RFP#0820-1

REQUEST FOR PROPOSAL

for

HIGGINBOTHAM PARKING LOT REPAIRS

Issued on: August 21, 2020
Due Date: Thursday, August 27, 2020 at 11:00 am EST

Administered by: Therese Soon, Chief Financial Officer
# TABLE OF CONTENTS

## I. General Information

A. Purpose

B. Who May Respond

C. Instructions on Proposal Submissions

1. Closing Submission Date
2. Inquiries
3. Conditions of Proposal
4. Instructions to Prospective Contractors
5. Electronic Submissions
6. Right to Reject
7. Small and/or Minority-Owned Businesses
8. Notification of Award

D. Description of Cleaning Supplies

## II. Specification Schedule

A. Scope of Cleaning Supplies
B. Performance
C. Delivery Schedule
D. Price
E. Contract
F. Change Order
G. Indemnification
H. Silence of Specifications
I. Notice
J. Review Meeting
K. Payment
L. Confidentiality
M. Conflict of Interest

## III. Technical Qualifications

## IV. Proposal Evaluation

A. Submission of Proposals
B. Nonresponsive Proposals
C. Proposal Evaluation
D. Review Process
Exhibit A – Contractor Information

Exhibit B – Proposal Form

Exhibit C – Cost and Execution of Proposal

Exhibit D – Contractor Set Up Form

Exhibit E – W-9

Exhibit F – Davis-Bacon Contract Provisions

Muscogee County Prevailing Wages

WH 347 Certified Weekly Payroll

V. Certifications
Attachments – Standard Terms and Condition
General Information

A. Purpose

This Request for Proposal (RFP) is to select a contractor to provide: Higginbotham Parking Lot Repairs Services based on repair the asphalt driveway and parking lot area; removed and replace with new asphalt with 7 in depth cut/fill at bus route pivot points; fill cracks and aggregates within al areas in parking lot; Squeegee applied sealcoat of entire parking lot; Stripped bus lane established with loading zone.

ESP receives federal funds and is required to provide a 20% non-federal match. Therefore, ESP would like to utilize companies that can offer proposals to include in-kind dollars that will contribute to the required non-federal match.

B. Who May Respond

Experienced companies include those who are certified/licensed in the states of Georgia and Alabama who specialize in Asphalt Services.

C. Instructions on Proposal Submissions

• Closing Submission Date: Proposals must be submitted no later than 11:00 a.m. on Friday, August 28, 2020.

• Inquiries concerning this RFP should be made to Therese Soon at 706 649-1600.

• Conditions of Proposal: All costs incurred in the preparation of a proposal responding to this RFP will be the responsibility of the company (offeror) and will not be reimbursed by Enrichment Services Program, Inc.

• Instructions to Prospective Contractors:

Your proposal should be addressed as follows:

Name: Therese Soon
Title: Chief Financial Officer
Entity: Enrichment Services Program, Inc.
Address: 2601 Cross Country Drive, Building C-1
Columbus GA 31906

It is important that the Offeror’s proposal be submitted in a sealed envelope clearly marked in the lower left-hand corner with the following information:

Request for Proposal
11:00 a.m. on Friday, August 28, 2020
Sealed Proposal
For Higginbotham Parking Lot Repairs
• **Electronic Submissions:** Proposals can be submitted electronically to the following email address: tsoon@espheadstart.org by the closing submission date noted above.

Failure to do so may result in premature disclosure of your proposal.

It is the responsibility of the Offeror to ensure that the proposal is received by Enrichment Services Program, Inc. by the date and time specified above.

**Late Proposals will not be considered.**

• **Right to Reject:** Enrichment Services Program, Inc. reserves the right to reject any and all proposals received in response to this RFP. A contract for the accepted proposal will be based on the factors described in this RPF.

• **Small and/or Minority-Owned Businesses:** Efforts will be made by Enrichment Services Program, Inc. to utilize small businesses and minority-owned businesses. An offeror qualifies as a small business firm if it meets the definition of “small business” as established by the Small Business Administration (2 CFR Part 200.321).

• **Notification of Award:**
  
  a. One award will be awarded.
  
  b. A decision will be made within two weeks (September 8, 2020) but may be extended beyond this date pending availability of team and unforeseen circumstances.
  
  c. Upon conclusion of final negotiations with the successful company, all Offerors submitting proposals in response to this Request for Proposal will be informed, in writing.

D. **Description of Enrichment Services Program, Inc.**

Enrichment Services Program, Inc. is a 501(c)(3) non-profit community action agency founded in 1965. ESP provides opportunities and assistance to residents within a nine-county area of the lower Chattahoochee Valley including Chattahoochee, Clay, Harris, Muscogee, Quitman, Randolph, Stewart, and Talbot counties in Georgia and Russell County in Alabama.

Enrichment Services Program, Inc.’s mission is to eliminate poverty through education, services, and partnerships by providing early childhood education through its Head Start and Early Head Start Programs and serving the community through its Self-Sufficiency, Nurse Aide Training Scholarship Program, Energy Assistance, and Food Distribution programs.

