



REQUEST FOR PROPOSALS

**RFP-2025-001
NEW CONSTRUCTION OF EARLY LEARNING CENTER IN
DUVAL COUNTY**

**PROJECT ADDRESS- 3240 JUSTINA TERRACE
JACKSONVILLE, FLORIDA 32277**

**RDSA PROJECT NO. D-22-14
JANUARY 6, 2025**

RFP Issued:	Monday, February 10, 2025
Mandatory Site Visit:	9 AM EST Thursday, February 27, 2025
Please RSVP by	3 PM EST Monday, February 24, 2025
Questions Due:	3 PM EST Thursday, March 6, 2025
Proposal Due Date:	4 PM EST Tuesday, March 20, 2025
Estimated Award Date:	Thursday, March 27, 2025
Estimate Work to Commence?	Tuesday, April 1, 2025
Required Completion Date	Thursday, April 30, 2026

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

Lisa Schultz
Procurement and Contracts Manager
Email Address: lsfprocurement@lsfnet.org
Lutheran Services Florida Inc.
3627A W. Waters Ave Tampa, Florida 33614
813-244-5683

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1. PURPOSE OF REQUEST FOR PROPOSAL

Lutheran Services Florida (LSF) is seeking proposals from responsible, qualified, and experienced General Contractor to provide qualified skilled persons to clear area, prepare land for new building construction, and construct a building including but not limited to driveway, parking lot, garbage dumpster location, electrical connection, water & sewer connections, water retention locations, grade ground, etc. per specs provided by architect R. Dean Scott for Duval Head Start Early Head Start per the outlined scope and specifications provided.

2. ABOUT LUTHERAN SERVICES FLORIDA (LSF)

Lutheran Services Florida (LSF) is a 501(c)(3) non-profit organization committed to serving the most vulnerable members of our communities. We provide life-changing human services to individuals of all ages, backgrounds, and belief systems. Our mission is rooted in the belief that every person deserves the opportunity for a better life, and we strive to meet this need through a wide array of programs that support children and families, youth and teens, adults and the elderly, refugees and immigrants.

Our services range from addressing substance abuse and mental health issues to providing educational programs, with the goal of promoting long-term wellness and success. LSF's work helps build healthier, happier, and hope-filled futures for individuals and families in need, strengthening communities across Florida.

Through competitive processes, we aim to achieve cost savings that maximize our impact on the communities we serve. We are committed to delivering high-quality services while ensuring that we are using our resources efficiently. Cost savings provided by contractors will not only help us enhance our programs and services but also allow us to reinvest those savings into expanding our reach and improving outcomes. We recognize the importance of maintaining the balance between value and quality and will work closely with contractors to ensure that this principle is upheld in every aspect of the project.

For more information about Lutheran Services Florida, please visit our website at www.lsfnet.org

3. MANDATORY REQUIREMENTS/QUALIFICATIONS MINIMUM

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. SCOPE OF SERVICES

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified professional General Contractors to oversee the construction of a new early learning center in Duval County. The selected contractor will be responsible for the complete construction process, from site preparation through to the final delivery of the facility. This project is extremely important to provide a safe, modern, and accessible learning environment for the community.

All proposals submitted in response to this RFP must fully meet, or exceed, the specifications, requirements, and standards outlined herein. Proposals must demonstrate the contractor's ability to successfully manage and complete the project within the specified timeline, budget, and quality standards. The contractor must have experience with similar projects, including the construction of educational facilities, and be able to deliver a facility that meets all regulatory, safety, and environmental requirements.

By submitting a proposal, the contractor acknowledges and agrees to comply with all terms and conditions specified in this RFP, including project timelines, budget constraints, and quality expectations. The awarded contract will require a commitment to working closely with the project team, including the design professionals, permitting authorities, and Lutheran Services Florida (LSF), to ensure a successful outcome for the early learning center.

General Scope of Services

- A purchase order must be issued prior to the start of work. The purchase order will constitute the notice to proceed, unless otherwise indicated.
- All individuals performing work under this Contract must have the appropriate licenses, certifications, or credentials that demonstrate competence in the tasks being performed.
- The contractor shall perform all services in compliance with industry standards and all applicable federal, state, FDOT, and local laws, ordinances, and regulations, including, but not limited to, State Health Department, Florida Building Code, and OSHA rules.
- Lutheran Services Florida (LSF) has been awarded a Community Block Development Grant (CDBG) to fund part of this project. All deliverables must be completed and invoiced no later than July 10th, 2025 to meet funding requirements.

Contractor Responsibilities

- The contractor is responsible for collaborating with R Dead Scott Architects Inc. to ensure all RFIs are submitted and resolved in accordance with the project requirements. The contractor must follow the architect's procedures for RFIs and seek written approval for any deviations from the approved architectural plans.
- Any RFIs deemed excessive by the architect after the award will be billed to the general contractor. LSF will not cover costs incurred from excessive RFIs.
- The general contractor must ensure that all work is performed to the required quality and standards. Any work requiring rework or adjustments due to poor quality will result in withheld payments until corrected.
- Walk-throughs will be conducted with the assigned LSF project manager on an ongoing basis, and the general contractor's superintendent, if applicable.

Certified Payroll and Davis-Bacon Act Compliance

- This contract is subject to the Davis-Bacon Act. The contractor must provide certified payroll (WH-347 forms) weekly. Failure to provide accurate forms will result in the withholding of payments.
- The contractor must review the WH-347s for accuracy before submitting them to LSF.

Payments and Billing

- LSF will pay progress billing on a monthly basis. Only a 10% mobilization deposit will be paid to the awarded contractor at the start of the project.
- Any changes to the scope of work will not be allowed unless formally processed through change orders. No payment will be made for unauthorized work.

Site and Work Conditions

- The general contractor must maintain a clean and safe work area at all times, ensuring proper disposal of debris and adherence to safety standards.
- The contractor is responsible for coordinating all trades and ensuring compliance with the approved architectural drawings and specifications.

Compliance with Architectural Drawings

- The contractor must adhere to the architectural drawings and specifications provided in **ATTACHMENTS**. Any deviations must receive prior written approval from LSF and the architect.
- The contractor is responsible for verifying dimensions and material specifications before beginning any work to ensure compliance with the drawings.
- If discrepancies or conflicts arise between the field conditions and the architectural drawings, the contractor must submit an RFI for clarification before proceeding.

