will be considered correct. Prices should be quoted net, including any trade discounts, F.O.B. destination. Prices shall NOT include sales tax but sales tax shall be listed separately. Freight, shipping, warranty and other like pricing should be listed separately as well. Bid prices should be locked for the entirety of the project scope.

10. DELIVERY SCHEDULE.

Bidders shall be required to commence delivery of all items on which bids are accepted immediately after receipt of a purchase order. Failure to complete all deliveries within thirty-five (35) days after receipt of a purchase order shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

11. BRANDS

Brand names are included for descriptive purposes, to indicate the quality, design and utility desired. This specification is not intended to restrict competition. Brands of equal make or type to those specified are acceptable unless otherwise indicated in this bid request. Each bidder shall indicate the manufacturer's name and model number of the brands being bid and shall submit all samples in accordance with the SAMPLES provision of this bid. Specifications must be sent prior to or with bid on items bid as alternate or equal. It is up to the bidder to show compliance with the specifications listed.

12. SAMPLES

If the bidder is bidding items/brands other than those specified or if no brand is indicated in the bid documents, the following shall apply:

- A. Complete specifications, descriptions, documentation, and photographs/sketches shall be submitted with the bid.
- B. Documentation that clearly shows that an alternative product meets or exceeds compatibility with requested specifications.

13. EVIDENCE OF RESPONSIBILITY

Regional Consolidated Services request the names of three (3) references with whom similar transactions were made during the previous year.

14. ANTI-DISCRIMINATION

It is the policy of Regional Consolidated Services that in connection with all services performed, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age or marital status, and therefore, the bidder agrees to comply with applicable Federal and State laws. In addition, the bidder agrees to require like compliance by all subcontractors employed by them.

15. INSPECTION AND ACCEPTANCE

All items provided under this bid shall meet or exceed the bid specifications and shall comply with all Federal and State laws governing their productions, handling, processing and labeling. Inspection and acceptance of all items shall be at destinations. Items found to be defective or not in accordance with the bid specifications shall be replaced immediately by the bidder at no cost to Regional Consolidated Services. Regional Consolidated Services shall be allowed fifteen (15) working days after completed installation to report damaged goods. Failure to replace said items shall be considered sufficient cause for default action under the DEFAULT provision of this bid.

16. LIABILITY

The bidder shall hold the Regional Consolidated Services, its officers, agents, servants and employees harmless from liability of any nature or kind whatsoever on account of use by the publisher or author, manufacturer or agent, of any copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this bid. Contractor agrees to indemnify and save harmless, Regional Consolidated Services, its officers, agents and employees from and against any and all claims, demands, losses, defense costs or liability of any kind or nature which Regional Consolidated Services, its officers, agents and employees may sustain or incur or which may be imposed upon them for injury to or death of persons, or damage to property as a result of, arising out of, or in any manner connected with contractor's performance, under the terms of this contract, excepting only liability arising out of the sole negligence of the Regional Consolidated Services.

17. BID DOCUMENTS

The complete bid includes the following documents: Notice, Bidder Information, and Equipment Specifications including Bidder Response, Business Specifications, References, Confidentiality Agreement, and Liability Agreement. Any of these shall be interpreted to include all the provisions of the other documents as though fully set out therein. The Bidder should fully acquaint himself with the conditions and terms affecting the performance of the agreement if awarded. The bidder's submission of a bid shall be taken as prima facie evidence of compliance with this section.

18. TAXES

State and local taxes will be paid by purchaser. Taxes are not to be included in the prices that are submitted with this bid but shown separately under the area labeled "Taxes".

19. DELIVERY

Destination shall be as designated within the boundaries of the Regional Consolidated Services Head Start location. All shipments shall be accompanied by a packing slip. Purchase order numbers shall appear on all packing slips, invoices, and packages.

20. ERRORS

Responsibility for errors or omissions on the part of bidders in making up their bids will not be assumed by Regional Consolidated Services. All bids must be typewritten. No erasures will be permitted. Mistakes may be crossed out and corrections typed adjacent to the error. Corrections must be initialed in ink prior to the bid opening by the person signing the bid. Bids should be verified before submission, as they cannot be withdrawn or modified after the bid closing time and date.