Head Start and Early Head Start are federally funded programs serving more than 900 children and their families with low-income. The program ensures that children ages 0-5 are provided with comprehensive education, health, nutrition, and parent involvement services.

The Community Services Block Grant and Low-Income Household Energy Assistance Program allow Enrichment Services Program, Inc. to administer the Self-Sufficiency, Nurse Aide Training Scholarship programs, provide assistance on energy payments, and partner with other agencies on food distribution.
I. Specification Schedule

A. Scope of Higginbotham Parking Lot Repairs

Repair asphalt driveway and parking lot area; removed and replace with new asphalt with 7in depth cut/fill at bus route pivot points; fill cracks and aggregates within all areas in parking lot; Squeegee applied seal-coat of entire parking lot; Stripped bus lane established with loading zone

Overview:
Enrichment Services Program has requested the repair, re-pavement, line stripping, crack filling, and sealcoating of the parking lot area of Higginbotham Child Development Center located at 2605 College Drive, Phenix City, AL.

General:

Work covered by Contract Documents:

*Demolition cut: All 4176 sq. ft. of failing sections including existing patch repair will be cut extending 4' feet clear of all damaged areas.
*Excavation: All 4176 sq. ft. of damaged areas will be excavated. All structural repairs will be dug to a depth of 7". The foundation will be leveled packed and filled with 2" crush and 2"run of asphalt milling followed by 3" of Asphalt.
*Disposal: All debris will be disposed by the vendor. Asphalt will be rolled and compacted thoroughly. Asphalt will require settlement of 24 hours before usage. Seal coating of repaired patch area is recommended six months after to allow a formidable mature base.
*Required cleanup for seal-coating prep: 68,682 SF of parking lot will be swept free of debris and loose materials followed by pressure washing to remove all oil and gas stains.
*Crack and aggregate crack fill: 4,182 LF of cracks including aggregate cracks will be filled with hot tar to preserve life, wear, tear and to prevent water from seeping below foundation.
*Seal coating: 68,682 SF of parking lot seal coating will be applied by hand using a squeegee to ensure a thicker application of the product verses the diluted sprayed application. Two coats of seal coating by squeegee will be applied.
Parking stripes, handicaps, reserved spaces, and bus routes: All 120 parking stripes will be applied with highway paint including bus route markers, all handicaps, and reserved areas.

Contract:
*Perform the work under a single fixed contract

Contractor use of Premises:

- Contractor shall have complete use of the work site and immediate area surrounding the work area
- Usage of site for the execution of the work.
- The security and safety of on-site personnel in the vicinity of the work site shall be the responsibility of the contractor.
- Contractor will coordinate efforts with the Director of Operations to minimize disruption to services during the repair. The parking area will have to be free of vehicles during repair for 3-5 days.
Contractor will assume full responsibility for the protection and safe keeping of the products stored onsite.

MINIMUM TECHNICAL SPECIFICATIONS

CONTRACTOR’S RESPONSIBILITIES:

- Except as specifically noted otherwise, provide, and pay for:
- Labor, materials, and equipment.
- Tools, materials, and machinery.
- Facilities and services necessary for proper execution of the work.
- Legally required sales, consumer and use taxes
- Permits, fees, and licenses.

SITE IMPROVEMENTS

PART 1 - GENERAL
DESCRIPTION:
The new asphalt is a replacement of existing asphalt surfaces and repairs at Higginbotham Child Development Center, 2605 College Dr. Phenix City, AL. Construction includes but is not necessarily limited to grinding or removal of existing asphalt concrete pavement, stockpile of existing aggregate base materials, asphalt surfacing materials, placement of aggregate base and asphalt concrete, seal coat of all asphalt surfaces, crack repair and pavement markings.

QUALITY ASSURANCE:
Standard requirements: performance is consistent with project requirements of asphalt and pavement repairs as is applicable to The State of Alabama, Alabama Business and Transportation Agency, Alabama Department of Transportation, and Standard Specification of Repairs with references to asphalt and pavement.
Qualifications of Workers: Provide at least one person who is thoroughly trained, experienced in the skills required; who shall be completely familiar with the design, application of work required by this section, who shall always be present during progress of the work of this section and shall direct all work performed under this section. For actual finishing of asphalt concrete surfaces and operation of the required equipment, use only personnel who are thoroughly trained and experienced in the skills required.

DISPOSAL OF REMOVED MATERIALS:
All material specified for removal shall be removed from the site and disposed of offsite in Accordance with Federal, State and Local ordinances and regulations. Contractor shall be responsible for all fee and permits.

Contractor Provisions:
*The Contractor shall supply everything necessary for the execution and completion of the work.
Note:
* Any Damage that occur during this repair is the responsibility of the contractor.

B. Performance

For any questions identified upon and after receipt of the supply list, please submit to the contact person previously named.