Shop Drawings and Submittals

- The contractor is responsible for submitting all shop drawings, product data, and material samples to the LSF project manager/Architect for approval before purchasing or installing materials.
- If any materials or methods deviate from the approved drawings, the contractor must seek written approval before proceeding.

Signage

- If the contractor wishes to place signage, they must ensure that all necessary permits are obtained, and all costs associated with signage are the responsibility of the contractor. Upon completion of the project, signage will become the property of LSF.
- The LSF project manager must approve all signage before placement. Ideally, the signage will also include the LSF logo and information.

Permitting

- LSF is working with R Dead Scott to begin the permitting process due to time-sensitive project deadlines. The awarded contractor is responsible for transferring permits as required. Any costs associated with permit transfer will be billed to LSF as a reimbursable expense with no markup.
- If any permit fees must be paid, they will be processed in the same manner, as a reimbursable expense with no markup.

Final Inspections and Punch List

- The contractor must ensure the work meets all specifications and is complete prior to the final inspection. Any deficiencies identified during the inspection must be addressed before final payment.
- After the final inspection, any outstanding punch list items must be promptly corrected.

Documentation

- The contractor must maintain proper documentation for all submittals, RFIs, and approvals throughout the duration of the project.

5. Owner-Furnished Equipment

The following items will be furnished by the Owner and shall be coordinated accordingly with the Contractor:

1. **Luminaires:** The Owner will provide all luminaires as specified on the Lighting Fixture Schedule (Sheet E-1).
2. **Lighting Controls:** The Owner will provide all lighting controls as specified on the Lighting Control Schedule (Sheet E-3).
3. **Panels:** The Owner will provide all panels as noted on the Panel Schedule (Sheet E-2).

The Contractor is responsible for the receipt, handling, storage (if required), installation, and all associated labor and materials necessary to complete the installation of the Owner-furnished equipment. Coordination with the Owner regarding delivery schedules and site logistics is required to ensure proper integration into the project timeline.

6. LOCATION OF THE WORK

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

Description	Street Address	City, State Zip
Vacant Land	3240 Justina Terrace	Jacksonville FL 32277

7. PRE-BID MEETING

A mandatory pre-bid meeting will be held on **9AM EST Thursday, February 27, 2025**. Please RSVP for meeting address. Please email lsfprocurement@lsfnet.org to **RSVP** by **3 PM EST Monday, February 24, 2025**.

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 meeting, 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 come prepared to take your own measurement(s), pictures, etc.

8. 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 **3 PM EST Thursday, March 6, 2025**. 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.

9. DUE DATE

For a proposal to be considered, it must be submitted directly to lsfprocurement@lsfnet.org via email no later than **4 PM EST Tuesday, March 20, 2025**. Proposals received after this deadline will be late and ineligible for consideration. Proposals sent to any other email addresses will not be accepted.

10. 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.

11. 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 addendum become part of the RFP and the information contained therein will take precedence over the information contained in this document.

12. 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.

13. 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-2025-001**. 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.

14. 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.

Contractors are prohibited from issuing any RFIs directly to the architect or any external parties during this period. All communications, including any inquiries or clarifications related to this RFP, must be directed exclusively to the LSF Procurement Department.

If this provision is violated, the offeror will be immediately disqualified from consideration, and the organization may reject their proposal.

15. CONTRACT PERIOD

The term of this award shall begin upon execution of LSF Agreement and remain in full force until the completion of services. Project must be completed by **April 30, 2026**.

16. 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-2025-001 Response”**. Failure to add this to the subject line may cause your proposal to be missed.

17. PROPOSAL SUBMISSION FORMAT

Organize the proposal as outlined below. Failure to format the proposal in the prescribed manner may result in the proposal being deemed non-responsive and disqualified from consideration. Your response shall be submitted as **four (4)** separate PDF files, each named appropriately, and labeled as follows:

1. FILE ONE – DOCUMENTATION

- Business License
- W9
- Certificate of Insurance

2. FILE TWO – COST PROPOSAL BID FORM

- Complete and return **ATTACHMENT A**. Bidders may submit additional documentation with their cost bid form; however, failure to complete the provided cost proposal form may result in disqualification at LSF’s discretion.

3. FILE THREE – REFERENCES

- Provide a listing of at least **four (4)** references, preferably from higher education institutions, for which the company has provided products and/or services similar to those required by Lutheran Services Florida within the last **three (3) years**. These references must be completed on **ATTACHMENT [INSERT ATTACHMENT NUMBER]**. For each reference, include the following information:
 - Business name
 - Address
 - Phone number
 - Contact person (including contact person’s phone number and email address)
 - Date of the project
 - A brief description of the project and the work performed
- Lutheran Services Florida will only contact the references of selected finalists, and notice will be sent to let finalists know their references will be contacted. It is the responsibility of the general contractor to ensure they notify their references in advance that LSF may be reaching out. Failure to successfully contact references may result in disqualification from consideration. Offerors are highly encouraged to provide responsible references who can speak knowledgeably about the work performed and the contractor's capabilities.

4. FILE FOUR – PROJECT SCHEDULE

- Provide a detailed project schedule outlining key milestones, tasks, and timelines for the new construction building of the child care center. The schedule should include all significant phases of the project, from design through to completion.
- Project Schedule estimated start date is **April 1, 2025**. Start date is subject to change.
- The completion date for the project must be no later than **April 30, 2026**.

18. EVALUATION CRITERIA

Proposals will be reviewed by a committee of LSF employees. The committee will evaluate each proposal based on the criteria outlined below and will submit a recommended company to LSF for approval. Offerors should ensure that all elements of the RFP are fully addressed in their proposals.