21. NON-CONFORMING

When any supplier shall deliver any article which does not conform to the specifications or when deliveries are unduly delayed, Regional Consolidated Services may, at its option, annul and set aside the contract entered into with said supplier, either in whole or in part, and make and enter into a new contract with supplier that can provide equal or similar items in a timely manner. Additional costs incurred by Regional Consolidated Services as a result of such action shall be borne by the supplier (and/Or his sureties), failing to perform.

22. PURCHASES ORDERS

Regional Consolidated Services shall issue purchase orders to the vendor.

23. INVOICES

Invoices shall be submitted in duplicate to Regional Consolidated Services and shall contain the following information: Purchase order number, item number, item description, quantity, unit price, extended total and applicable discounts for items delivered. Failure to enter the above information on the invoice may cause a delay in payment. Payment shall be made on partial deliveries accepted by Regional Consolidated Services.

24. DEFAULT

Regional Consolidated Services may, by written notice of default to the vendor, terminate the whole or any part of its order under this agreement if:

A. Vendor fails to make delivery of the supplies or to perform the service within the time specified herein or any extension thereof:

OR

B. Vendor fails to perform any of the other provisions of this agreement and does not cure such failure within a period of fifteen (15) calendar days (or such longer period as the purchasing director may authorize in writing) after receipt of notice from the purchasing director specifying such failure. In the event that Regional Consolidated Services terminates its order(s) in whole or in part, Regional Consolidated Services may procure supplies or services similar to those so terminated from other sources, and the vendor shall be liable to the Regional Consolidated Services for any additional costs resulting from such action. Vendor shall be required to deliver all supplies or services under this agreement which are not terminated.

25. WARRANTY

Warranty periods and terms shall be stated in the bid response. The vendor agrees that all items furnished under this agreement shall be covered by the most favorable commercial warranties (to include merchantability) that the vendor provides any customer for such items, and that the right and remedies provided therein are in addition to any other provision of this agreement.

26. INDEPENDENT CONTRACTOR

While providing the items included herein, the vendor is an independent contractor and not an officer, employee, or agent of Regional Consolidated Services.

REGIONAL CONSOLIDATED SERVICES

2019

Playground Climber Bid

BID CLOSING DATE: 5:00 P.M. 8/2/19

REGIONAL CONSOLIDATED SERVICES MAIN OFFICE

221 S. FAYETTEVILLE STREET

ASHEBORO, NC 27203

336-629-5141 x3031

TO: Data & Systems Coordinator

1. Pursuant to and in compliance with the Instructions to Bidders, and other documents relating thereto, the undersigned bidder, having familiarized himself with the terms of the bid and the conditions affecting the performance of the bid, hereby proposes and agrees to perform, within the time stipulated, everything required by the Agreement for the amount herein set forth.

2. It is understood that Regional Consolidated Services reserves the right to reject this bid as specified in the Instructions for Bidders.

3. Bidders must comply with the provisions of this bid and Instructions for Bidders.

BIDDER INFORMATION

COMPANY NAME:		
STREET ADDRESS:		
MAILING ADDRESS:		
CITY/STATE:		ZIP:
COUNTY:		
COMPANY CONTACT PERSON:		TITLE:
PHONE:	EXT:	FAX:
EMAIL ADDRESS:		COMPANY WEBSITE:
DESCRIPTION OF BUSINESS PRODUCTS/SERVICES:		
YEARS IN BUSINESS:		EMPLOYER'S FEDERAL ID #:
FEDERAL COMMUNICATIONS COMMISSION (FCC) REGISTRATION NUMBER:		VALID E-RATE SERVICE PROVIDER IDENTIFICATION (SPIN) NUMBER:
LEGAL STRUCTURE OF BUSINESS: <input type="checkbox"/> SOLE PROPRIETOR <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> CORPORATION <input type="checkbox"/> IRS DESIGNATION <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> OTHER		

Is the company a subsidiary of another company or affiliated with a parent company? YES NO

If "YES", please provide the following information about the corporate office/parent company, if different from above, or indicate "SAME".