ESP reserves the right to request follow-up meetings.

C. Delivery Schedule

Contractor shall deliver the supplies as orders are received by the different centers.

All subsequent contract agreements as a result of an award hereunder, shall incorporate all terms, conditions, and specifications contained herein, and in response hereto, unless mutually amended in writing.

D. Price

Detailed quote sheet is provided. Please complete Exhibit B.

E. Contract

The Offeror’s proposal, when properly accepted, awarded by ESP, and with the agency’s terms and conditions signed, shall constitute a contract equally binding between the offeror and the agency. A bilateral contract may be issued as a matter of form but the terms and submittals the contractor agrees to in the submission of their proposal shall take precedence. No differential or additional terms will become part of this contract without a written modification, titled “amendment”, and agreed to by both parties.

F. Change Order

No oral statement of any person shall modify or otherwise change or affect the terms, conditions or specification stated in any resultant contract. Modifications to the scope of the contract shall be submitted in writing and approval for such a change made in writing by the Chief Financial Officer. A request for change is subject to intensive review and a change order granted only if it is determined by ESP to be caused by an omission or change originating from the ESPs actions or decisions. ESP reserves the right to reject any or all requests for change if in the best interest of ESP.

G. Indemnification

Successful Offeror shall defend, indemnify and save harmless ESP, all its offices, agents, and employees from all suits, actions, or other claims of any character, name, and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act, act of omission or error, or other fault of the successful offeror, or their agents, in the performance of any contract which may result
Enrichment Services Program, Inc.
Quote for Higginbotham Parking Lot Repairs

A. Payment from the award. Contractor shall pay any judgment costs which may be obtained against the agency growing out of such injury or damages.

H. Silence of Specifications

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the “best commercial/professional practices” are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

I. Notice

Any notice provided by the proposal or resultant contract (or as required by law) to be given to the offeror by ESP shall be conclusively deemed to have been given and received on the next day after such noticed has been deposited in the mail in Columbus, Georgia by registered or certified mail with sufficient postage affixed thereto, addressed to the Offeror at the address so provided; provided this shall not prevent the giving of actual notice in any other manner.

J. Review Meeting

The Offeror’s representatives may be requested to provide a detailed review of the report with ESP’s representatives at the time the report is submitted. A revised/final report may be needed to adjust the changes identified during the review meeting. This revised report shall be submitted no later than 3 days after the meeting.

K. Payment

Payment will be made when ESP has determined that the products have been satisfactorily delivered. Should ESP reject the invoice, ESP’s authorized representative will notify the Offeror in writing of such rejection, giving the reason(s).

L. Confidentiality

The Offeror agrees to keep the information related to all contracts in strict confidence. Other than the invoices submitted to ESP, the Offeror agrees not to plush, reproduce, or otherwise divulge such information in whole or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, while in the Offeror’s possession, to those employees on the Offeror’s staff who must have the information on a “need to know” basis.

The Offeror agrees to immediately notify, in writing, ESP’s authorized representative in the event the Offeror determines or has reason to suspect a breach of this requirement.

M. Conflict of Interest

All Contractors must disclose in writing with the proposal the name of any owner, officer, director, or agent who is also an employee of Enrichment Services Program Inc. All Contractors must also disclose in writing with their proposal the name of any employee Enrichment Services Program, Inc. who owns, directly or indirectly, an interest of five percent
Enrichment Services Program, Inc.
Quote for Higginbotham Parking Lot Repairs

(5%) or more in the Contractor’s firm or any of its branches or subsidiaries. By submitting a proposal, the Contractor certifies that there is no relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this RFP.

II. Technical Qualifications
Exhibit A – Contractor Information

This is to be completed in its entirety.

III. Proposal Evaluation

A. Submission of Proposals

All proposals shall include two copies of the Offeror’s technical qualifications; two copies of the pricing information (see Exhibit B). These documents will become part of the contract.

These documents may be submitted electronically to the following email address: tsoon@espcaa.org by the closing submission on Friday, August 27, 2020 at 11:00 a.m.

B. Nonresponsive Proposals

Proposals may be judged nonresponsive and removed from further consideration if any of the following occur:

1. The proposal is not received in a timely manner in accordance with the terms of this RFP.

2. The proposal does not follow the specified format.

3. The proposal does not include the Certifications and the Standards and Conditions.

C. Proposal Evaluation

1. RFP Process Following are the minimum RFP process but additional steps may be taken during the course of the RFP process.