Proposals will be evaluated on the following criteria:

- **Alignment with Project Requirements:** The proposal must demonstrate how the offeror's services align with the goals and requirements outlined in the RFP and address the specific needs of the project.
- **Experience and Ability to Perform:** The offeror's ability to successfully provide the services requested, including relevant past performance, demonstrated expertise, and the ability to deliver quality work. This includes the general contractor's experience in similar projects, particularly in constructing educational or child care facilities. Additionally, demonstrated experience with **federal contracts and funding** will be considered, especially in managing compliance with federal regulations and requirements.
- **Project Management and Oversight:** The offeror's approach to handling the project, including their communication strategies, project oversight, and quality control measures. The contractor should clearly outline how they plan to manage the project from start to finish, including handling day-to-day communication with LSF, reporting, and overseeing subcontractors to ensure timelines, budget, and quality standards are met.
- **Timeliness and Ability to Meet Deadlines:** The offeror's proposed schedule and their ability to meet critical project deadlines, with emphasis on completing the project by the required deadline of **July 10th, 2026**.
- **References and Company Experience:** The quality and relevance of the references provided, with a preference for similar projects, especially those involving higher education institutions or similar public sector entities. The offeror's company history and reputation in the industry will also be considered.
- **Compliance with Proposal Response Outline:** Submission of all required documentation, as specified in the "Proposal Response Outline" section of the RFP. Proposals must be organized and submitted according to the outlined format and contain all required documents, including completed forms and supporting information.
- **Cost Effectiveness:** The overall cost proposal and value for money offered to LSF, taking into account the balance between cost, quality, and the ability to meet project specifications and deadlines. This includes assessing any cost savings provided by the contractor and how those savings align with LSF's budget.

19. AWARD OF CONTRACT

Based on the evaluation of responses to the RFP, LSF reserves the right to interview the leading offerors. These offerors will be encouraged to elaborate on their qualifications, performance data, staff expertise, and approach to the proposed services. However, no alternate concepts will be accepted as part of the evaluation.

LSF also reserves the right to issue a "no award" decision, should it be determined that none of the proposals meet the necessary criteria, or if the proposed budget does not align with available funding.

20. 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.

21. DUVAL CBDG SECTION 3 CLAUSE

The Section 3 Clause below must be included in every contract and subcontract awarded for the construction of the project (contracts for professional services are exempt from this requirement)

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3), contributes to the establishment of stronger, more sustainable communities by ensuring that

employment and other economic opportunities generated by HUD financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive HUD financial assistance for housing and those residing in communities where the financial assistance is expended.

- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- C. The contractor agrees to include this Section 3 Clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 Clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- D. Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. STANDARD TERMS AND CONDITIONS

AGREEMENT: This Purchase Order Conditions ("Conditions"), including all attachments and documents incorporated herein and the related solicitation, constitutes the entire agreement between LSF and the vendor listed on the Purchase Order ("Vendor") (collectively "parties") with respect to its subject matter, and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written. These Conditions shall be accepted by the Vendor in any manner permitted by law or upon the first of the following to occur: the Vendor makes or signs any other form or letter of acknowledgment; any performance by the Vendor hereunder; or ten (10) days after the Vendor's receipt of these Conditions. Any modifications to these Conditions must be made in writing, signed by both parties.

23. CONFLICT OF TERMS

In the event of any conflict regarding Conditions terms and conditions, the order of precedence shall be:

- 1) the terms and conditions of these Conditions;
- 2) the terms and conditions included in a separate Conditions signed by LSF and the Vendor.
- 3) the Vendor's terms and conditions.

The Vendor may request, by submitting in writing, other terms and conditions which, if approved by LSF, may be added to these Conditions. No other terms or conditions will apply to these Conditions, including terms listed or referenced on the Vendor's website or terms listed in the Vendor's quotation/sales order, etc.

24. MODIFICATION

Any amendment or modification of these Conditions or additional obligation assumed by either Party in connection with these Conditions will only be binding if evidenced in writing signed by each Party or an authorized representative of each Party via official company channels for proper record-keeping.

25. NOTICES

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

Lutheran Services Florida Inc.

3627A W Waters Ave
Tampa, FL 33614

With a copy to:

Vendor

[Vendor's Address]

or to such other address as either Party may designate from time to time. Notices will be deemed properly delivered:

- (a) immediately upon personal delivery,
- (b) two (2) days after being deposited with the postal service if sent by registered mail, or
- (c) the following day after being deposited with an overnight courier.

26. **DEBARMENT ([2 CFR 180.220](#))**

The Vendor 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 Vendor cannot certify this statement, it shall attach a written explanation for review by LSF. The Vendor must notify the Director of Procurement and Contracts at LSF within 30 days if the Vendor is debarred by any governmental entity during this Contract period.

27. **PROCUREMENT ETHICS**

The Vendor agrees to adhere to the highest standards of procurement ethics and integrity in all transactions related to this Agreement, in accordance with Florida state law and federal regulations governing procurement practices for federally funded organizations. The Vendor shall comply with all applicable rules and regulations, including but not limited to, the Florida Code of Ethics for Public Officers and Employees (Chapter 112, Florida Statutes), the federal Office of Management and Budget (OMB) Circulars, and any other applicable federal, state, or local procurement laws. The Vendor shall not engage in any conduct that could create a conflict of interest or the appearance of a conflict of interest, including but not limited to, offering or accepting gifts, bribes, or other improper incentives. The Vendor shall ensure that all procurement decisions are made impartially, with no favoritism or bias, and based solely on merit and best value. In the event of any breach of these ethical standards, the Vendor agrees that LSF may take appropriate action, including suspension or termination of the Agreement, in accordance with applicable laws and regulations. The Vendor shall promptly disclose any potential conflicts of interest or unethical behavior to LSF.

28. **IN-KIND CONTRIBUTION**

LSF, as a grantee of the Head Start Program, is required to obtain in-kind contributions to enhance the quality and effectiveness of the Program, supporting its mission to provide essential services and resources to the community. The Vendor's in-kind contribution will be utilized to further the development and implementation of these services, ensuring the Program can continue to have a positive impact. In the event the Vendor elects to provide an in-kind contribution, the Vendor shall notate the contribution amount on the quote to allow LSF to properly claim the in-kind contribution.

29. **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.

30. **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.

31. LAWS AND REGULATIONS

The Vendor and any and all supplies, services, equipment, and construction furnished under these Conditions shall comply fully with all applicable Federal and State laws and regulations, including applicable licensure and certification requirements. Any non-compliance with these laws will result in termination of the Contract.

30. GOVERNING LAW AND JURISDICTION AND VENUE

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 in the Thirteenth Judicial Court, Hillsborough County, Florida.

32. LEVEL II BACKGROUND SCREENING

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

33. DAVIS BACON ACT ([40 U.S.C. 3141-3148](#))

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. For all projects subject to the Davis-Bacon Act, the Vendor is required to ensure that certified payroll (WH-347 form) is completed accurately and submitted alongside the corresponding invoices. In the event that LSF receives an invoice without the accompanying certified payroll, LSF reserves the right to withhold payment until the certified payroll is received and found to be accurate. Certified payroll must comply with the requirements of the Davis-Bacon and Related Acts as outlined in 29 CFR Parts 1, 3, and 5.