PARENT COMPANY NAME:		
STREET ADDRESS:		
MAILING ADDRESS:		
CITY/STATE:	ZIP:	COUNTY:
AUTHORIZED REPRESENTATIVE:		TITLE:
PHONE:	EXT:	FAX:
EMAIL ADDRESS:	COMPANY WEBSITE:	

Has the company been in operation in the above state during the entire last year? YES NO

Is the company current on all state taxes? YES NO

Is the company current on all federal taxes? YES NO

Is the company current on all county, city and local taxes? YES NO

Signature of Authorized Representative: _____

DATE: _____

EQUIPMENT BID SPECIFICATIONS

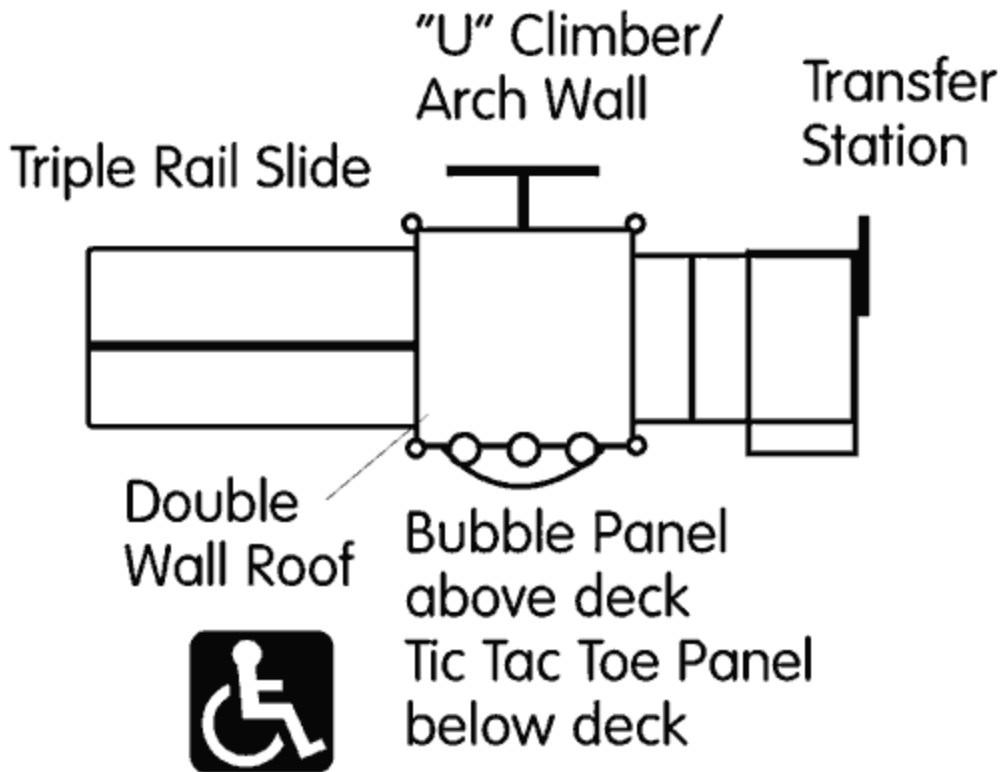
Regional Consolidated Services (RCS) Head Start is seeking bids for an age appropriate playground climber for our Caswell Community Head Start center located at 2246 NC Hwy 86 N, Yanceyville, NC.

RCS Head Start expects this climber to meet minimum specifications and functionality requested in this RFP. We expect the Contractor to install and configure to achieve the functionality as specified below.

- The playground climber needs to be appropriate for children ages three (3) to five (5) years old.
- Expected capacity of up to at least 12 children.
- Approximate size 7 ft. by 14 ft.
- Must have triple rail slide
- Prefer activity panels in addition

Diagram examples of like equipment:





Contractor shall provide a project manager, team management, and coordination in order to manage the scope of work, project timeline, project resources, meetings, reporting, and issue resolutions.

REQUIRMENTS

- Contractor must be a licensed playground installer in North Carolina.
- Contractor must comply with the provisions of the Davis-Bacon Act.
- Installation must be included in the bid.
- All installations require anchoring system.
- Contractor is responsible for removal of all wrappings, skids, cartons, and all the like. The area must be ready to be used by children.
- Contractor must replace/relocate any mulch moved by equipment during the installation.

**Bidders may propose different equipment but all equipment must meet specifications and have equal or better feature sets than models listed above.*

DAVIS-BACON ACT

The contractor will be required to comply with the provisions of the Davis-Bacon Act, including the requirement that laborers and mechanics must be compensated at a minimum in accordance with the prevailing wage in the locality as determined by the Department of Labor for that locality (Attachments D and E). Insurance of Compliance will require the contractor to include a signed Procurement Contract Provisions (Attachment C) attached hereto and to provide to Regional Consolidated Services the contractor's payroll records for the current pay period with the bill for each stage of the completion.