<table>
<thead>
<tr>
<th>Dates and Time</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>8/27/2020 11:00 am</strong></td>
<td>RFP submitted to ESP via email to <a href="mailto:tsoon@espheadstart.org">tsoon@espheadstart.org</a>, via U.S. Mail or hand delivered to 2601 Cross Country Bldg. C-1, Columbus GA 31906</td>
</tr>
<tr>
<td><strong>8/28/2020</strong></td>
<td>Opening and Evaluation of Proposals and Selection of Contractor</td>
</tr>
<tr>
<td><strong>9/3/2020</strong></td>
<td>Contract may be awarded or extended as a result of unforeseen circumstances.</td>
</tr>
<tr>
<td><strong>On-Going</strong></td>
<td>Payment made upon completion</td>
</tr>
</tbody>
</table>

2. Evaluation Elements

Each proposal submitted will be evaluated based on the following criteria including, but not limited to:

a) Number of Years in Service (minimum of 3 years)
b) Evaluation of the price quoted. Please provide a complete quote for the “Scope of Work. In addition, you may include in your bid any in-kind contribution (or "non-federal share"). Head Start programs are required to provide a 20% match of non-federal funds for the operation of their programs.

c) Experience with working with non-profit organization, schools, and early childhood (pre-school) centers.

d) Whether you are a Women/Minority Business Enterprise

e) Overall ability of the Contractor to meet the Enrichment Services Program, Inc.’s needs; and

f.) References given by the firm and those references opinion as to their experience and/or successful results with the Contractor. Please submit three professional references (preferably non-profit organization, schools, early childhood/pre-school centers) that could respond to the quality of your services.

D. Review Process

ESP may, at its discretion, request presentations by or meetings with any or all Offerors to clarify or negotiate modifications to the Offerors’ proposals.

However, ESP reserves the right to make an award without further discussion of the proposals submitted. Therefore, proposals should be submitted initially on the most favorable terms, from both technical and price standpoints, that the Offeror can propose.

ESP contemplates award of the contract to the responsible Offeror with the highest total points.

ESP may request sample reports/forms as part of this review process.
REPAIR ASPHALT FOR HIGGINBOTHAM PARKING LOT
RFP # 0820-1

EXHIBIT A – Contractor Information

1. Name of Business_______________________________________________________________
   Previous Name of Business, if applicable____________________________________________

2. Owner of the Company_________________________________________________________

3. Address/Location of the Company _______________________________________________

4. List the number of years in business ____________________________________________

5. Is your business classified as Women/Minority Owned? Please encircle-Yes or No

6. List the number of people employed on a regular basis. ____________________________

7. Do you maintain an office that is staffed during normal daily working hours?
   ______________

8. Describe the equipment, quantity of equipment, and vehicles to be used for these services.
   _____________________________________________________________________________

9. Have any of your principal employees been included in the List of Parties Excluded from Federal
   Procurement or Non-procurement Programs? Please encircle-Yes or No

10. List or detail all pertinent information and data that would indicate the ability of your organization to
    satisfactorily fulfill the work as outlined in this Request for Proposals. Attach separate sheet if needed.
    _____________________________________________________________________________

11. Have you or a member of your management team personally inspected the proposed work sites?

12. Who is the point of contact in the event your firm is awarded the contract?
    _____________________________________________________________________________
    E-mail Address: __________________________________________________________________

13. List at least five (5) references (not residences; preferably non-profit organization, schools, early
    childhood/pre-school centers) in which your company has provided Parking Lot repairs for within
    the past five (5) years.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Please Check If</th>
<th>Contact Name</th>
<th>Telephone Number</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Non-Profit</td>
<td>School</td>
<td>Early Childhood</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

12 of 35
**EXHIBIT B - Cost Proposal Form**

**SCOPE OF WORK:**

Provide details of proposed Higginbotham Parking Lot Repair and related cost

<table>
<thead>
<tr>
<th>Proposed service/materials</th>
<th>Cost</th>
<th>In-kind</th>
<th>Final Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
EXHIBIT C - Cost Proposal/Execution of Proposal

By submitting this proposal, the potential Contractor certifies the following:

- This proposal is signed by an authorized representative of the firm.
- The Contractor can obtain insurance certificates as required within 10 calendar days after notice of award.
- The Contractor will complete the Form W-9 - Request for Taxpayer Identification Number and Certification (Exhibit E)
- The cost and availability of all equipment, materials, and supplies associated with performing the services described herein have been determined and included in the proposed cost.
- All labor costs, direct and indirect, have been determined and included in the proposed cost.
- The Contractor has conducted site visits and is aware of prevailing conditions associated with performing these services.
- The potential Contractor has read and understands the conditions set forth in this RFP and agrees to them. If exceptions exist, they should be listed on a separate numbered sheet.

Therefore, in compliance with this Request for Proposals, and subject to all conditions herein, the undersigned offers and agrees, to perform the services in accordance with the specifications and conditions in this RFP at the prices quoted, if this proposal is accepted within 90 days from the date of the opening.