34. CONTRACT WORK HOURS & SAFETY STANDARDS ACT ([40 U.S.C. 3701-3708](#))

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

35. CLEAN AIR ACT ([42 U.S.C. 7401-7671q.](#)) AND THE FEDERAL WATER POLLUTION CONTROL ACT AND FEDERAL WATER POLLUTION CONTROL ACT ([33 U.S.C. 1251-1387](#)), AS AMENDED

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

36. COMPLIANCE WITH THE COPELAND ANTI-KICKBACK ACT (18 U.S.C. § 874)

The Vendor shall comply with the provisions of the Copeland Anti-Kickback Act (18 U.S.C. § 874), as amended, and shall ensure that no person employed by the Vendor, or any subcontractor of the Vendor, is required or coerced to kickback any part of their compensation to the Vendor or any third party in connection with the services rendered under this agreement. The Vendor agrees to promptly report to LSF any violations of the Copeland Anti-Kickback Act and take corrective actions as necessary. The Vendor shall require all subcontractors to comply with the terms of the Act and ensure that appropriate penalties are applied for violations.

37. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (§ 200.216)

The Vendor agrees that it will not provide, procure, or use any telecommunications or video surveillance services or equipment that are produced or provided by entities identified in Section 889 of the National Defense Authorization Act (NDAA), which includes certain Chinese companies, or any other entities that have been banned or prohibited under applicable U.S. laws and regulations. The Vendor further agrees to comply with all requirements of the Federal Acquisition Regulation (FAR) 52.204-25, as applicable, and to certify that none of the telecommunications or video surveillance equipment or services provided under this contract are sourced from prohibited vendors or entities. The Vendor shall notify LSF immediately if any telecommunications or video surveillance services or equipment covered by this prohibition are discovered to be used, provided, or supplied in connection with the contract. Any violation of this provision may result in termination of the contract, along with any associated penalties, as deemed appropriate by LSF.

38. SOLID WASTE DISPOSAL ACT

As amended by the Resource Conservation and Recovery Act of 1976 as amended, [42 U.S.C. 6962](#). The requirements of Section 6002 include procuring only items designated in the guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

39. DOMESTIC PREFERENCES FOR PROCUREMENTS (§ 200.322)

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

40. EQUAL EMPLOYMENT OPPORTUNITY ([41 CFR Part 60](#))

Vendor certifies that it is an Equal Employment Opportunity employer under Federal law and regulation.

41. BYRD ANTI LOBBYING AMENDMENT ([31 U.S.C. 1352](#))

Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

42. CONFLICT OF INTEREST

The Vendor represents that none of its officers or employees are officers or employees of LSF, unless disclosure has been made with and applicable LSF policy.

43. LICENSING

The Vendor will provide LSF with applicable business licenses and any relevant certified vendor licenses at the time of the execution of this Agreement. The Vendor is responsible for ensuring that all necessary licenses are maintained in good standing throughout the term of the Agreement. The Vendor shall immediately notify LSF of any changes to or expiration of such licenses and shall provide updated copies upon request. Failure to maintain the required licenses may result in the suspension or termination of this Agreement.

44. INSURANCE REQUIREMENTS

The Vendor shall maintain insurance coverage in accordance with the insurance requirements specified by LSF. The Vendor agrees to follow the insurance provisions as outlined on LSF's Procurement page, available at <https://www.lsfnet.org/procurement/>, and to provide proof of such coverage upon request. The Vendor shall ensure that all required policies are in effect throughout the duration of the Agreement. Failure to maintain adequate insurance coverage may result in suspension or termination of the Agreement. The Vendor is also responsible for ensuring that any subcontractors comply with these insurance requirements, if applicable.

45. PATENTS, COPYRIGHTS, ETC.

The Vendor 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 Vendor'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 this Contract.

46. 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 these Conditions. This indemnification will survive the Contract.

47. 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 this Contract.

48. SEVERABILITY CLAUSE

A declaration by any court of competent jurisdiction, or by any other binding legal source, that any provision of these Conditions is illegal and void shall not affect the legality and enforceability of any other provision of these Conditions, unless such provisions are mutually dependent.

49. TERMINATION

A. Termination With Cause –

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.

B. Termination Without 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 the date of termination.

50. PERFORMANCE

In the event that the Vendor's performance is unsatisfactory, whether for ongoing services or a one-time performance, the Vendor will be notified within twenty-four (24) hours of the unsatisfactory performance. The Vendor will be given the opportunity to address and correct the issue within twenty-four (24) hours. If the unsatisfactory performance persists beyond the given timeframe, a penalty may be applied, with an amount equivalent to one day's payment withheld from the total contract amount (whether monthly or yearly). The withheld amount will be calculated based on the total contract value and pro-rated accordingly.

51. LIQUIDATED DAMAGES

Failure to satisfactorily complete the Work within the allowed Time of Performance shall subject the Contractor to a Liquidated Damage Fee of Two Thousand (\$2,000.00) dollar per day. The Fee amount shall be deducted from the (Final) Payment to the Contractor. This fee amount is mutually agreed to, due to the difficulty in determining the exact damage to the Owner. This Fee is not to be construed as a penalty.

52. 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 Vendor 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 Vendor. 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 Vendor 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 30days written notice to Vendor. Lutheran Services Florida Inc. shall make disbursements to the Vendor for appropriate expenditures incurred up to the effective date of the termination.

53. 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 these Conditions, is a "work made for hire" and will be the sole property of the LSF. The use of Intellectual Property by the LSF will not be restricted in any manner.

The Vendor may not use the Intellectual Property for any purpose other than that Vendor for in these Conditions except with the written consent of the LSF. The Vendor will be responsible for any and all damages resulting from the unauthorized use of the Intellectual Property.

54. RETURN OF PROPERTY

Upon the expiration or termination of these Conditions, the Vendor shall return to LSF any property, documentation, records, or Confidential Information that belongs to LSF. The Vendor shall have 30 days to return such property. LSF shall not be held responsible for any costs associated with the return of property.

If any property is not returned or is damaged beyond normal wear and tear, the Vendor shall compensate LSF for the value of the unreturned or damaged property.

55. 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 Vendor's last general announced price change.

