

**Thomas County Board of Education**  
200 N. Pinetree Blvd.  
Thomasville, Georgia 31792

**Request for Bids to Upgrade Locks at  
Cross Creek Elementary School**

**Thomas County Schools Contact:**

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**Project Location**

Cross Creek Elementary School  
324 Clark Road  
Thomasville, GA 31757

**Scope of project:**

The project is to remove existing locks on each of the doors specified in the attached spreadsheet (Exhibit B), install a wrap door plate on doors including those with mortise sectional locks, and install a new BEST CORMAX Lock with the specified function to tie into the school district's current BEST COREMAX System. Only Best 9K locks will be accepted. There will be 3 different Best function locks used in this project. Each door lock and door shall be adjusted as needed to work appropriately. Best Cores will be provided and keyed as directed by the school district in keeping with the school system's keying hierarchy. Keys will be labeled by room number and organized in the school's key cabinet in the office. A minimum of three (3) keys will be provided for each classroom and office lock. Twenty (20) storage room function keys will be provided. A wing master shall be provided for each wing of the school. A school master shall be provided for the entire school. In addition to the door lock replacements, six (6) Best padlocks keyed to the school district's keying plan will be provided for gates in perimeter security fencing.

**Bid Deadline and Award:** Bids must be received by 2:00 P.M. on Tuesday, November 7, 2023. Bids will be opened at 2:00 PM in the Thomas County Board of Education Meeting Room, 200 North Pinetree Boulevard, Thomasville, Georgia at 2:00 PM., on November 7. It is anticipated that the bid will be awarded by the Thomas County Board of Education on November 12, 2023, and that a purchase order will be issued shortly thereafter.

It is the intent of the school district to award the project to the lowest responsive and responsible bidder provided that the bid has been submitted in proper form and in compliance with the bidding documents. The school board has the right to waive informalities and irregularities in a bid received and to accept the bid which in the school board's judgement is in the school district's best interest.

It is expected that work will be completed by April 30, 2024.

**Bid Submission:** Bids may be submitted in person or by certified delivery.

Request for Bids: Cross Creek Lock Upgrade Project

**Contractor Qualifications:**

1. The contractor must have been in business for a minimum of 5 years with commercial door, lock, and key experience on projects similar in scope to the proposed project;
2. The contractor must provide three references for projects similar in scope;
3. All workers to be assigned to this project must be able to pass a criminal background check (Please see item #5 under Working Conditions.);
4. The contractor must provide proof of liability and workers compensation insurance by providing a certificate of insurance with Thomas County Schools named as an additional insured entity;
5. If the labor and equipment price submitted in this bid exceeds \$100,000, the contractor must be prepared to provide a performance bond or an irrevocable letter of credit in the amount of the bid; and
6. The successful contractor must provide an E-verify form before beginning work on the project.

**Pre-Bid Conditions**

1. At least one week before bids are due, a representative of the contractor must visit the school site and survey all of the doors that have locks scheduled to be replaced. The contractor must account for any extenuating circumstances or special hardware that may be required to install specified locks on the identified doors. Submission of a bid constitutes acceptance of the existing conditions and a guarantee that the specified locks will be installed and made operable on the specified doors. The bid price will include any extra hardware or labor needed to accommodate the installation of each lock on each specified door. This meeting will be coordinated with the designated facilities consultant.
2. Prior to bid date, a representative of the contractor must have a “key planning meeting” with the school principal or designee, the member of the school system’s maintenance staff assigned to service school system locks, the school district’s Director of Facilities, Operations, Safety, and Security, and the consultant who is assisting with this grant. This meeting will be coordinated with the designated facilities consultant.
3. Any questions that the contractor has about the project must be submitted in writing at least 48 hours before the bid date.

**Working Conditions:**

1. All work must be completed so as to minimize any disruptions to the orderly operation of the school.
2. Work must be scheduled in cooperation with the school principal and district officials.
3. The school district prefers that all work be performed after school hours, on weekends, or during one of the scheduled school breaks. The school will be closed for Winter Break December 22, 2023 - January 4, 2024, and for Spring Break April 1 -5, 2024. In the event that any work takes place while school is in session, such work must be conducted in a manner so as not to interrupt teaching, learning, or the orderly operation of the school.
4. Work must be performed in such a manner so as to maintain the security of the school and individual rooms at all times. Each lock must be replaced the same day that the existing lock is removed.
5. The Thomas County Schools has a responsibility to provide a wholesome and safe environment for the students in its care. One specific measure that the system requires is that each employee be subjected to a national criminal background check. Background checks are also required for independent contractors who work on our school campuses. As a condition of bid on this project, the contractor shall insure that all employees (whether employees of the contractor or of any sub-contractor) working at any school site while students are present shall be subjected to a criminal background check and shall have been found

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to be free of any charge or conviction for any crime of “moral turpitude” which is defined as “an act of baseness, vileness, or depravity in the private and social duties” and which shall specifically include any offense of a sexual or abusive nature. Such background check shall be conducted prior to the employee’s being allowed on any school site while students are present. The school system will assist the contractor in obtaining background checks with the expense for those checks being paid by the contractor.

6. Profane or other inappropriate language shall not be permitted on school grounds. The school district will have the final say in determining what is inappropriate or profane.
7. Workers shall not play radios or other devices while students or school system employees are present.

### **Davis-Bacon Labor Requirements**

This project shall be funded in whole or in part by federal grant funds. Employees working on this job shall be paid in compliance with Davis-Bacon Labor Requirements. Please see EXHIBIT A for a full explanation of Davis-Bacon Wage and Reporting Requirements. Among other things, the act requires the following: Payrolls and basic records shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the applicable agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the applicable agency.

**A copy of weekly certified Davis-Bacon payroll and wage reports shall be submitted with each pay request to the Thomas County School System.**

### **Required Warranty**

1. The contractor must provide a copy of the manufacturer’s warranty for all locks and other components installed as part of this project.
2. In addition to any warranty provided by the manufacturer, the installation contractor shall provide a full 12-month warranty on all parts and labor on all locks and accessories installed as part of this project.
3. The installer shall send a representative to the school 30 days after the completion of the project and again 11 months after substantial completion to check each lock for proper operation and to make needed adjustments and repairs as needed. All repairs with the exception of repairs necessitated by damage caused by vandalism or abuse, including the replacement of hardware, shall be made at no cost to the school district.

Request for Bids: Cross Creek Lock Upgrade Project

**Spare Parts**

The contractor shall provide as part of the base bid one spare storage room function lock, one spare office function lock, and 4 spare intruder function locks.

See the Bid Form on the next page.

**Thomas County Board of Education**  
200 N. Pinetree Blvd.  
Thomasville, Georgia 31792

**Bid Form: Upgrade Locks at Cross Creek Elementary School**

**Acknowledgement of Davis-Bacon Wage and Reporting Requirements.**

My company understands that this project will be funded in whole or in part by a federal grant and that Davis-Bacon Wage and Reporting Requirements apply. We have reviewed Exhibit A and agree to comply with wage requirements and will submit the required certified payrolls with our pay requests. Any questions regarding compliance with this requirement should be directed in advance of the bid date to the school district's Deputy Superintendent and Chief Financial Officer Joey Holland at [jholland@tcjackets.net](mailto:jholland@tcjackets.net) or 229-584-9112.

My company has surveyed the school site and examined the doors that are to receive new locks as outlined in Exhibit B. Submission of this bid constitutes acceptance of existing conditions and is an assurance that the specified locks on the specified doors will be installed as outlined in Exhibit B.

**Base Bid:** The base bid includes furnishing and installing all specified locks and other required hardware outlined in the school district's scope of work and Exhibit B. This price is inclusive of all costs to the school district and shall include all travel and other incidental costs. The bid includes the warranty and follow-up inspections and tune-ups at the 30 day and 11 month intervals as outlined in the specifications document. The base bid includes the spare parts delineated in the bid document.

**Base Bid Amount to complete all work specified in this Request for Bids: \$**\_\_\_\_\_

If funds permit, the school district may expand this project to include the installation of additional locks on doors in other schools within the school district. Please provide a per door bid price to install additional locks on doors located within any other Thomas County School as part of this project:

**Intruder Function Lock (Price per lock installed): \$**\_\_\_\_\_

**Classroom Function Lock (Price per lock installed): \$**\_\_\_\_\_

**Storage Room Function Lock (Price per lock installed): \$**\_\_\_\_\_

**Office Function Lock (Price per lock installed): \$**\_\_\_\_\_

**BEST Pad lock: \$**\_\_\_\_\_

My signature below verifies that I have visited the site, accepted the conditions as they exist, and received answers to any questions that I have about this project. I have the methods and means to complete this project as described by the school district.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_, \_\_\_\_\_

Request for Bids: Cross Creek Lock Upgrade Project

**Exhibit "A"**  
**Davis Bacon Act ("DBA")**  
**Terms and Conditions**

Contractor agrees that it will comply with all of the terms, conditions, requirements, and limitations as set forth below:

**Wage Rate Requirements (DAVIS BACON ACT (DBA))**

Subject to further clarification issued by the Office of Management and Budget, and notwithstanding any other provision of law and in a manner consistent with other provisions of DBA, all laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to this award shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan Numbered 14 of 1950 (64 Stat. 1267; 5 U.S.C. App.) and section 3145 of title 40, United States Code (ARRA Sec. 1606).

Davis Bacon Wage Rates for the State of Georgia may be accessed at the following website: <https://wdolhome.sam.gov>, in accordance with the applicable classification. This information is also included at the end of this exhibit. Contract shall confirm rates at time of contract Notice to Proceed.

The parties more specifically agree as follows:

(1) Minimum wages.

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



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

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

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

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

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

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

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

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

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



(3) Payrolls and basic records.

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

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the applicable agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the applicable agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the applicable agency if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the applicable agency, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide

addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

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

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

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

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

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

#### (4) Apprentices and trainees--

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

(ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the

Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

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

(5) Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

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

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

(8) Compliance with Davis–Bacon and Related Act requirements. All rulings and interpretations of the Davis–Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.



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

(10) Certification of eligibility.

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

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

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

#### Additional Provisions Pursuant to the Davis-Bacon Act.

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

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

**Flow Down Requirement.** Contractor must include these DBA Terms and Conditions in any subcontract.



**Exhibit B**  
**Cross Creek Lock Replacement Door Locations and Functions**

<b>Description</b>	<b>Quantity of Locks</b>	<b>Function</b>
<b>Classroom Doors</b>		
600 Wing	16	Intruder
300 Wing	16	Intruder
400 Wing	16	Intruder
500 Wing	16	Intruder
<b>Custodial Closets</b>		
600 Wing	1	Storeroom
Cafeteria	1	Storeroom
300 Wing	1	Storeroom
400 Wing	1	Storeroom
500 Wing	1	Storeroom
<b>Storefront Doors</b>		
Main Entrance	1	Cylinder Replacement
Lobby Left	1	Cylinder Replacement
Lobby Right	1	Cylinder Replacement
Cafeteria Ramp (Double Doors)	2	Cylinder Replacement
Cafeteria Ramp (Single side door)	1	Cylinder Replacement
Exterior 600 Wing	1	Cylinder Replacement
Gym	3	Cylinder Replacement
Exterior 300 Wing	1	Cylinder Replacement
Playground Entrance	1	Cylinder Replacement
Exterior 400 Wing	1	Cylinder Replacement
Bus Entrance	1	Cylinder Replacement
Exterior 500 Wing	1	Cylinder Replacement
Cafeteria	3	Cylinder Replacement
<b>Hallway Doors (Double wood doors with panic devices- one lock per pair of doors)</b>		
600 Wing	1	Upgrade panic bar lock device to Best
300 Wing	1	Upgrade panic bar lock device to Best
400 Wing	1	Upgrade panic bar lock device to Best
Gym (Between gym and coaches' office hallway)	1	Upgrade panic bar lock device to Best
<b>Offices/Storage Rooms</b>		
600 Wing	7	Storage Room
Gym Coaches Office	1	Office
Gym Coaches Office Closet	1	Storage Room

Gym Storage	1	Storage Room
<b>Mechanical Rooms</b>		
Exterior by Gym	2	Storage Room
Exterior by Kitchen	1	Storage Room
Main Office	1	Storage Room
<b>Miscellaneous</b>		
Double Steel Doors at office entrance (lock on each door)	2	Upgrade panic bar lock device to Best
Nurse	1	Intruder
Stairway door from main corridor	1	Upgrade panic bar lock device to Best
Media Conference Room	1	Intruder
Media Conference Room Closet	1	Storage Room
Media Offices	4	Office
Media Stairway	1	Upgrade panic bar lock device to Best
Hallway Closet by Media Center	1	Storage Room
<b>Office Suite</b>		
Conference Room	2	Office
Resource Officer	1	Office
Counselors' Office Suite	1	Office
Counselors' Offices	3	Office
Teachers' Lounge	2	Office
Workroom	1	Office
Copy/Testing	2	Storage
Broadcasting	1	Office
Office Stairway	1	Upgrade panic bar lock device to Best
Assistant Principal	2	Office
Principal	2	Office
Psychologist	1	Office
Data/Records Pffice	1	Office
Bookkeeper Office	1	Office
<b>Kitchen</b>		
Manager's office	1	Office
Mechanical Room	1	Storage
Interior serving line doors	2	Intruder
Chemical Storage Room	1	Storage
<b>Gates</b>		
BEST padlocks for gates	6	Padlocks

**Grand Total** 149