CONTRACTOR: __________________________________________________________
ADDRESS: ______________________________________________________________
CITY, STATE, ZIP: __________________________________________________________

TELEPHONE NUMBER: __________________ FAX: _______________________
FEDERAL EMPLOYER IDENTIFICATION NUMBER: ___________________
SOCIAL SECURITY NUMBER

E-MAIL: ________________________________________________________________

BY: _______________________________ _________________________________
Signature Typed or printed name

_____________________________ ________________
Title Date
Enrichment Services Program, Inc.
Quote for Higginbotham Parking Lot Repairs

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

EXHIBIT D – Contractor Set Up Form

<table>
<thead>
<tr>
<th>Contractor DUNS No.</th>
<th>(9 digits issued by Duns and Brad Street)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor Status</td>
<td>New ___________________________ Existing ___________________________ Re-activate: ________</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Legal Name of Contractor</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(d/b/a, if applicable)</td>
<td></td>
</tr>
</tbody>
</table>

| Contact Name: |  |

<table>
<thead>
<tr>
<th>Physical Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City, State, Zip</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Mailing Address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>City, State, Zip</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bus. phone:</th>
<th>Alt. phone:</th>
<th>Email:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Subject to Davis Bacon Act (Select YES if providing building repairs or equipment &gt;$2,000)</th>
<th>Yes____ No____</th>
</tr>
</thead>
<tbody>
<tr>
<td>Attachments: Certificate of Insurance- _ _</td>
<td>Form W-9- REQUIRED</td>
</tr>
<tr>
<td>Self Declaration: Minority/ Women Owned</td>
<td>Veteran Small Business</td>
</tr>
</tbody>
</table>

I certify that this organization nor any individual working here has been debarred from doing business with the federal, state or local government.

<table>
<thead>
<tr>
<th>Signature</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
<td></td>
</tr>
<tr>
<td>Title:</td>
<td></td>
</tr>
</tbody>
</table>

Description of goods and services provided or to be provided:

<table>
<thead>
<tr>
<th>Employee Signature</th>
<th>Date</th>
<th>Program Director Approval Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

Finance Department

<table>
<thead>
<tr>
<th>Approved</th>
<th>Yes ______ No ______</th>
<th>Approval Signature</th>
<th>Date</th>
</tr>
</thead>
</table>

| Comments: |  |

System Information

<table>
<thead>
<tr>
<th>Contractor/Vendor ID:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor/Vendor CLASS:</td>
<td></td>
</tr>
<tr>
<td>Contractor/Vendor TYPE:</td>
<td></td>
</tr>
<tr>
<td>Default Coding: Expense Acct.</td>
<td>________________</td>
</tr>
<tr>
<td>Changed by:</td>
<td></td>
</tr>
</tbody>
</table>

RFP #0820-1
<table>
<thead>
<tr>
<th>Part I</th>
<th>Taxpayer Identification Number (TIN)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 4. For other entities, it is your employer identification number (EIN). If you do not have a number, see how to get a TIN on page 3.</td>
<td></td>
</tr>
</tbody>
</table>

**Note**: If the account is in more than one name, see the instructions on page 5 and the chart on page 4 for guidelines on whose number to enter.

<table>
<thead>
<tr>
<th>Part II</th>
<th>Certification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under penalties of perjury, I certify that:</td>
<td></td>
</tr>
</tbody>
</table>

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and

2. I am not subject to backup withholding because: (a) I am not a U.S. person (defined below); or (b) I have not been notified by the IRS that I am subject to backup withholding as a result of a failure to report all interest and dividends, or the IRS has notified me that I am no longer subject to backup withholding; and

3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions**: You must cross out item 2 above if you have not been notified by the IRS that you are subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 3 does not apply. For mortgage interest paid, you are not subject to backup withholding if you file a properly signed statement with the payor certifying that withholding is not required. Payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments**: Information about developments affecting Form W-9 such as legislation enacted after we release it is at www.irs.gov/f9.

**Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption fingerprints identification number (AFIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information return include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MS (interest paid by financial institutions)
- Form 1099-B (sales of securities and certain other transactions by brokers)
- Form 1099-S (proceeds of real estate transactions)
- Form 1099-K (transactions of third-party network transactions)
- Form 1098-T (tuition paid by educational institutions)
- Form 1099-C (canceled debt)
- Form 1099-A (acquired or surrendered secures property)
- Form 1099-B (sale of securities)
- Form 1099-C (canceled debt)
- Form 1099-D (dividends paid)
- Form 1099-MISC (miscellaneous income)
- Form 1099-NEC (net earnings from self-employment)
- Form 1099-S (proceeds of real estate transactions)
- Form 1099-K (transactions of third-party network transactions)
EXHIBIT F – Davis-Bacon Contract Provisions

H. Davis-Bacon Act Contract Provisions (PLEASE READ AND SIGN)
The Davis Bacon Act (DBA) shall apply to contracts in excess of $2,000 for the construction, alteration, or repair (including painting, decorating, replacement of doors/windows, landscaping, playground installation and other similar work) of facilities/buildings.
The Contractor needs to comply with the following DBA requirements:
1. Laborers and mechanics employed on a project funded by a Federal grant must be paid the minimum prevailing wage for that area in which the work is being done including bona fide fringe benefits. The Davis-Bacon wage determinations are published on and can be obtained from the Wage Determinations On Line (beta.sam.gov) website.
2. Apprentices or trainees may be paid at less than the prevailing wage rates only when the apprenticeship program are registered with or with a state apprenticeship agency recognized by the Department of Labor.
3. Post the applicable Davis-Bacon wage determination with the Davis-Bacon poster (WH-1321) on the job site in a prominent and accessible place where they can be easily seen by the workers.
4. Pay must be done on a weekly basis
5. A Certified Payroll available on the DOL website (https://www.dol.gov/whd/forms/wh347.pdf) must be completed and submitted on a weekly basis (Form WH-347) to ESP’s designated project manager.