56. INVOICING

The Vendor will promptly submit invoices (within 30 days of shipment or delivery of services) to LSF. The LSF purchase order number must be listed on all invoices and correspondence relating to a Conditions order. The prices paid by LSF will be those prices listed in these Conditions. LSF has the right to adjust or return any invoice reflecting incorrect pricing. Invoices must be submitted to accounts payable@lsfnet.org. Invoices will be paid on NET 30 terms. Failure to provide the purchase order number on invoices will result in the rejection of the invoice and delays in payment processing. LSF shall not be responsible for any late fees associated with delays caused by incorrect or missing purchase order information on invoices.

57. PAYMENT

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 Vendor will be remitted by mail, electronic funds transfer, or LSF Purchasing Card (major credit card). In the event that these Conditions are terminated by the prior to completion of the Services but where the Services have been partially performed, the Vendor will be entitled to pro rata payment of the Compensation to the date of termination provided that there has been no breach of Conditions on the part of the Vendor. The Vendor will not be reimbursed for any expenses incurred in connection with providing the Services of these Conditions.

58. CURRENCY

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

59. 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 and is also available on www.lsfnet.org/procurement for download. The Vendor is responsible for complying with all tax exemption requirements. The Vendor is responsible for payment of all tax obligations that arise from the Vendor's failure to comply with exemption requirements.

60. COMPENSATION

The Vendor will charge the LSF for services upon satisfactory completion, for an amount not to exceed the purchase order issued and referenced on all invoices associated with this Agreement.

61. PRICE LOCK

The prices offered by Vendor for materials, equipment, labor and all services as set forth in individual Purchase Orders shall not increase during the Agreement.

62. DELIVERY

All orders will be shipped promptly in accordance with the delivery schedule. All shipments, including materials and equipment, 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 the 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.

63. INSPECTION OF GOODS

Risk of loss or damage to goods shall remain with the Vendor until the goods have been delivered to and accepted by LSF, regardless of any other terms contained herein. If installation is part of the Vendor's responsibilities under these Conditions, and items are delivered prior to installation, the Vendor shall be responsible for replacing any items that are damaged or broken upon delivery. If installation is not part of the Vendor's responsibilities, LSF shall have a reasonable period of time, not less than ten (10) days from the receipt of the goods, to inspect and notify the Vendor of any non-conformance with the terms and conditions of this agreement. LSF may reject any goods that do not conform to the specified terms and conditions. Rejected goods may be returned to the Vendor or held by LSF at the Vendor's risk and expense. Any goods shipped in excess of the quantity specified in these Conditions will, at LSF's option, be returned at the Vendor's expense.

64. 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 Vendor 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.

65. INDEPENDENT CONTRACTOR

The Vendor is an Independent Vendor 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.

66. ASSIGNMENT/SUBCONTRACT

The Vendor shall not assign, sell, transfer, subcontract, sublet or delegate any rights or responsibilities under this Contract, in whole or in part, without the prior written approval of LSF.

In the event that the Vendor hires a subcontractor with written approval from LSF:

The Vendor will pay the sub-contractor for its services and the Compensation will remain payable by LSF to the Vendor.

For the purposes of the indemnification clause of these Conditions, the sub-contractor is an agent of the Vendor.

67. NO EXCLUSIVITY

The Parties acknowledge that these Conditions are non-exclusive and that either Party will be free,

during and after the Term, to engage or Conditions with third parties for the provision of services similar to the Services.

68. AUTONOMY

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

69. CONFIDENTIALITY

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

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

All written and oral information and material disclosed or provided by the LSF to the Vendor under these Conditions is Confidential Information regardless of whether it was provided before or after the date of these Conditions or how it was provided to the Vendor.

70. 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.

71. NO SMOKING

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

72. DRUG FREE WORKPLACE

Vendor shall hereby assure LSF that it will administer, in good faith, a policy designed to ensure that Vendor is free from the illegal use, possession, or distribution of drugs or alcohol.

73. JESSICA LUNSFORD ACT

PROVIDER agrees to comply, at its own cost, with the Florida Jessica Lunsford Act (see section 1012.465 Florida Statutes), and/or other Florida laws relating to background screening, to the extent those laws are applicable. Background screening will be conducted by PROVIDER including Level II background screening, Sexual Predator/Offender Database Screening, Abuse/Neglect Registry Screening, local law enforcement background check and Five (5) Year rescreening.

74. ENERGY POLICY AND CONSERVATION ACT

PROVIDER shall comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act, P.L. No. 94-163, 42 U.S.C. Section 6201.

75. EQUIPMENT

Except as otherwise provided in these Conditions, the Vendor will provide at the Vendor'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.

76. 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.

77. FLORIDA TRENCH SAFETY ACT (FTSA)

FLORIDA TRENCH SAFETY ACT (FTSA) Florida state law designed to protect workers from potential hazards associated with trenching and excavation operations. It aligns with federal regulations outlined in the Occupational Safety and Health Administration (OSHA) standards, specifically 29 CFR 1926 Subpart P.

78. 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.

****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 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 B 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

1. ACYF-IM-HS-95-04
2. Issuance Date 01/31/95
3. Originating Office: Head Start Bureau
4. 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 phase 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 requirement of the Act?

Providers are 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 C Compliance with the Davis-Bacon Act

Overview

Under the new provision section 644(g)(3) of the Head Start Act, which was signed into law by the President on May 18, 1994, all contracts over \$2,000 entered into by any Head Start program on or after October 1, 1994, for construction, renovation, or repair of facilities used by Head Start programs, must comply with the requirements of the Davis-Bacon Act.

Davis-Bacon Act Requirements

The Davis-Bacon Act mandates that contractors and subcontractors performing work on federal contracts in excess of \$2,000 for the construction, alteration, or repair of public buildings or public works must pay laborers and mechanics employed under the contract no less than the local prevailing wages and fringe benefits for corresponding work on similar projects in the area.

Prevailing Wage Rates

Prevailing wage rates are determined by the U.S. Department of Labor and vary by county. These rates are subject to periodic updates to reflect changes in the labor market. Contractors are obligated to pay these rates and adhere to the standards set forth, ensuring fair compensation is provided to all workers involved.

Additional Provisions

The Davis-Bacon Act also outlines requirements for fringe benefits, restrictions on wage withholdings, and specific payroll and record-keeping duties to enforce compliance and transparency.