Professional Service Price per Hour out of scope of contract:

Project Management: \$

Design fee: \$

Installation Services: \$

Total Hours:

ADDITIONAL REQUIREMENTS**USE OF SUBCONTRACTORS**

The vendor must identify all subcontractors that will be paid more than ten percent (10%) of the overall project budget. Additionally, the vendor must provide the role of each subcontractor, the subcontractor's experience in that role, and the vendor's relationship with the subcontractor. All subcontractors must have at least one year of experience in the services they will be providing. In any subcontracts entered into by the vendor for the performance of services, the vendor shall require the subcontractor, to the extent of the services to be performed by the subcontractor, to be bound by the terms of the Contract and to assume toward the vendor all of the obligations and responsibilities that the vendor assumes toward the project. Regional Consolidated Services reserves the right to receive copies of and review all subcontracts. The management of any subcontractor will be the responsibility of the vendor, and the vendor shall remain responsible for the performance of its subcontractors to the same extent as if the vendor had not subcontracted such performance. The vendor shall make all payments to subcontractors or suppliers of the vendor.

QUESTIONS PERTAINING TO THIS RFP

Any questions concerning this RFP must be submitted in writing to the Data & Systems Coordinator. Questions may be submitted by email to Elizabeth Cooney at ebowman@regionalcs.org or by mail to Regional Consolidated Services, Attn: Elizabeth Cooney, 221 S Fayetteville Street, Asheboro, NC 27203. All questions will be posted on the Regional Consolidated Services Head Start website at <http://headstart.regionalcs.org/rfp.htm> in the Q&A section.

OWNERSHIP OF EQUIPMENT

All equipment will become the property of Regional Consolidated Services once it is delivered and accepted by Regional Consolidated Services.

INVOICING PROCESS

Each invoice must contain the following data elements:

- invoice number
- invoice date
- billing account number
- total invoice amount
- purchase order number
- general description of items invoiced
- the number of items invoiced
- the cost per item

Bidder shall respond to:

- 1. Price: Equipment, shipping fees, taxes, installation, and removal of cartons and other similar items**
- 2. Performance Reliability: Please include 3 references**
- 3. Life-cycle Cost: What is the estimated life of the products bid?**
- 4. Delivery: Please specify estimated delivery of materials, lead time, and estimated time for completion of job.**
- 5. Manufacturer's Warranty: Please specify hardware and software**
- 8. Provide Certificate of Insurance with minimum limits of liability for commercial general liability, auto, worker's compensation, employer's liability, property and the vendor's W-9.**
- 9. Provide all-inclusive example contract for scope of work, delivery, and cost allocated by line item.**

The bidder shall address each of the above to the best of their ability in their bid document. Proposals should not exceed 50 pages of text, exclusive of attachments and appendices. The font should be clearly readable and no less than 11 point. Proposals submitted in electronic form must be in Microsoft Word or Adobe Acrobat PDF format and emailed to the Data & Systems Coordinator at ebowman@regionalcs.org no later than 5 p.m. on the due date. Proposals emailed may not exceed nine (9) megabytes and is up to the vendor to verify delivery was complete to the Data & Systems Coordinator. If any files will cause the email to exceed the size limit, please separate the submission into two or more separate emails and clearly label them "1 of X", "2 of X" and so forth (where X= the total number of emails).

Paper submissions must be submitted in two (2) hard copies. Paper submissions must be in a sealed envelope delivered in person or a delivery service mark with bold inscription "**REGIONAL CONSOLIDATED SERVICES HEAD START BID**" to the following address:

Regional Consolidated Services
Attn: Elizabeth Cooney
221 S Fayetteville Street
Asheboro, NC 27203

Bids will not be accepted by fax.

Factors in determining the award of this bid: The values noted below are for E-Rate compliance, giving price of the eligible goods and services the highest weight.

1. Price
2. Product/Service quality
3. Understanding of needs
4. Prior experience/track record
5. Personnel qualifications
6. Financial stability

The bidder shall address each of the above to the best of their ability in their bid document.

Regional Consolidated Services Head Start Procurement Contract Provisions

The following provisions, as applicable, are conditions and assurances agreed and certified to by the contractor upon acceptance of a contract to provide certain goods or services, and are made part thereof.

1. The contractor shall comply with Executive Order 11246, as amended by Executive Order 11375, "Amending Executive Order 1246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
2. All contracts and sub-grants in excess of \$2000 for construction or repair of facilities awarded by recipients and sub-recipients are subject to the Copeland "Anti-Kickback" Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which s/he is otherwise entitled.
3. When required by Federal program legislation, all construction contracts awarded by recipients and sub-recipients of more than \$2000 are subject to the Davis-Bacon Act, (40 U.S.C., 276a to a-7) and as supplemented by Dept. of Labor regulations (29 CFR part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction". Under this Act contractors are required to pay wages to laborer and mechanics at a rate not less than the minimum wages specified in the current wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. Copies of these provisions are attached and made part of this contract. Weekly payroll information recorded on Optional Form WH-347 or its equivalent (also attached) must be submitted to the local RCS project official for inclusion with billing information.
4. Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of laborers or mechanics are required to comply with sections 102 and 107 of the Contract Work Hours and Safety Standards Act, (40 U.S.C. 327-333) as supplemented by Department of Labor regulations (29 CFR part 5). Section 102 requires the contractor 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 payment of wages in excess of 40 hours at 1 ½ times the basic pay rate. Section 107 provides that no laborer or mechanic shall be required to work in surroundings or under working conditions that are unsanitary, hazardous or dangerous.
5. Any inventions resulting from experimental, developmental or research work shall be subject to 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."
6. Recipients of contracts and sub-grants in excess of \$100,000 agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, (42 U.S.C., 7401 et seq.) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
7. Contractors who bid for an award of more than \$100,000 must file, with RCS, a certification of compliance with restrictions of the Byrd Anti-Lobbying Amendment, (31 U.S.C., 1352), that it has not and will not use federally appropriated funds to pay any person or organization for influencing or attempting to influence 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 other award covered by the amendment. Contractors shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
8. Contractors shall certify that they are not prohibited from receiving procurement awards pursuant to Executive Orders 12549 and 12689, "Debarment and Suspension", and do not appear on the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs."
9. Contractors shall provide a current Certificate of Insurance naming Regional Consolidated Services as an additional insured and which verifies general liability and Workers Compensation coverage. In North Carolina in lieu of a Workers Compensation certificate of insurance, a valid current Certificate of coverage from the NC Workers Compensation Commission is required.

Copeland Act Contract Provisions

Purpose:

This part prescribes “anti-kickback” regulations under section 2 of the Act of June 13, 1934, as amended (40 U.S.C. 276c), popularly known as the Copeland Act. This part applies to any contract which is subject to Federal wage standards and which is for the construction, prosecution, completion, or repair of public buildings, public works or buildings or works financed in whole or in part by loans or grants from the United States. The part is intended to aid in the enforcement of the minimum wage provisions of the Davis-Bacon Act and the various statutes dealing with federally assisted construction that contain similar minimum wage provisions, including those provisions which are not subject to Reorganization Plan No. 14 (e.g., the College Housing Act of 1950, the Federal Water Pollution Control Act, and the Housing Act of 1959), and in the enforcement of the overtime provisions of the Contract Work Hours Standards Act whenever they are applicable to construction work. The part details the obligation of contractors and subcontractors relative to the weekly submission of statements regarding the wages paid on work covered thereby; sets forth the circumstances and procedures governing the making of payroll deductions from the wages of those employed on such work; and delineates the methods of payment permissible on such work.

Weekly statement with respect to payment of wages.

- a) As used in this section, the term employee shall not apply to persons in classifications higher than that of laborer or mechanic and those who are the immediate supervisors of such employees.
- b) Each contractor or subcontractor engaged in the construction, prosecution, completion, or repair of any public building or public work, or building or work financed in whole or in part by loans or grants from the United States, shall furnish each week a statement with respect to the wages paid each of its employees engaged on work covered by this part 3 and part 5 of this chapter during the preceding weekly payroll period. This statement shall be executed by the contractor or subcontractor or by an authorized officer or employee of the contractor or subcontractor who supervises the payment of wages, and shall be on form WH 348, “Statement of Compliance”, or on an identical form on the back of WH 347, “Payroll (For Contractors Optional Use)” or on any form with identical wording. Sample copies of WH 347 and WH 348 may be obtained from the Government contracting or sponsoring agency, and copies of these forms may be purchased at the Government Printing Office.
- c) The requirements of this section shall not apply to any contract of \$2,000 or less.
- d) Upon a written finding by the head of a Federal agency, the Secretary of Labor may provide reasonable limitations, variations, tolerances, and exemptions from the requirements of this section subject to such conditions as the Secretary of Labor may specify. [29 FR 97, Jan. 4, 1964, as amended at 33 FR 10186, July 17, 1968; 47 FR 23679, May 28, 1982]

Submission of weekly statements and the preservation and inspection of weekly payroll records.

- a) Each weekly statement required under Sec. 3.3 shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work, or, if there is no representative of a Federal or State agency at the site of the building or work, the statement shall be mailed by the contractor or subcontractor, within such time, to a Federal or State agency contracting for or financing the building or work. After such examination and check as may be made, such statement, or a copy thereof, shall be kept available, or shall be transmitted together with a report of any violation, in accordance with applicable procedures prescribed by the United States Department of Labor.
- b) (b) Each contractor or subcontractor shall preserve his weekly payroll records for a period of three years from date of completion of the contract. The payroll records shall set out accurately and completely the name and address of each laborer and mechanic, his correct classification, rate of pay, daily and weekly number of hours worked, deductions made, and actual wages paid. Such payroll records shall be made available at all times for inspection by the contracting officer or his authorized representative, and by authorized representatives of the

Department of Labor. (Reporting and recordkeeping requirements in paragraph (b) have been approved by the Office of Management and Budget under control number 1215-0017)

Payroll deductions permissible without application to or approval of the Secretary of Labor.

Deductions made under the circumstances or in the situations described in the paragraphs of this section may be made without application to and approval of the Secretary of Labor:

- a. Any deduction made in compliance with the requirements of Federal, State, or local law, such as Federal or State withholding income taxes and Federal social security taxes.
- b. Any deduction of sums previously paid to the employee as a bona fide prepayment of wages when such prepayment is made without discount or interest. A bona fide prepayment of wages is considered to have been made only when cash or its equivalent has been advanced to the person employed in such manner as to give him complete freedom of disposition of the advanced funds.
- c. Any deduction of amounts required by court process to be paid to another, unless the deduction is in favor of the contractor, subcontractor, or any affiliated person, or when collusion or collaboration exists.
- d. Any deduction constituting a contribution on behalf of the person employed to funds established by the employer or representatives of employees, or both, for the purpose of providing either from principal or income, or both, medical or hospital care, pensions or annuities on retirement, death benefits, compensation for injuries, illness, accidents, sickness, or disability, or for insurance to provide any of the foregoing, or unemployment benefits, vacation pay, savings accounts, or similar payments for the benefit of employees, their families and dependents:

Provided, however, that the following standards are met:

1. The deduction is not otherwise prohibited by law;
2. It is either:
 - i. Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of or for the continuation of employment, or
 - ii. Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees;
3. No profit or other benefit is otherwise obtained, directly or indirectly, by the contractor or subcontractor or any affiliated person in the form of commission, dividend, or otherwise; and
4. The deductions shall serve the convenience and interest of the employee.
 - a) (e) Any deduction contributing toward the purchase of United States Defense Stamps and Bonds when voluntarily authorized by the employee.
 - b) Any deduction requested by the employee to enable him to repay loans to or to purchase shares in credit unions organized and operated in accordance with Federal and State credit union statutes.
 - c) Any deduction voluntarily authorized by the employee for the making of contributions to governmental or quasigovernmental agencies, such as the American Red Cross.
 - d) Any deduction voluntarily authorized by the employee for the making of contributions to Community Chests, United Givers Funds, and similar charitable organizations.
 - i. Any deductions to pay regular union initiation fees and membership dues, not including fines or special
 - e) assessments: Provided, however, That a collective bargaining agreement between the contractor or subcontractor and representatives of its employees provides for such deductions and the deductions are not otherwise prohibited by law.
 - f) Any deduction not more than for the "reasonable cost" of board, lodging, or other facilities meeting the requirements of section 3(m) of the Fair Labor Standards Act of 1938, as amended, and part 531 of this title. When such a deduction is made the additional records required under Sec. 516.25(a) of this title shall be kept.

- g) Any deduction for the cost of safety equipment of nominal value purchased by the employee as his own property for his personal protection in his work, such as safety shoes, safety glasses, safety gloves, and hard hats, if such equipment is not required by law to be furnished by the employer, if such deduction is not violative of the Fair Labor Standards Act or prohibited by other law, if the cost on which the deduction is based does not exceed the actual cost to the employer where the equipment is purchased from him and does not include any direct or indirect monetary return to the employer where the equipment is purchased from a third person, and if the deduction is either
 - i. Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance; or
 - ii. Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees.

Payroll deductions permissible with the approval of the Secretary of Labor.

Any contractor or subcontractor may apply to the Secretary of Labor for permission to make any deduction not permitted under Sec. 3.5. The Secretary may grant permission whenever he finds that:

- a) The contractor, subcontractor, or any affiliated person does not make a profit or benefit directly or indirectly from the deduction either in the form of a commission, dividend, or otherwise;
- b) The deduction is not otherwise prohibited by law;
- c) The deduction is either
 - i. Voluntarily consented to by the employee in writing and in advance of the period in which the work is to be done and such consent is not a condition either for the obtaining of employment or its continuance, or
 - ii. Provided for in a bona fide collective bargaining agreement between the contractor or subcontractor and representatives of its employees; and
- d) The deduction serves the convenience and interest of the employee.

Applications for the approval of the Secretary of Labor.

Any application for the making of payroll deductions under Sec. 3.6 shall comply with the requirements prescribed in the following paragraphs of this section:

- a) The application shall be in writing and shall be addressed to the Secretary of Labor.
- b) The application need not identify the contract or contracts under which the work in question is to be performed. Permission will be given for deductions on all current and future contracts of the applicant for a period of 1 year. A renewal of permission to make such payroll deduction will be granted upon the submission of an application which makes reference to the original application, recites the date of the Secretary of Labor's approval of such deductions, states affirmatively that there is continued compliance with the standards set forth in the provisions of Sec. 3.6, and specifies any conditions which have changed in regard to the payroll deductions.
- c) The application shall state affirmatively that there is compliance with the standards set forth in the provisions of Sec. 3.6. The affirmation shall be accompanied by a full statement of the facts indicating such compliance.
- d) The application shall include a description of the proposed deduction, the purpose to be served thereby, and the classes of laborers or mechanics from whose wages the proposed deduction would be made.
- e) The application shall state the name and business of any third person to whom any funds obtained from the proposed deductions are to be transmitted and the affiliation of such person, if any, with the applicant.

Action by the Secretary of Labor upon applications.

The Secretary of Labor shall decide whether or not the requested deduction is permissible under provisions of Sec. 3.6; and shall notify the applicant in writing of his decision.

Prohibited payroll deductions.

Deductions not elsewhere provided for by this part and which are not found to be permissible under Sec. 3.6 are prohibited.

Methods of payment of wages.

The payment of wages shall be by cash, negotiable instruments payable on demand, or the additional forms of compensation for which deductions are permissible under this part. No other methods of payment shall be recognized on work subject to the Copeland Act.

Regulations part of contract.

All contracts made with respect to the construction, prosecution, completion, or repair of any public building or public work or building or work financed in whole or in part by loans or grants from the United States covered by the regulations in this part shall expressly bind the contractor or subcontractor to comply with such of the regulations in this part as may be applicable. In this regard, see Sec. 5.5(a) of this subtitle.

Attachment E

Davis-Bacon Act Contract Provisions

(1) Minimum wages:

(i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in Sec. 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- 1)The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- 2)The classification is utilized in the area by the construction industry; and
- 3)The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(1)(ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) Withholding:

Regional Consolidated Services shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) Payrolls and basic records:

(i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii) (A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate Federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Sec. 5.5(a)(3)(i) of Regulations, 29 CFR part 5. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, DC 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

- (1) That the payroll for the payroll period contains the information required to be maintained under Sec. 5.5(a)(3)(i) of Regulations, 29 CFR Part 5 and that such information is correct and complete;
- (2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;
- (3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a)(3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a)(3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) Apprentices and trainees:

(i) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire workforce under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) Compliance with Copeland Act requirements:

The contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

(6) Subcontracts:

The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Department of Labor may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) Contract termination: debarment:

A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) Compliance with Davis-Bacon and Related Act requirements:

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) Disputes concerning labor standards:

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) Certification of eligibility:

(i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(11) Contract Work Hours and Safety Standards Act:

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (11)(i) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (11)(i) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (11)(i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. Regional Consolidated Services shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the

Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (11)(ii) of this section.

(iv) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (11)(i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (11)(i) through (iv) of this section.

(12) Record Retention and Maintenance:

In addition to the clauses contained in paragraph (11) the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of Regional Consolidated Services, the Department of Labor, or any other duly authorized representative and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

BUSINESS SPECIFICATIONS

Is your business (check all that apply):

- Small Business
- Minority-Owned Firm
- Women's Business Enterprise

BID MATRIX

Prices/Charges	40%
Product/Service quality	10%
Understanding of Needs	10%
Prior Experience/Track record	10%
Personnel Qualifications	10%
Financial Stability	10%
Small/Minority-Owned/Women's Business	10%

REFERENCES

1. Company _____
Contact Name _____
Address _____

Telephone _____
Project _____

Completed by _____ Date _____

2. Company _____
Contact Name _____
Address _____

Telephone _____
Project _____

Completed by _____ Date _____

3. Company _____
Contact Name _____
Address _____

Telephone _____
Project _____

Completed by _____ Date _____

CONFIDENTIALITY AGREEMENT

I understand that any information learned about any staff or participant or their spouse, family, or the Agency, is to be kept confidential and is not to be discussed outside this facility at any time.

I also understand that discussion of any information gathered during interaction with staff, children or families of the program is not permitted unless specifically directed by the program director or the executive director of Regional Consolidated Services.

I understand that at no time should I or any other employee of the same vendor attempt to access, look at, review, log/record/retain/save/copy, redirect or in any other way access the content of traffic on the network. If, at any time, the I or any other employee of the same vendor become aware that unauthorized access is taking place or has taken place, it is required to take immediate steps to stop current and/or future unauthorized access and immediately notify the Data & Systems Coordinator and Executive Director of Regional Consolidated Services.

Date: _____

Contractor Signature: _____



LIABILITY AGREEMENT

I acknowledge that I have the primary responsibility. I hereby agree to indemnify and save harmless Regional Consolidated Services, the Head Start Program, their representatives and employees from and against any and all loss, cost, damage, expense and liability caused by an accident or other occurrence causing bodily injury, including death, sickness and disease to any person, or damage or destruction to property, real or personal, which may arise from operations, productions or services rendered as a result of my contracting with Regional Consolidated Services.

Signature

Name of Insurance Company

Claims Representative/Telephone Number

Policy Number Expiration Date

History of RCS Head Start

Head Start began in 1965 with the implementation of the Economic Opportunity Act, which was part of President Lyndon B. Johnson's war on poverty. The program was designed to provide preschool children from economically challenged families with a "head start" on formal education.

The first Head Start classes, attended by about 561,000 children, met for eight weeks during the summer of 1965. By 1972 most Head Start programs were full-year preschool programs.

The Head Start program was designed to meet the needs of such children and their families, so that when the child reaches kindergarten, he or she is ready to learn without barriers such as poor health, hunger, or other conditions that could distract them from learning. To achieve this objective, Head Start was designed as a comprehensive preschool program, which addressed the areas of education, disabilities, health (including dental, medical, mental health and nutrition), social services, and parent involvement.

As a result of the implementation of Head Start, over 14,500,000 children have been properly vaccinated, and have received needed medical and dental attention before beginning kindergarten.

Because Head Start is not a "hand out" type of program and there is a big emphasis on parent involvement and parent training, many families involved in the Head Start program have become economically self-sufficient, no longer requiring public assistance.

Children who attend Head Start have a significantly lower chance of being retained in a grade, becoming a teenage parent, committing a crime, or dropping out of school as their peers who do not attend. Parents of Head Start children are more supportive and more active in school activities as their children go through the public school system.

Regional Consolidated Services (RCS) began serving 20 Head Start children at East Side Head Start, located at Asheboro Day Care on Brewer Street, in 1990. In 1994, RCS expanded to serve 60 additional children in three classrooms located at Franklinville, Ramseur, and Trinity Elementary Schools. In 1995, RCS expanded again to serve 34 additional children in two classrooms located at the Early Childhood Development Center (ECDC) in North Asheboro. The ECDC is part of the Asheboro City School System. In 1998, RCS Head Start expanded into Alamance and Caswell Counties. In 2010, RCS Head Start was granted expansion slots to serve an additional 60 children in Alamance and Randolph counties. In 2013, the effects of sequestration led to the closing of one Randolph County site. In 2014, sequestration effects were reinstated and Randolph County received the 20 slots back so we have a total of 485 children and their families that we can serve in Alamance, Caswell and Randolph Counties. RCS Head Start has earned 5-Star rated licenses at all centers within the three county program. In addition, several centers are also accredited by the National Association for the Education of Young Children (NAEYC). In May 2005, RCS Head Start was recognized by the National Head Start Association as an Outstanding Grantee.