Following are the typical violations of the DBA provisions:

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

Failure to comply with the DBA provisions will result to contract payments withheld in sufficient amounts to satisfy liabilities for underpayment of wages and for liquidated damages for overtime violations under the Contract Work Hours and Safety Standards Act (CWHSSA).

In addition, violations of the Davis-Bacon contract clauses may be grounds for contract termination, contractor liability for any resulting costs to the federal government and debarment from future contracts.

By:
Contractor___________________________________ Date______________________

Company____________________________________________________________

By:
Agency______________________________________________ Date______________________

Enrichment Services Program, Inc.
Superseded General Decision Number: GA20190149

State: Georgia

Construction Type: Building

County: Muscogee County in Georgia.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 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, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 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 calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the
federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

<table>
<thead>
<tr>
<th>Modification Number</th>
<th>Publication Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>01/03/2020</td>
</tr>
<tr>
<td>1</td>
<td>08/21/2020</td>
</tr>
</tbody>
</table>

ASBE0048-001 04/01/2019

Rates Fringes
ASBESTOS WORKER/HEAT & FROST
INSULATOR........................$ 28.12 16.26

BOIL0026-001 03/01/2018

Rates Fringes
BOILERMAGER......................$ 28.97 22.39

* ENGI0926-002 07/01/2020

Rates Fringes
POWER EQUIPMENT OPERATOR:
Bobcat/Skid Loader/Skid Steer, Bulldozer, and Forklift .................... $23.24 10.43
Crane ....................... $32.83 13.83
Oiler .......................... $22.85 12.68

PAIN1940-001 10/01/2017

Rates Fringes
GLAZIER ....................... $22.35 9.81

FOOTNOTE: Paid holidays: Thanksgiving Day, Christmas Day, New Year's Day, National Memorial Day, July 4th and Labor Day; if the employee works the day before and the day after the holiday.

PLUM0052-004 01/01/2019

Rates Fringes
PIPEFITTER (Including HVAC Pipe and HVAC Unit Installation) .................. $28.60 14.51

SHEE0085-009 07/01/2017

Rates Fringes
SHEET METAL WORKER (HVAC Duct Installation Only) .................. $31.04 14.10
SUGA2012-068 08/11/2012

<table>
<thead>
<tr>
<th>Rate</th>
<th>Fringe</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRICKLAYER</td>
<td>$15.09</td>
</tr>
<tr>
<td>CARPENTER (Drywall Finishing, Drywall Hanging, and Metal)</td>
<td>$14.00</td>
</tr>
<tr>
<td>CARPENTER (Form Work Only)</td>
<td>$19.07</td>
</tr>
<tr>
<td>CARPENTER, Excludes Drywall Finishing/Taping, Drywall Hanging, Form Work and Metal</td>
<td>$15.88</td>
</tr>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER</td>
<td>$18.19</td>
</tr>
<tr>
<td>ELECTRICIAN (Low Voltage Wiring and Installation of Alarms)</td>
<td>$15.54</td>
</tr>
<tr>
<td>ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms</td>
<td>$15.67</td>
</tr>
<tr>
<td>ELEVATOR MECHANIC</td>
<td>$30.00</td>
</tr>
<tr>
<td>IRONWORKER, REINFORCING</td>
<td>$20.47</td>
</tr>
<tr>
<td>IRONWORKER, STRUCTURAL</td>
<td>$24.04</td>
</tr>
<tr>
<td>LABORER: Common or General</td>
<td>$9.69</td>
</tr>
<tr>
<td>LABORER: Mason Tender - Brick</td>
<td>$9.00</td>
</tr>
<tr>
<td>LABORER: Pipelayer</td>
<td>$11.48</td>
</tr>
<tr>
<td>Job Title</td>
<td>Rate</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>OPERATOR: Backhoe/Excavator</td>
<td>$13.17</td>
</tr>
<tr>
<td>OPERATOR: Grader/Blade</td>
<td>$17.52</td>
</tr>
<tr>
<td>OPERATOR: Loader</td>
<td>$ 8.00</td>
</tr>
<tr>
<td>PAINTER: Brush, Roller and Spray</td>
<td>$16.00</td>
</tr>
<tr>
<td>PLUMBER, Excludes HVAC Pipe and Unit Installation</td>
<td>$ 20.73</td>
</tr>
<tr>
<td>ROOFER</td>
<td>$14.48</td>
</tr>
<tr>
<td>SHEET METAL WORKER, Excludes HVAC Duct Installation</td>
<td>$18.03</td>
</tr>
<tr>
<td>SPRINKLER FITTER (Fire Sprinklers)</td>
<td>$20.77</td>
</tr>
<tr>
<td>TILE FINISHER</td>
<td>$10.31</td>
</tr>
<tr>
<td>TILE SETTER</td>
<td>$20.00</td>
</tr>
<tr>
<td>TRUCK DRIVER: Dump Truck</td>
<td>$10.00</td>
</tr>
<tr>
<td>TRUCK DRIVER: Lowboy Truck</td>
<td>$17.41</td>
</tr>
</tbody>
</table>