Resources for Compliance

For further details on the Davis-Bacon Act requirements, interested vendors are encouraged to visit the U.S. Department of Labor's website: [Department of Labor - Davis-Bacon Act](#).

For information on specific wage determinations, please consult: [SAM.gov - Wage Determinations](#).

Documentation and Forms

For guidance on compliance procedures and to access necessary forms, such as the WH-347 fillable form for payroll submission, please refer to the following pages of this document:

- **Page 2:** Instructions for completing compliance documentation.
- **Page 3:** Access to WH-347 fillable forms for accurate payroll reporting.

We urge all our contractors and partners to ensure strict adherence to these regulations to facilitate smooth and lawful execution of projects under the Head Start program. Thank you for your commitment to compliance and quality in serving our communities.

Attachment D Prevailing Wages

for Duval as of 12.30.2024 per US DOL @ sam.gov

"General Decision Number: FL20240202 11/29/2024

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 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
4	05/31/2024
5	07/12/2024
6	09/27/2024
7	11/01/2024
8	11/29/2024

ENGI0487-021 07/01/2016

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 01/01/2024	Rates	Fringes
ELECTRICIAN (Includes Low Voltage Wiring)	\$ 33.46	\$ 14.44

PAID HOLIDAYS: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day and Christmas Day.

ELEV0049-001 01/01/2024	Rates	Fringes
ELEVATOR MECHANIC	\$ 48.92	\$37.885+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	\$ 33.05	\$ 9.20

Lutheran Services Florida Inc. RFP-2025-001 New Early Learning Center

OPERATOR: Forklift	\$	23.05	\$	9.20
OPERATOR: Mechanic	\$	32.05	\$	9.20
OPERATOR: Oiler	\$	23.05	\$	9.20
IRON0402-001 10/01/2024		Rates		Fringes
IRONWORKER, ORNAMENTAL	\$	28.90	\$	15.66
PLUM0234-006 09/01/2024		Rates		Fringes
PLUMBER	\$	36.50	\$	17.09
PLUM0234-011 09/01/2024		Rates		Fringes
PIPEFITTER (Includes HVAC Pipe & Unit Installation)	\$	35.60	\$	17.09
SFFL0821-004 07/01/2024		Rates		Fringes
SPRINKLER FITTER (Fire Sprinklers)	\$	33.03	\$	23.11
* SHEE0435-003 10/01/2024		Rates		Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation)	\$	28.75	\$	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				
CEMENT MASON/CONCRETE FINISHER		Rates		Fringes
IRONWORKER, REINFORCING	\$	17.38	\$	-
IRONWORKER, STRUCTURAL	\$	22.81	\$	11.58
LABORER: Common or General, Including Cement Mason Tending	\$	17.66	\$	4.49
LABORER: Pipelayer	\$	13.62	\$	-
	\$	13.73	\$	1.07
OPERATOR:				
Backhoe/Excavator/Trackhoe				
OPERATOR: Bulldozer	\$	14.44	\$	1.40
OPERATOR: Grader/Blade	\$	15.40	\$	1.90
OPERATOR: Loader	\$	18.97	\$	-
OPERATOR: Roller	\$	14.83	\$	1.84
	\$	14.83	\$	4.78
PAINTER: Brush, Roller and Spray				
ROOFER	\$	15.62	\$	2.05
TILE SETTER	\$	16.99	\$	-
TRUCK DRIVER	\$	18.01	\$	-
TRUCK DRIVER: Lowboy Truck	\$	13.22	\$	2.12
	\$	14.24	\$	-

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

Lutheran Services Florida Inc. RFP-2025-001 New Early Learning Center 14026 (\$17.20) or 13658 (\$12.90). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION"

Attachment D WH347 Instructions

How to Correctly Fill Out a WH-347 Payroll Form

The completion of the WH-347 Payroll Form is optional; contractors may utilize their own payroll system as long as it conforms to the WH-347 Payroll Form and contains all the necessary information. If you utilize WH-347 Payroll Form as a pdf, saving it electronically aids in making any needed corrections.

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division

PAYROLL
(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)
Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

WHD
U.S. Wage and Hour Division
Rev. Dec. 2008

NAME OF CONTRACTOR OR SUBCONTRACTOR
Sample Construction Company ADDRESS 385 West Drive, Madison WI 53703
OMB No.: 1215-0149
Expires: 12/31/2011

PAYROLL NO. 8 FOR WEEK ENDING 04/24/2010 PROJECT AND LOCATION Robin Street Apartments, Delafield WI 53018 PROJECT OR CONTRACT NO. 3000

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			Sun	Mon	Tue	Wed	Thu	Fri	Sat				FICA	WITH- HOLDING TAX	State with- holding tax	Medicare	OTHER		TOTAL DEDUCTIONS
			HOURS WORKED EACH DAY																
Alex Driver - #####	2	Power Equipment Bull Dozer Group	0					2.00	2.00	\$62.83	\$125.66	\$161.00	\$185.15	\$156.97	\$50.31	\$85.00	\$648.43	\$1,374.03	
			8.00	8.00	5.50	6.00			27.50	\$11.32 1583	\$2,012.46								

Payrolls must be numbered sequentially and should be based on the weeks worked under a contract.
Type the word "Final" when the last payroll is submitted for the project.

Indicate the days and dates of the pay period. (should match week ending directly above)

The name and location of project

The prime contractor should include the project number as listed in the loan

Lutheran Services Florida Inc. RFP-2025-001 New Early Learning Center

List each worker's name.

Only laborers and mechanics performing construction work under the contract should be listed.

Please note: Business Owners need only include their name, work classification including "owner" and the daily total hours worked.

Specify the job classification located in the contract wage decision and/or the corresponding job title.

List hourly wage rate and fringes paid in cash (not those paid to plans)

Specify the net amount paid to the employee for the pay

(For Contractor's Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347instr.htm)

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.