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

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 www.dol.gov/whd/govcontracts.

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) (ii)).

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

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

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

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

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

Union Average Rate Identifiers

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

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

-------------------------------------

WAGE DETERMINATION APPEALS PROCESS

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

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

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

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

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

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

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

The request should be accompanied by a full statement of the interested party’s position and by any information (wage payment data, project description, area practice material,
3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

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

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

================================================================

END OF GENERAL DECISION"
# PAYROLL

**U.S. Department of Labor**  
**Wage and Hour Division**  
(For Contractor’s Optional Use; See Instructions at [www.dol.gov/whd/forms/wb347instr.htm](http://www.dol.gov/whd/forms/wb347instr.htm))

<table>
<thead>
<tr>
<th>Payroll No.</th>
<th>For Week Ending</th>
<th>Project and Location</th>
<th>Project or Contract No.</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name and Individual Identifying Number (e.g., last four digits of Social Security number of worker)</th>
<th>Work Classification</th>
<th>Hours Worked Each Day</th>
<th>Total Hours</th>
<th>Rate of Pay Earned</th>
<th>Gross Amount Earned</th>
<th>FICA</th>
<th>Withholding Tax</th>
<th>Other</th>
<th>Total Deductions</th>
<th>Net Wages Paid for Week</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

**Public Burden Statement**

We estimate that it will take an average of 35 minutes to complete this collection, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting 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 33022, 200 Constitution Avenue, N.W. Washington, D.C. 20210.
Enrichment Services Program, Inc.
Quote for Higginbotham Parking Lot Repairs

<table>
<thead>
<tr>
<th>Exception (Craft)</th>
<th>Explanation</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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 1320 of Title 18 and Section 231 of Title 31 of the United States Code.
V. Certifications
(PLEASE SIGN AND ATTACH TO THE RFP)

On behalf of the Offeror:

1. The individual signing certifies that he/she is authorized to contract on behalf of the Offeror.

2. The individual signing certifies that the Offeror is not involved in any agreement to pay money or other considerations for the execution of this agreement, other than to an employee of the Offeror.

3. The individual signing certifies that the prices in this proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition.

4. The individual signing certifies that the prices quoted in this proposal have not been knowingly disclosed by the Offeror prior to an award to any other Offeror or potential Offeror.

5. The individual signing certifies that there has been no attempt by the Offeror to discourage any potential Offeror from submitting a proposal.

6. The individual signing certifies that the Offeror is a properly licensed.

7. The individual signing certifies that he/she has read and understands all of the information in this Request for Proposal, including the information on the facilities where dispensers are to be installed for Head Start, Early Head Start and Early Head Start Expansion.

8. The individual signing certifies that the Offeror, and any individuals to be assigned to the installation, does not have a record of substandard work and has not been debarred or suspended from doing work with any federal, state, or local government

Dated this ______ day of ____________, 20____.

______________________________________
(Offeror’s Firm Name)

______________________________________
(Signature of Offeror’s Representative)

______________________________________
(Printed Name and Title of Individual Signing)
Standard Terms & Conditions
(PLEASE SIGN AND ATTACH TO THE RFP)

Termination:

1. Termination with Cause
   Enrichment Services Program, Inc. reserves the right to terminate this contract at any time for cause. The violation of any provision or condition contained in this contract, or the refusal, failure, or inability to carry out any provisions of this contract shall constitute sufficient grounds to terminate this contract for cause. Should Enrichment Services Program, Inc. elect to terminate this contract for cause, Enrichment Services Program, Inc. will notify the Contractor 30 days prior to the termination date and shall specify the cause for termination as well as the date the termination shall be effective. This termination notice will be issued via a written letter sent by certified U.S. mail or electronically by email. Immediate dismissals may be executed if deemed necessary by Enrichment Services Program, Inc.

2. Termination Without Cause
   Enrichment Services Program, Inc. and the Contractor may terminate this contract without cause. Written notice of termination must be sent via certified U.S. mail no later than thirty (30) days prior to the termination date.

Relationship of Parties: It is understood by the parties that the Contractor is an independent entity with respect to ESP, and not an employee of ESP. ESP will not provide fringe benefits, including health insurance, paid vacation, or any other employee benefit, for the benefit of the Contractor or the Contractor’s employees. The Contractor shall provide proof of liability insurance within ten (10) working days naming ESP as additional insured upon execution of the agreement.

Notices: All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid.

Entire Agreement: The Agreement, with this attachment, contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement and these Terms and Conditions supersede any prior written or oral agreements between the parties.

Amendment: The Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

Change Orders: No Change Orders will be acceptable unless written approval is given by ESP prior to the work being performed. Any pricing quoted in the Contractor’s proposal should be a “Not to exceed” price and strictly adhered to, unless a Change Order is instigated by a request from ESP.

Nonfederal Match: The Contractor for services rendered may elect to contribute as an in-kind donation the difference between the Contractor’s normal and customary fees/services and the fees and/or services charged to ESP by virtue of the ESP being a non-profit organization.

Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.
Indemnity: THE CONTRACTOR OR COMPANY IS ACKNOWLEDGED AS AN INDEPENDENT CONTRACTOR OF ESP AND AS SUCH WILL INDEMNIFY AND HOLD HARMLESS ESP FOR ANY AND ALL LOSS, EXPENSE, AND/OR CLAIMS ASSOCIATED WITH OR ARISING OUT OF SUCH INJURY OR DAMAGE DUE TO THE ACTIVITIES OR FROM ANY ACT OR OMISSION OF THE CONTRACTOR, ITS BOARD MEMBERS (IF APPLICABLE), EMPLOYEES, REPRESENTATIVES, FAMILY MEMBERS, INVITEE, AND VOLUNTEERS.

Insurance. The contractor shall acquire and carry throughout the contract term any applicable insurance, including workers comprehensive or employee accident insurance if the contractor has employees. At a minimum, the contractor shall secure liability/professional insurance if there are no employees or sub-contractors. Proof of insurance shall be furnished by the Contractor prior to the first day of work.

Right of Access to Contractor Records: ESP, the awarding agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the Contractor that are directly pertinent to a specific program (such as but not limited to Head Start, Early Head Start, CSBG, LIHEAP) for the purpose of making audits, examinations, excerpts, and transcripts. Records shall be maintained for at least three years from the termination date of the agreement.

Waiver of Contractual Right: The failure of either party to enforce any provision of the Agreement shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Agreement.

Applicable Law: This Agreement shall be governed by the laws of the State of Georgia unless superseded by federal law.

Equal Opportunity. During the performance of this contract, the CONTRACTOR agrees to follow:
1. The CONTRACTOR shall not discriminate against any employee or applicant for employment because of race, color, age, religion, disability, political belief, sex, or national origin. The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, age, religion, disability, political belief, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be prepared by the Contracting Officer setting forth the provisions of this Equal Opportunity clause.

2. The CONTRACTOR shall, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, sex, or national origin, or political belief.

Additional Provision:
Immigration Reform and Control Act-
• Requires employers to attest to their employees’ immigration status
• Makes it illegal to knowingly hire or recruit unauthorized Immigrants.
CERTIFICATIONS: By signing the Contractor agrees to and certifies, if applicable, that:

1) The CONTRACTOR shall be in compliance with the Copeland Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR part 3, providing that each contractor and sub-recipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to the AGENCY.

2) The CONTRACTOR shall take action to ensure that all work is performed in accordance with OSHA guidelines and OSHA required record keeping and training is current and ongoing.

4) If this contract requires renovation or construction, then the CONTRACTOR shall, if on-site costs exceed $2,000.00, comply with the Davis-Bacon Act and pay employees the rate of pay in accordance with Department of Labor “prevailing wages” schedule and supply the Agency with the DOL required certification forms and payroll records.

4) The CONTRACTOR shall be in compliance with the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency.

5) The CONTRACTOR shall to the best of its knowledge or belief, not be currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal or state agency, and are not currently or previously been indicted or convicted either civilly or criminally by a governmental entity (local, state or federal) for violations of procurement, consumer, and/or felony statutes. The Contractor is not listed in the General Services Administration’s List of Parties Excluded from Federal Procurement or Non-procurement Programs

6) The CONTRACTOR shall not and will not use 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.

7) The CONTRACTOR shall include the provisions of paragraphs (1) through (7) in every subcontract or purchase order (over $100,000) unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions shall be binding upon each subcontractor or vendor.

In the event of the CONTRACTOR’S noncompliance with the above terms, conditions, and certifications or with any state or federal rules, regulations, or orders, this agreement may be canceled, terminated, or suspended, in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts. No other terms and conditions may take precedence without the written permission of ESP.

I have read the above and agree to abide by these terms and conditions. I further, by my signature, certify that I am an authorized representative of the CONTRACTOR with authority to obligate such to comply with the above with the exception of the following:

34 of 35
Executed this ____ day of _____________, 20__

By:
Contractor___________________________________ Date______________________

Company______________________________________________________________

By:
Agency______________________________________ Date______________________

Enrichment Services Program, Inc.