Employer Name: Luther Lutheran Services Florida Inc. ADDRESS: 385 West Drive, Madison, WI 53703

Payroll Period: 04/28/25 to 05/04/25 PROJECT AND LOCATION: Robin Street Apartments, Delafield WI 53018 PROJECT OR CONTRACT NUMBER: 3000

NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	NO. OF WITHHOLDING EXEMPTIONS	WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS				TOTAL DEDUCTIONS	NET WAGES PAID FOR WEEK
			Sun	Mon	Tue	Wed	Thur	Frid	Sat				FICA	WITHHOLDING	UNEMPLOYMENT	DISABILITY		
Alex Driver - #####	2	Power Equipment Operator Bull Dozer Group 2						2.00	2.00	\$62.83	\$1,422.84	\$161.00			\$338.43	\$1,374.03		
Jason Worker - #####	2	General Laborer			8.00	8.00	5.00	6.00	27.50	\$19.30	\$2,012.46	\$136.06			\$457.71	\$1,233.07		
Shawn Worker - #####	3	Carpenter			8.00	8.00	8.00	8.00	40.00	\$17.00	\$1,700.78	\$151.00	\$128.35	\$47.19	\$491.51	\$1,406.18		
		Apprentice Carpenter 1st 6 mo. at 40%			8.00	8.00	8.00	8.00	40.00	\$32.72	\$1,064.72	\$85.18	\$105.41	\$90.50	\$26.62	\$307.71	\$757.01	
		Plumber			8.00			4.00	20.00	\$67.88	\$1,064.80	\$35.28						
Roy Wrench - #####	5	Steamfitter			8.00	8.00		4.00	20.00	\$69.13	\$1,038.40	\$163.46	\$147.11	\$118.51	\$51.08	\$480.16	\$1,563.04	
Bart Turner - #####	1	Power Equipment Operator Rotary Drill Group 4		8.00	8.00			8.00	24.00	\$60.80	\$719.28	\$115.44	\$142.48	\$122.33	\$35.98	\$415.93	\$1,023.27	

Specify the total overtime and straight time hours worked on the project.

Must accurately reflect overtime and straight time hours worked under the contract.

Specify the gross earnings for the hours worked under the contract.

While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to furnish weekly a statement with respect to the wages paid each week. 29 C.F.R. § 5.5(a)(3)(i) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" certifying that the proper Davis-Bacon prevailing wage rate for the work performed, DOL and federal contracting agencies receiving this information review the information.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and reviewing the data needed, and completing and reviewing the collection of information. If you have comments on this burden estimate or any aspect of this collection of information, including suggestions for reducing this burden, please write to the Office of Management and Budget, Paperwork Project Director (0330-0042), Washington, DC 20503.

If part of a worker's weekly wage was earned on projects other than the project described on this payroll, enter the gross amount earned on this contract in the top half of column 7. Enter the gross amount earned during the week for all projects in the bottom half.

Alex Driver worked 29.5 hours on this contract and 12.5 hours on another contract. The gross wages earned on this project, \$1,422.84, is entered in the top half of column 7. The gross wages earned on all projects, \$2,012.46, is entered in the gross wages box

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EMPLOYERS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							TOTAL HOURS	RATE OF PAY	GROSS AMOUNT EARNED	DEDUCTIONS					NET WAGES PAID FOR WEEK		
			OT OR ST	Sun	Mon	Tue	Wed	Thu	Fri				Sat	FICA	WITH- HOLDING TAX	State with- holding tax	Medicare		OTHER	TOTAL DEDUCTIONS
				18	19	20	21	22	23				24							
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2	o							2.00	\$62.83	\$1,422.84	\$1,422.84	\$185.15	\$156.97	\$50.31	\$85.00	\$638.43	\$1,374.03	
			s			8.00	8.00	13.50	6.00		27.50	\$81.32 1581								\$2,012.46
Jason Worker - #####	2	General Laborer	o							4.00	\$49.70	\$1,700.78	\$1,700.78	\$35.06	\$156.47	\$132.66	\$42.52	\$467.71	\$1,233.07	
			s		8.00	8.00	8.00	8.00	8.00		40.00	\$23.19 1441								\$1,700.78
Sharon Wood- #####	3	Carpenter	o							1.50	\$60.19	\$1,887.49	\$1,887.49	\$151.00	\$154.77	\$128.35	\$47.19	\$481.31	\$1,406.18	
			s		8.00	8.00	8.00	8.00	8.00		40.00	\$30.52 1441								\$1,887.49
Reggie Tree - #####	1	Apprentice Carpenter 1st 6 mo. at 40%	o								\$32.72	\$1,064.72	\$1,064.72	\$85.18	\$105.41	\$90.50	\$26.62	\$307.71	\$757.01	
			s		8.00	8.00	8.00	8.00	8.00		40.00	\$12.21 1441								\$1,064.72
Roy Wrench - #####	5	Plumber	o								\$67.88	\$1,004.80	\$1,004.80							
			s		8.00			4.00	8.00		20.00	\$35.28 1496								\$1,004.80
Roy Wrench - #####	5	Steamfitter	o								\$69.13	\$1,038.40	\$1,038.40	\$163.46	\$147.11	\$118.51	\$51.08	\$480.16	\$1,563.04	
			s			8.00	8.00	4.00			20.00	\$34.41 1751								\$2,043.20
Bart Turner - #####	1	Power Equipment Rotary Drill Group 4	o								\$60.80	\$719.28	\$719.28	\$115.54	\$142.48	\$122.33	\$35.98	\$415.53	\$1,023.27	
			s		8.00	8.00		8.00			24.00	\$29.97								\$1,439.20

If an employee performs multiple work classifications under the contract, use two or more lines to distinguish the different job classifications, hours worked, and hourly wage earned for each.

Combine the two classifications when recording the gross amount earned for this pay period, deductions, and net wages.

Lutheran Services Florida Inc. RFP-2025-001 New Early Learning Center

A registered apprentice performing work under a contract must be reported. The payroll must include the current pay scale & provide a copy of the apprenticeship agreement.

PAYROLL
 Optional Use; See Instructions at www.dol.gov/esa/whd/forms/wh347
 required to respond to the collection of information unless it displays a currently valid OMB control number.

Provide explanation of "other" deductions on signatory page.



ADDRESS: 385 West Drive, Madison WI 53703
 PROJECT AND LOCATION: Robin Street Apartments, Delafield WI 53018
 PROJECT OR CONTRACT NO.: 3000
 DATE: 01/24/2010
 Form No. WH-347 (Rev. 12/15/2011) Expires: 12/31/2011

(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WEEKS EMPLOYED	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK	
			Sun	Mon	Tue	Wed	Thu	Frid	Sat				FICA	WITH-HOLDING TAX	State with-holding tax	Medicare	OTHER		TOTAL DEDUCTIONS
			HOURS WORKED EACH DAY																
Alex Driver - #####	2	Power Equipment Bull Dozer Group 2						2.00	2.00	\$62.83	\$1,422.84	\$161.00	\$185.15	\$156.97	\$50.31	\$85.00	\$638.43	\$1,374.03	
Jason Worker - #####	2	General Laborer			8.00	8.00	5.50	6.00	4.00	\$49.20	\$2,012.46	\$136.06	\$156.47	\$132.66	\$42.52		\$467.71	\$1,233.07	
Sharon Wood - #####	3	Carpenter			8.00	8.00	8.00	8.00	1.50	\$60.19	\$1,700.78	\$151.00	\$154.77	\$128.35	\$47.19		\$481.31	\$1,406.18	
Reggie Tree - #####	1	Apprentice Carpenter 1st 6 mo. at 40%			8.00	8.00	8.00	8.00		\$32.72	\$1,887.49	\$85.18	\$105.41	\$90.50	\$26.62		\$307.71	\$757.01	
Roy Wrench - #####	5	Plumber			8.00			4.00	20.00	\$67.88	\$1,064.72								
Roy Wrench - #####	5	Steamfitter			8.00	8.00	4.00		20.00	\$69.13	\$1,004.80	\$163.46	\$147.11	\$118.51	\$51.08		\$480.16	\$1,563.04	
Bart Turner - #####	1	Power Equipment Rotary Drill Group 4			8.00	8.00		8.00	24.00	\$60.80	\$2,043.20	\$115.14	\$142.48	\$122.33	\$35.98		\$415.93	\$1,023.27	

Fringe benefits are not paid as cash to Bart Turner: explanation is included under "(c) exceptions" on signatory page.

While completion of Form 40 U.S.C. § 3145 contracts 29 C.F.R. § 5.5(a)(3)(i) or mechanic has been paid.

Generally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

We estimate that it will take... any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, ESA, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

Burden Statement

...searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have...

(over)

Lutheran Services Florida Inc. RFP-2025-001 New Early Learning Center

Date 04/28/2010

I, Tiffany Payer Payroll Supervisor
 (Name of Signatory Party) (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by
Sample Construction Company on the
 (Contractor or Subcontractor)

Robin Street Apartments, Delafield WI; that during the payroll period commencing on the
 (Building or Work)
18 day of 4, 2010, and ending the 24 day of 4, 2010.

all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

Sample Construction Company from the full
 (Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

Alex Driver - ##### - other deductions - \$85 for child support

Explanation of "other"

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
Power Equipment Rotary Drill Group 4	paid directly to plan: health & dental at \$12.50 per hour and Pension at \$6.25 per hour

Explanation of exception to fringe benefits

REMARKS:

NAME AND TITLE: Robert Sample, Owner SIGNATURE: _____

THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.

Attachment E BLANK PAYROLL FORM

(For Contractor's Optional Use; See Instructions at www.dol.gov/whd/forms/wh347instr.htm)



Rev. Dec. 2008

Persons are not required to respond to the collection of information unless it displays a currently valid OMB control number.

NAME OF CONTRACTOR <input type="checkbox"/> OR SUBCONTRACTOR <input type="checkbox"/>	ADDRESS	OMB No.: 1235-0008 Expires: 02/28/2018
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PAYROLL NO.	FOR WEEK ENDING	PROJECT AND LOCATION	PROJECT OR CONTRACT NO.
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(1) NAME AND INDIVIDUAL IDENTIFYING NUMBER (e.g., LAST FOUR DIGITS OF SOCIAL SECURITY NUMBER) OF WORKER	(2) NO. OF WITHHOLDING EXEMPTIONS	(3) WORK CLASSIFICATION	(4) DAY AND DATE							(5) TOTAL HOURS	(6) RATE OF PAY	(7) GROSS AMOUNT EARNED	(8) DEDUCTIONS					(9) NET WAGES PAID FOR WEEK
			OT OR ST.	HOURS WORKED EACH DAY									FICA	WITH- HOLDING TAX	OTHER	TOTAL DEDUCTIONS		
				S	S	S	S	S	S								S	
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While completion of Form WH-347 is optional, it is mandatory for covered contractors and subcontractors performing work on Federally financed or assisted construction contracts to respond to the information collection contained in 29 C.F.R. §§ 3.3, 5.5(a). The Copeland Act (40 U.S.C. § 3145) contractors and subcontractors performing work on Federally financed or assisted construction contracts to "furnish weekly a statement with respect to the wages paid each employee during the preceding week." U.S. Department of Labor (DOL) regulations at 29 C.F.R. § 5.5(a)(3)(ii) require contractors to submit weekly a copy of all payrolls to the Federal agency contracting for or financing the construction project, accompanied by a signed "Statement of Compliance" indicating that the payrolls are correct and complete and that each laborer or mechanic has been paid not less than the proper Davis-Bacon prevailing wage rate for the work performed. DOL and federal contracting agencies receiving this information review the information to determine that employees have received legally required wages and fringe benefits.

Public Burden Statement

We estimate that it will take an average of 55 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding these estimates or any other aspect of this collection, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S3502, 200 Constitution Avenue, N.W. Washington, D.C. 20210

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION
REMARKS:	
NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	

Date _____

I, _____
(Name of Signatory Party) _____ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

_____ on
the
(Contractor or Subcontractor)

_____ ; that during the payroll period commencing on the
(Building or Work)

_____ day of _____, _____, and ending the _____ day of _____,

_____ ,
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

_____ from the
full
(Contractor or Subcontractor)

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:

(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

_____ in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

Attachment F Bid Sheet
COST PROPOSAL BID FORM *REQUIRED

ITEM	Standard Cost	In-Kind Discount	Cost After In-Kind Discount
Tree Clearing and site work			
Mobilization			
Foundation work			
Construction of Building			
Parking lot and driveway			
Exterior site work			
securing area (Fencing & pest control)			
Contingency			
Permit(s)			
TOTAL BASE BID (Sum of Bid Items):			

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 Mandatory Walk thru and verified measurements to provide an accurate bid.
- I fully understand all expectations of the requested services and will meet LSF’s Scope of Work as requested in **RFP-2025-001**.
- I, certify that neither myself nor my 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.
- I understand I must submit a response per “Proposal Response Outline” in RFP
- I understand all expenses for obtaining permits are pass through expense with 0% increase

Printed Name: _____

Signature: _____

Telephone: _____ Email: _____

Date: _____

Attachment G 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 Inc.
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): **RFP-2025-001**

- 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:
