



Purchasing Department
140 Stonewall Avenue West, Ste 204
Fayetteville, GA 30214
Phone: 770-305-5420
www.fayettecountyga.gov

March 11, 2025

Subject: RFP 2535-P: Emergency Generators for Crosstown Water Treatment Plant

Gentlemen/Ladies:

Fayette County, Georgia invites you to submit a proposal for a contract for one firm to provide both design and construction services for two emergency generators at the Crosstown Water Treatment Plant. You are invited to submit a proposal in accordance with the information contained herein.

A **mandatory pre-proposal conference** will be held on Wednesday, April 9, 2025, at 8:30 a.m., at the Crosstown Water Treatment Plant, 3500 TDK Boulevard, Peachtree City, Georgia 30269. This will provide an opportunity for you to become more familiar with the project, and to ask questions. Companies that attend will be invited to submit proposals.

Questions concerning this request for proposals should be addressed to Colette Cobb in writing via email to PurchasingGroup@fayettecountyga.gov or fax to (770) 305-5208. Questions will be accepted until 3:00 p.m., Wednesday, April 16, 2025.

Purchasing Department office hours are Monday through Friday 8:00 a.m. to 5:00 p.m. The office telephone number is (770) 305-5420.

Please return your response to the following address:

Fayette County Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, Georgia 30214

Request for Proposals # 2535-P
Request for Proposals Name: *Emergency Generators for Crosstown Water Treatment Plant*

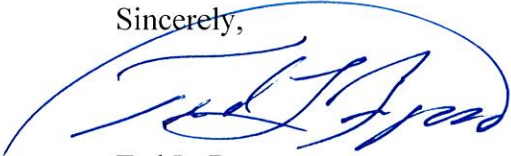
Your envelope must be sealed, and should show your company's name and address.

Proposals will be received at the above address until 3:00 p.m., Thursday, April 24, 2025 in the Purchasing Department, Suite 204. Proposals will be opened at that time, and the names of the responding companies will be read.

Proposals must be signed to be considered. Late proposals, faxed proposals, or emailed proposals cannot be considered.

If you download this Request for Proposals from the county's web site, it will be your responsibility to check the web site for any addenda that might be issued for this solicitation. The county cannot not be responsible for a vendor not receiving information provided in any addendum.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ted L. Burgess", enclosed within a blue oval scribble.

Ted L. Burgess
Chief Procurement Officer

Attachment

**RFP #2535-P: Emergency Generators for Crosstown Water Treatment Plant
GENERAL TERMS AND CONDITIONS**

1. **Definitions:**

- a. **RFP:** Request for Proposals.
- b. **Offeror:** A company or individual who submits a proposal in response to this RFP.
- c. **Successful Offeror:** The offeror that is awarded a contract.
- d. **Contractor:** The Successful Offeror, upon execution of the contract.
- e. **County:** Fayette County, Georgia.

2. **Preparation of Offers:** It shall be the responsibility of the Offeror to examine specifications, scope of work, schedule and all instructions that are part of this request for proposal. Failure to observe any of the instructions or conditions in this request for proposal may result in rejection of the offer.

All of the specifications and information contained in this request for proposal, unless specifically excepted in writing by the Offeror and such exceptions being included with the offer, will form the basis of the contract between the Successful Offeror and the County. The Offeror should take care to answer all questions and provide all requested information.

3. **Submission of Offers:** Offerors must submit their proposal, along with any amendments issued by the County, in a sealed opaque envelope. **Price schedules** shall be placed in an additional opaque sealed envelope, identified as the price schedule, and enclosed in the sealed envelope with the proposal.

Mail or deliver one (1) original, unbound proposal, signed in ink by a company official authorized to make a legal and binding offer, four (4) bound paper copies, and a copy on a flash drive to:

Fayette County Government
Purchasing Department
140 Stonewall Avenue West, Suite 204
Fayetteville, GA 30214

RFP Number: 2535-P

RFP Name: Emergency Generators for Crosstown Water Treatment Plant

4. **Timely Receipt:** Offers not received in the Purchasing Department by the time and date of the scheduled proposal opening will not be considered.
5. **Open Offer:** To allow sufficient time for a contract to be awarded, the offer, once submitted and opened, shall remain open for acceptance for a period of at least ninety (90) days from the date of the opening to the date of award.
6. **Corrections or Withdrawals:** The Offeror may correct a mistake, or withdraw a proposal before the proposal opening date by sending written notification to the Director of Purchasing. Proposals may be withdrawn after the opening only with written authorization from the Director of Purchasing.

7. **Defects or Irregularities:** The County reserves the right to waive any defect or irregularity in any proposal received. In case of a discrepancy between unit prices and extended prices, the unit price will govern unless the facts or other considerations indicate another basis for correction of the discrepancy.
8. **Brand Name:** If items in this RFP have been identified, described or referenced by a brand name or trade name description, such identification is intended to be descriptive, but not restrictive and is to indicate the quality and characteristics of products that may be offered. Alternative products may be considered for award if clearly identified in your proposal. Items offered must meet required specifications and must be of a quality which will adequately serve the use and purpose for which intended.
9. **Trade Secrets – Confidentiality:** If any person or entity submits a bid or proposal that contains trade secrets, an affidavit shall be included with the bid or proposal. The affidavit shall declare the specific included information which constitutes trade secrets. Any trade secrets must be either (1) placed in a separate envelope, clearly identified and marked as such, or (2) at a minimum, marked in the affidavit or an attached document explaining exactly where such information is, and otherwise marked, highlighted, or made plainly visible. See Georgia law at O.C.G.A. § 50-18-72 (A)(34).
10. **Site Conditions:** Offerors are urged to visit the site to familiarize themselves with site conditions. Upon submission of an offer, it is understood that the Offeror is acknowledging his acceptance of all site conditions.
11. **References:** Offerors shall submit with proposals a list of three (3) jobs the Offeror has done that are of the same or similar nature to the work described herein. For each job listed include a brief description of the work, a contact person, mailing address, valid telephone number and the date job was completed.
12. **Ethics – Disclosure of Relationships:** Before a proposed contract in excess of \$10,000.00 is recommended for award to the Board of Commissioners or the County Administrator, or before the County renews, extends, or otherwise modifies a contract after it has been awarded, the Contractor must disclose certain relationships with any County Commissioner or County Official, or their spouse, mother, father, grandparent, brother, sister, son or daughter related by blood, adoption, or marriage (including in-laws). A relationship that must be reported exists if any of these individuals is a director, officer, partner, or employee, or has a substantial financial interest the business, as described in Fayette County Ordinance Chapter 2, Article IV, Division 3 (Code of Ethics).

If such relationship exists between your company and any individual mentioned above, relevant information must be presented in the form of a written letter to the Director of Purchasing. You must include the letter with any bid, proposal, or price quote you submit to the Purchasing Department.

In the event that a Contractor fails to comply with this requirement, the County will take action as appropriate to the situation, which may include actions up to and including rejection of the bid or offer, cancellation of the contract in question, or debarment or suspension from award of

a County contract for a period of up to three years.

13. **Evaluation of Offers:** The evaluation of offers and the determination as to acceptability of services offered shall be the responsibility of the County. Accordingly, to ensure that sufficient information is available, the Offeror may be required to submit literature, samples, or other information prior to award. The County reserves the right to obtain clarification or additional information from any firm regarding its proposal. The County reserves the right to select a responsive, responsible firm on the basis of best value that is deemed to be most advantageous to the County. The County further reserves the right to reject any proposal, or all proposals, and to re-release the request for proposals.
14. **Non-Collusion:** By responding to this request for proposals, the Offeror shall be deemed to have represented and warranted that the proposal is not made in connection with any other Offeror submitting a separate response to this request for proposals, and is in all respects fair and without collusion or fraud.
15. **Ability To Perform:** The Offeror may be required, upon request, to provide to the satisfaction of the County that he/she has the skill, experience and the necessary facilities, as well as sufficient financial and human resources, to perform the contract in a satisfactory manner and within the required time. If the available evidence is not satisfactory to the County, the County may reject the offer.
16. **Notice to Proceed:** The County shall not be liable for payment of any work done or any costs incurred by any Offeror prior to the County issuing a written Notice to Proceed.
17. **Unavailability of Funds:** This contract will terminate immediately and absolutely at such time as appropriated and otherwise unobligated funds are no longer available to satisfy the obligations of the County under the contract.
18. **Payment Terms:** The County's standard payment terms are Net 30. Any deviation from standard payment terms must be specified in the awarded contract, and both parties must agree on such deviation.
19. **Severability:** The invalidity of one or more of the phrases, sentences, clauses or sections contained in the contract shall not affect the validity of the remaining portion of the contract. If any provision of the contract is held to be unenforceable, then both parties shall be relieved of all obligations arising under such provision to the extent that the provision is unenforceable. In such case, the contract shall be deemed amended to the extent necessary to make it enforceable while preserving its intent.
20. **Indemnification:** The Contractor shall indemnify and save the County and all its officer, agents and employees harmless from all suits, actions, or other claims of any character, name and description brought for or on account of any damages, losses, or expenses to the extent caused by or resulting from the negligence, recklessness, or intentionally wrongful conduct of the Contractor or other persons employed by or utilized by the Contractor in the performance of the contract. The Contractor shall pay any judgment with cost which may be obtained against the County growing out of such damages, losses, or expenses, but only to the extent such damages, costs and expenses are adjudicated to have been caused by or resulted from the negligence,

recklessness, or intentionally wrongful conduct of the Contractor or other persons employed or utilized by the Contractor in the performance of the contract.

21. **Non-Assignment:** Assignment of any contract resulting from this request for proposals will not be authorized, except with express written authorization from the County.
22. **Insurance:** The Successful Offeror shall procure and maintain the following insurance, to be in effect throughout the term of the contract, in at least the amounts and limits set forth as follows:
 - **General Liability Insurance:** \$1,000,000 combined single limit per occurrence, including bodily and personal injury, destruction of property, and contractual liability.
 - **Automobile Liability Insurance:** \$1,000,000 combined single limit each occurrence, including bodily injury and property damage liability.
 - **Worker's Compensation:** Workers Compensation as required by Georgia statute.

Before a contract is executed with the Successful Offeror, the Successful Offeror shall provide Certificates of Insurance for all required coverage. The Successful Offeror can provide the Certificate of Insurance after award of the contract, but must be provided prior to execution of the contract document by both parties. Certificates shall list an additional insured as follows:

Fayette County, Georgia
140 Stonewall Avenue West
Fayetteville, GA 30214

23. **Bid Bond:** You must include a bid bond with your bid, equal to five percent (5%) of the total amount bid. Bid bonds shall be provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570).
24. **Performance and Payment Bonds:** Prior to execution of a contract, the Successful Offeror shall submit performance and payment bonds each equal to 100 percent of the contract value, provided by a surety which appears on the U.S. Treasury's list of approved bond sureties (Circular 570).
25. **Building Permits:** Work performed for the County requiring building permits by licensed Contractors will not have permit fees assessed, although any re-inspection fees for disapproved inspections will be the responsibility of the Contractor prior to final inspections and the Certificate of Occupancy or Certificate of Completion being issued.
26. **Termination for Cause/Breach of Contract:** The County may terminate the contract for cause by sending written notice to the Contractor of the Contractor's default in the performance of any term of this agreement. Termination shall be without prejudice to any of the County's rights or remedies by law.

In the event that the Contractor or a subcontractor should violate or breach contract terms or

conditions, upon discovery of such violation or breach the County will notify the Contractor in writing. The Contractor or subcontractor shall be entitled to cure the breach within ten days and provide evidence of such cure. If the Contractor fails to cure the violation or breach within the ten-day period, the County shall be entitled to all available remedies, including termination of the contract, or the requirement that a subcontractor be dismissed from performing work under the contract. The County shall be entitled to any and all damages permissible by law.

27. **Termination for Convenience:** The County may terminate the contract for its convenience at any time with 10 days' written notice to the Contractor. In the event of termination for convenience, the County will pay the Contractor for services performed. The County will compensate partially completed performance based upon a signed statement of completion submitted by the Contractor, which shall itemize each element of performance completed.
28. **Force Majeure:** Neither party shall be deemed to be in breach of the contract to the extent that performance of its obligations is delayed, restricted, or prevented by reason of any act of God, natural disaster, act of government, or any other act or condition beyond the reasonable control of the party in question.
29. **Governing Law:** This agreement shall be governed in accordance with the laws of the State of Georgia. The parties agree to submit to the jurisdiction in Georgia, and further agree that any cause of action arising under this agreement shall be required to be brought in the appropriate venue in Fayette County, Georgia.
30. **Open Records Act:** In the event that the Contractor receives, and responds to, a request for information as provided in Georgia's Open Records Act (O.C.G.A. § 50-18-70 *et seq.*), the Contractor shall promptly provide the County the same information provided to the initiator of the request for information. Contractor shall email such information to the County's Custodian of Records at tsmith@fayettecountyga.gov.
31. **Equal Employment Opportunity:** The Equal Employment Opportunity clause, appearing at 41 CFR 60-1.4(b) is incorporated by reference, as provided by 41 CFR 60-1.4(d).
32. **Small and Minority Businesses, and Women's Business Enterprises:** The Contractor shall take all necessary affirmative steps to assure that minority businesses and women's business enterprises are used when possible. If subcontracts are to be let, the Contractor shall take the following affirmative steps:
 - a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
 - e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency

of the Department of Commerce.

- f. Require subcontractors to take the above affirmative steps if letting sub-subcontracts.

33. **Davis-Bacon Act and Copeland "Anti-Kickback" Acts:** To the extent applicable to the work under this contract, the Contractor shall comply with requirements of the Davis-Bacon Act as amended (40 U.S.C. 3141-3144 and 3146-3148), as supplemented by Department of Labor regulations (29 CFR Part 5) and the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part3).

34. **Compliance with the Contract Work Hours and Safety Standards Act:** To the extent that may be applicable to the work under this contract, the Contractor shall comply with 40 USC 3702 and 3704 of the Act, as supplemented by Department of Labor regulations (29 CFR Part 5). These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market.

35. **Clean Air Act:**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Georgia Emergency Management Agency, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

36. **Federal Water Pollution Control Act:**

- a. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. The Contractor agrees to report each violation to the County and understands and agrees that the Georgia Emergency Management Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

37. **Suspension and Debarment:**

- a. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2

C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.095) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Georgia Emergency Management Agency and the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

38. **Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended):** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are to be forwarded from tier to tier, up to the recipient, who in turn will forward the certification(s) to the federal awarding agency.

39. **Procurement of Recovered Materials:** The Contractor shall comply with the requirements of section 6002 of the Solid Waste Disposal Act, and the Code of Federal Regulations at 40 CFR 247, which require that, when procuring items designated in guidelines of the Environmental Protection Agency (EPA), the Contractor shall procure such designated items with the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. This requirement does not apply to purchases of designated items which are unrelated to, or incidental to, the purpose of a federal grant or the purpose of the contract.

Request for Proposals #2535-P

Emergency Generators for Crosstown Water Treatment Plant

OBJECTIVE

Fayette County, Georgia seeks to enter into a design-build type contract with a qualified firm for engineering and design, provision, delivery, installation, and all other tasks necessary for replacement of the existing 1,000 kilowatt (kW) generator with two 1,000 kW natural gas generators and automatic transfer switch.

This project is funded by a Hazard Mitigation Grant Program (HMGP) grant from the Federal Emergency Management Agency (FEMA), and administered through the Georgia Emergency Management Agency (GEMA). Compliance with applicable federal and state laws is required.

INTRODUCTION / BACKGROUND

The Crosstown Water Treatment Plant (WTP) is located at 3500 TDK Boulevard, Peachtree City, Georgia 30269. It was constructed in 1986. The current 1,000 kW generator was installed in 1996, and has not been upgraded to accommodate process and plant improvements and expansions made since that time. The current standby procedure at the facility requires manual operation, via a Kirk Key interlock. To transfer power sources to and from Georgia Power. The existing Kirk Key manual power source transfer creates a potential arc-flash hazard to both staff and facility.

STATEMENT OF NEED / SCOPE OF SERVICES

Fayette County seeks to replace the existing 1,000 kW generator with two (2) new 1,000 kW natural gas generators and install an automatic transfer switch. The goal is to award a single, all-inclusive contract for a firm to supply, deliver, and install the two generators, including any and all engineering or other services needed for a complete, ready-to-use generator installation. At a minimum, this will include:

- Engineering and design as needed
- Removal and disposal of existing diesel generator and underground diesel storage tank
- Generator delivery and installation
- Natural gas line extension
- Concrete pad
- Prefabricated electrical house and internal equipment
- Paralleling switchboard
- Electrical startup and testing
- As-built drawings
- All other goods and services required

The Contractor shall supply and install two (2) Cummins Model C1000N6B gaseous fuel generator sets or equivalent from either Caterpillar Inc. or Kohler Co. The generators are to be synchronized with factory controls and paralleling switchgear, and have sound attenuated weatherproof housing.

RESPONSE REQUIREMENTS

Your proposal should include the following information, in a clear and concise manner, in the order shown below. The owner reserves the right to seek additional information or clarification as needed.

1. **Cover page:** Include the RFP number (2535-P) and title (*Emergency Generator for Crosstown WTP*). Also include your firm's name, address, telephone number, and e-mail address.
2. **Table of Contents**
3. **Required forms and information:**
 - a. Company Information *{form provided}*
 - b. Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) *{form provided}*
 - c. Certification – Suspension & Debarment *{form provided}*
 - d. Certification – Anti Lobbying *{form provided}*
 - e. List of References *{form provided}*
 - f. Exceptions, if any *{form provided}*
 - g. Signed Addenda, if any are issued.

Note: Pricing shall be submitted in a separate, sealed envelope, as provided in the Terms and Conditions section of the RFP.

4. **Project understanding and the proposed approach:** State your understanding of the objectives of the project. Describe the approach you propose to take in addressing the needs addressed by this RFP. Include your approach to engineering & design plans, site & civil, structural, electrical, natural gas line installation, as-built drawings, and other requirements. Address the need for a portable standby generator for backup power during construction. Provide an equipment list and all warranties.

Identify potential challenges you may face, and how you would resolve them. Describe any specialized or unique capabilities that your firm may have developed which would be pertinent to this project.

5. **Company's Expertise and Experience:** Provide a brief overview of your company and any sub contractors, including its size and number of employees, corporate structure, legal status, number of years in business, background and history. Include the firms experience in providing services such as those described in this RFP within the last five (5) years.

Demonstrate your company's experience and qualifications by listing at least three (3) current or recent projects, preferably similar in nature to this one, on the "References" form included in this RFP. The County reserves the right to contact the listed project owners to use as references.

6. **The Project Team:** Identify team members who would be assigned to this project. Provide an organization chart of key team members, including any subcontractors if applicable. Identify the project manager who will be empowered to make decisions for, and act on behalf of the firm. Include a resume for key team members. Include relevant training and/or experience each key team member or key subcontractor has acquired.
7. **Project Schedule:** A time-limited federal grant has been made available for this project. Provide a detailed timeline showing milestones and completion times.
8. **Price:** Include a fixed-price proposal for the work identified in the RFP. Place the price proposal in a separate, sealed envelope. The contract will be awarded on a fixed-price basis, in conformance with Federal regulations at 2 CFR 200.320(b)(2). Include travel, equipment costs, out-of-pocket expenses, and all other financial considerations in the price proposal.

EVALUATION CRITERIA

Award will be made to the responsible firm whose proposal is most advantageous to the County, with price and other factors considered. An Evaluation Committee will review and evaluate proposals.

Technical Merit: Evaluation scores will be based 70% on technical merit of the proposal (please see Items 4-7 in the Proposal Response Requirements section above), using the following criteria:

<u>Criteria</u>	<u>Max. Points</u>
1. Project understanding and the proposed approach	25
2. Company’s expertise and experience	15
3. The project team	20
4. Project schedule	<u>10</u>
Total Maximum Technical Merit Score	70

Price: The remaining 30% of the evaluation scores will be determined by your proposed price, as compared to other responding entities. Proposed prices will be assigned points earned through use of a “variance” weighted method. The lowest offered price will earn the maximum number of points for the Pricing portion of the score. Other proposals’ price scores will be calculated based on the variance of their prices from the lowest offered price.

Presentations: The County may, at its discretion, choose one or more of the best-scoring firms to make in-person presentations. If more than one firm makes a presentation, the Evaluation Committee will evaluate the presentations, and add up to an additional 20 points to the technical score for each company that makes a presentation.

COMPANY INFORMATION
RFP #2535-P: Emergency Generators for Crosstown Water Treatment Plant

A. COMPANY

Company Name: _____

Physical Address: _____

Mailing Address (if different): _____

Website (if applicable): _____

B. AUTHORIZED REPRESENTATIVE

Signature: _____

Printed or Typed Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

C. PROJECT CONTACT PERSON

Name: _____

Title: _____

E-mail Address: _____

Phone Number: _____

Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10-91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

Federal Work Authorization User Identification Number

Date of Authorization

Name of Contractor

**2535-P Emergency Generator for
Crosstown WTP**
Name of Project

Fayette County, Georgia

Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on _____, _____, 20____ in _____ (city), _____ (state).

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

NOTARY PUBLIC

My Commission Expires: _____

REFERENCES
RFP #2535-P: Emergency Generator for Crosstown WTP

Please list three (3) references for current or recent customers who can verify the quality of service your company provides. Projects of similar size and scope within the last five years are preferable.

1. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

Summary & Outcome: _____

2. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

Summary & Outcome: _____

3. Government/Company Name _____

City & State _____

Work or Service Provided _____

Approximate Completion Date _____

Contact Person and Title _____

Phone _____ Email _____

Summary & Outcome: _____

COMPANY NAME _____

CERTIFICATION

SUSPENSION AND DEBARMENT

RFP #2535-P: Emergency Generator for Crosstown Water Treatment Plant

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals, (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Fayette County, Georgia. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Federal Government and Fayette County, Georgia, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

ANTI-LOBBYING CERTIFICATION

RFP #2535-P: Emergency Generator for Crosstown Water Treatment Plant

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned _____ certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

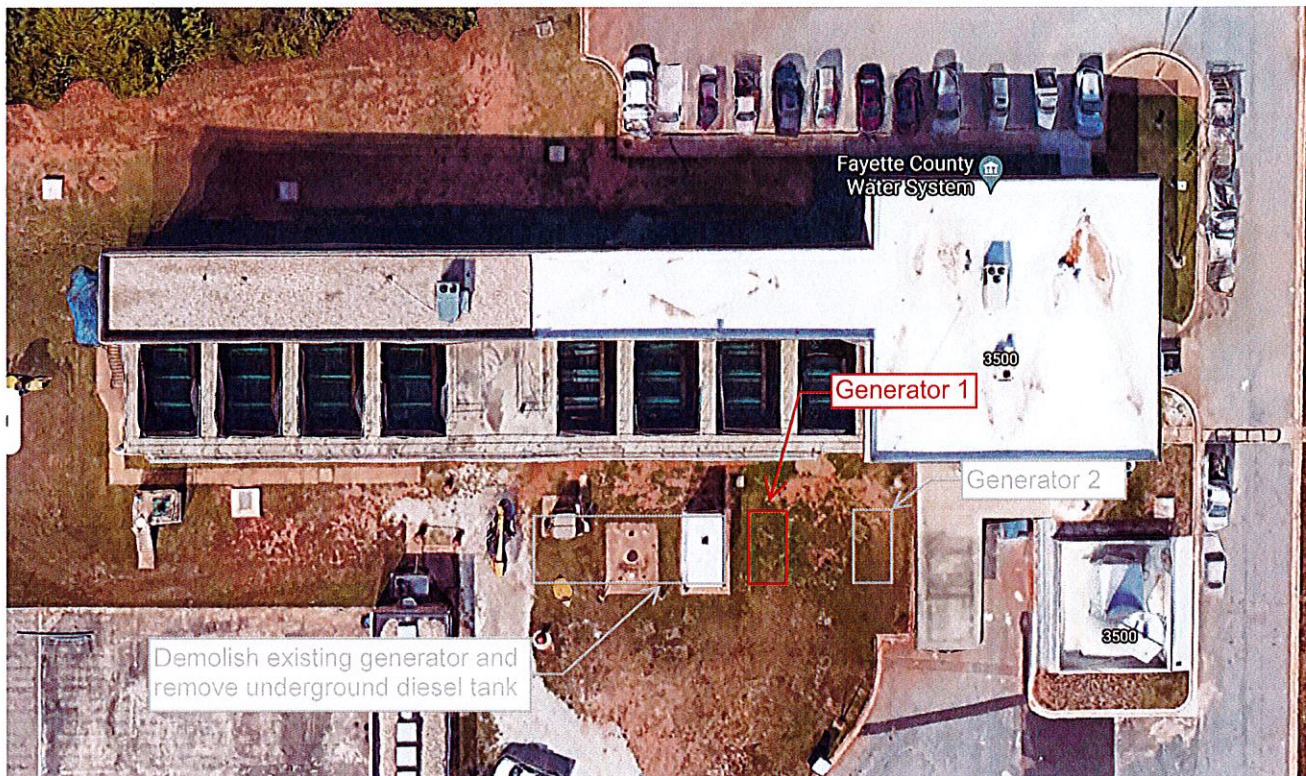
The Contractor, _____ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

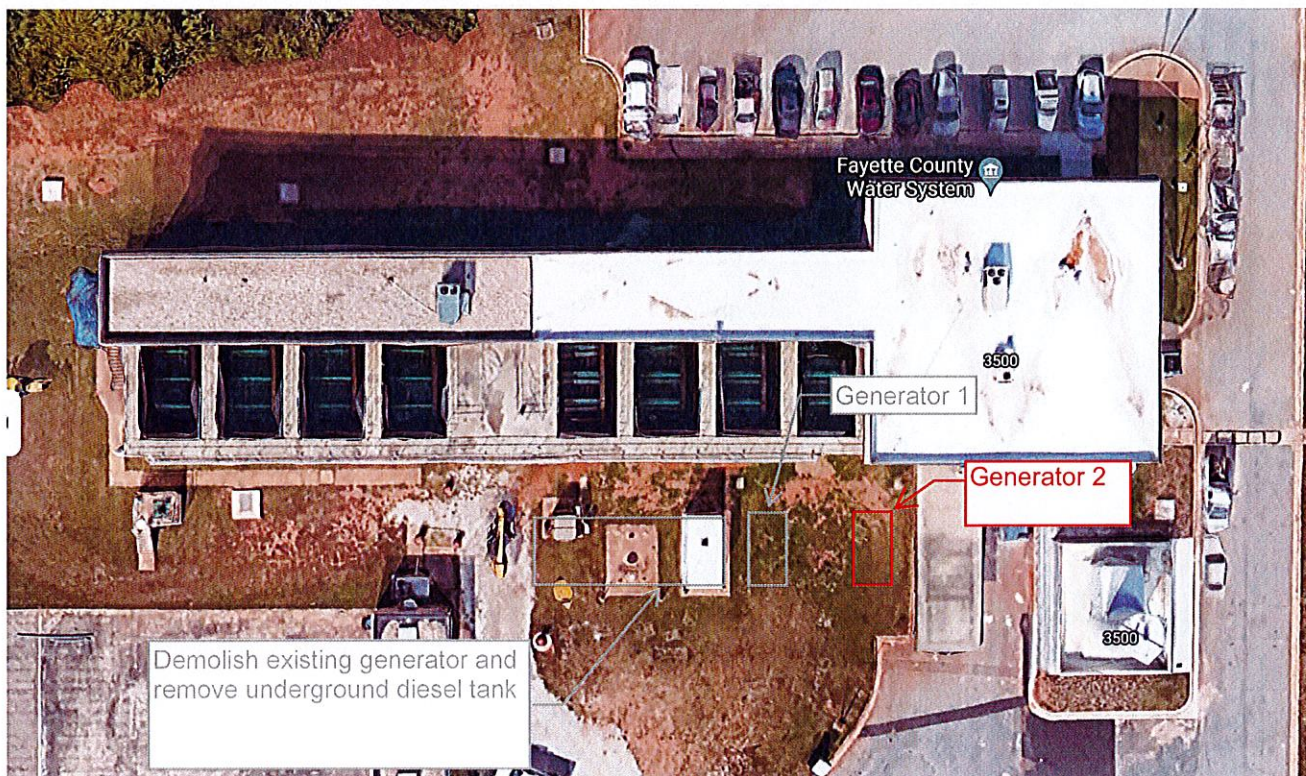
Date

Proposed Generators Site - Google Map Aerial



Generator Coordinates
Generator 1: 33.365244°, -84.575408°
Generator 2: 33.365290°, -84.575363°

Proposed Generators Site - Google Map Aerial



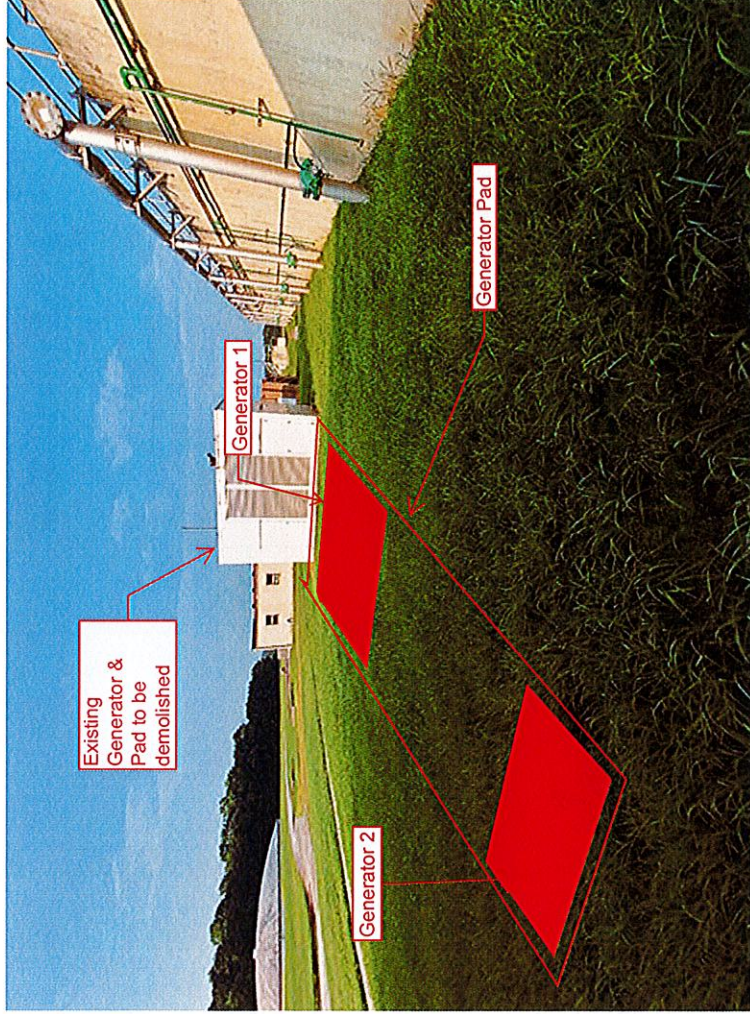
Generator Coordinates
Generator 1: 33.365244°, -84.575408°
Generator 2: 33.365290°, -84.575363°

Proposed Generators - Front & Street (inside plant) View



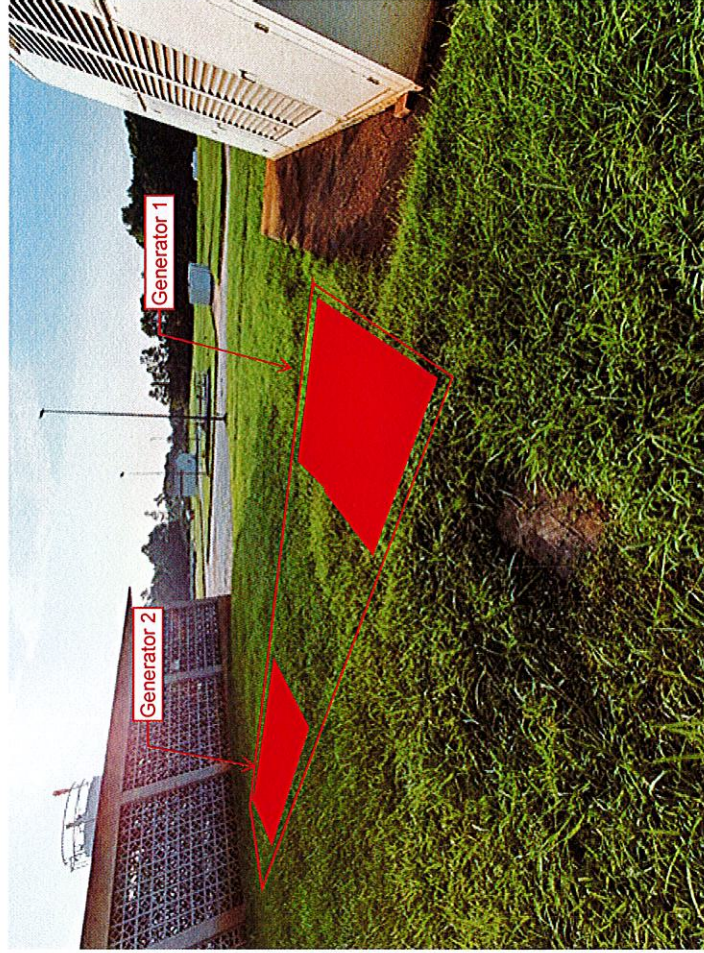
Generator Coordinates
Generator 1: 33.365244°, -84.575408°
Generator 2: 33.365290°, -84.575363°

Proposed Generators - Side View



Generator Coordinates
Generator 1: 33.365244°, -84.575408°
Generator 2: 33.365290°, -84.575363°

Proposed Generators - Back View



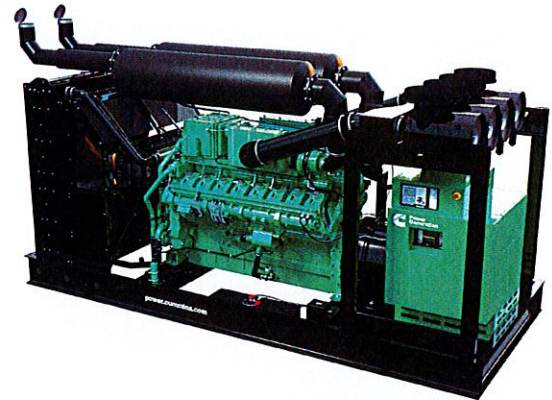
Generator Coordinates
Generator 1: 33.365244°, -84.575408°
Generator 2: 33.365290°, -84.575363°



Specification sheet

Gaseous fuel generator set

1000 kW - 1300 kW
60 Hz



Description

You can count on the 1000-1300 kW natural gas generator set (GenSet) for the reliability, quality, and dependability that is genuine Cummins performance. EPA-certified, this fully-integrated power generation system provides optimum performance and versatility for demand response and stationary standby power applications.

Features

- Over 100 years of Cummins power generation technology and innovation
- Listed to UL 2200 and CSA standards for all low voltage models
- Stamford rugged and reliable alternator with state-of-the-art technology
- One-year (demand response) and two-year (standby) base warranty supported by a worldwide Cummins twenty-four hour, seven days-a-week, distributor network
- Accepts 100% rated load in a single step
- Capable of meeting NFPA 110 Type 10 for Level 1 emergency or standby power supply systems (EPSSs) when installed and operated per Cummins and NFPA guidelines
- Standard Power Command Control (PCC) 3300 technology provides digital (precise) frequency and voltage regulation
- Efficient and convenient operation monitoring and control options:
 - Modbus over the Internet (monitor and control)
 - Remote HMI (monitor and control)

Model	Power rating 60 Hz kW (kVa) Standby and demand response	Emissions	Data sheet
C1000N6B	1000 (1250)	EPA-certified for stationary emergency and non-emergency applications	NAD-C1000N6B
C1300N6	1300 (1625)		NAD-C1300N6

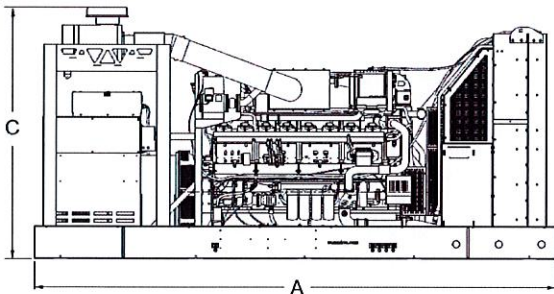
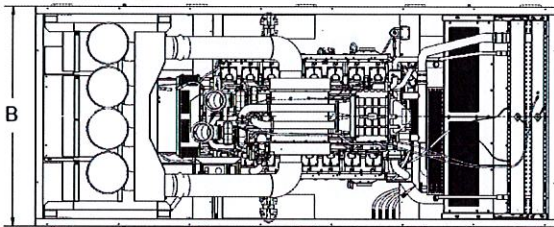
Engine specifications

Base engine	Cummins QSK 60G
Displacement	3671 in ³ (60.1 L)
Minimum battery capacity	1800 amps at minimum ambient temperature of 0 °F (-18 °C)
Battery charging alternator	55 amps
Starting voltage	24-volt, negative ground
Standard cooling system	104 °F (40 °C)

Alternator specifications

Design	Brushless, 4-pole, drip-proof revolving field
Stator	2/3 pitch
Rotor	Direct-coupled by flexible disc
Insulation system	Class H per NEMA MG1-1.65 or better
Standard temperature rise	125 °C
Exciter type	Permanent Magnet Generator (PMG)
Phase rotation	A (U), B (V), C (W)
Alternator cooling	Direct-drive centrifugal blower

Outline drawing



All models	Dim "A" in. (cm)	Dim "B" in. (cm)	Dim "C" in. (cm)
Open set	240 (610)	102 (259)	115 (292)
→ Sound-attenuated Level II enclosure	403 (1024)	102 (259)	128 (325)

NOTE: Consult drawings for applicable weights. Contact the factory for additional information.

This outline drawing is for reference only.
Do not use for installation design.

GenSet options and accessories

Alternator

- 80 °C rise
- 105 °C rise
- 125 °C rise
- 120/240 V, 200 W anti-condensation heater

Fuel system - flexible fuel connector and fuel strainer

Exhaust system - critical grade silencer

Generator set

- Batteries
- Battery charger - 120/208/240 V, 20A
- Main line circuit breaker
- Electronically-operated (E.O.) generator breaker
- PowerCommand Network I/O module
- PowerCommand Network Aux 101, 102 module
- Remote control HMI with extension harness
- Remote annunciator panel
- Spring isolators
- Audible alarm
- Sound-attenuated enclosure Level II with silencer
- Warranty - five-year standby including parts, labor, and travel

Applicable codes and standards



Coming soon.



Coming soon.



Engine is certified to Stationary Emergency and Non-Emergency U.S. EPA New Source Performance Standards (NSPS), 40 CFR 60 subpart JJJJ. U.S. applications must be applied per EPA regulations.



This product has been manufactured under the controls established by a Bureau Veritas Certification approved management system that conforms with ISO 9001:2015.

PowerCommand 3.3 control system

An integrated microprocessor-based GenSet control system providing voltage regulation, engine protection, AmpSentry alternator protection, operator interface and isochronous governing.



Advanced control methodology

- Designed for reliable operation in harsh environment.
- Provides battery monitoring and testing features and smart starting control system.
- Includes three-phase sensing, full wave rectified voltage regulation, with a PWM output for stable operation with all load types.
- Digitally governed with temperature dynamic governing and integrated digital electronic isochronous governing.
- **Prototype tested** - UL, CSA, and CE compliant.
- **Supports multiple languages**- English, Spanish, and French (standard); other languages, optional.
- **Protects the engine**- cranking lockout, overspeed shutdown, and battleshort; sensor failure indication; low fuel level warning or shutdown; low oil pressure warning and shutdown; high/low coolant temperature warning and shutdown; fail to start (overcrank) and fail to crank shutdown; and battery voltage monitoring, protection, and testing.
- **Enables paralleling control** - direct control of the paralleling breaker and displays breaker status; First Start Sensor System selects first GenSet to close to bus; Phase Lock Loop Synchronizer with voltage matching; sync check relay; isochronous kW and kVar load sharing; load govern control for utility paralleling; extended Paralleling (baseload/peak shave) Mode; and digital power transfer control, for use with a breaker pair to provide open transition, closed transition, ramping closed transition, peaking and base load functions.
- **Includes AmpSentry alternator protection** - over current and short circuit shutdown; over current warning; single and three-phase fault regulation; over and under voltage/frequency shutdown; overload warning with alarm contact; reverse power and reverse var shutdown; and field overload shutdown.
- Cummins InPower PC-based service tool connects to the PowerCommand 3.3 control system for detailed diagnostics, setup, data logging, and fault simulation.
- Comes standard with PCCNet and Modbus interface.
- Allows for up to twenty configurable data inputs and outputs.

State-of-the-art operator panel

- Includes LED lamps indicating GenSet running, remote start, not in auto, common shutdown, common warning, manual run mode, auto mode and stop.
- **Displays engine data** - DC voltage and engine speed; lube oil pressure and temperature; coolant temperature; and comprehensive full authority electronic (FAE) data.
- **Provides GenSet data** - start attempts, starts, running hours, kW hours; load profile (operating hours at percent load in 5% increments); fault history – up to 32 events; data logging and fault simulation (requires InPower); air cleaner restriction indication; exhaust temperature in each cylinder.
- **Includes alternator data** - Line-to-neutral and line-to-line AC volts; three-phase AC current; frequency; kW, kVar, and power factor kVa (three-phase and total); and winding temperature and/or bearing temperature (optional).

Refer to document S-1570 for more detailed information.

100 YEARS OF **POWER** GENERATION

Ratings definitions

Emergency Standby Power (ESP):

Applicable for supplying power to varying electrical load for the duration of power interruption of a reliable utility source. Emergency Standby Power (ESP) is in accordance with ISO 8528. Fuel Stop power is in accordance with ISO 3046, AS 2789, DIN 6271, and BS 5514.

Prime Power (PRP):

Applicable for supplying power to varying electrical load for unlimited hours. Prime Power (PRP) is in accordance with ISO 8528. Ten percent overload capability is available in accordance with ISO 3046, AS 2789, DIN 6271, and BS 5514.

Base Load (Continuous) Power (COP):

Applicable for supplying power continuously to a constant electrical load for unlimited hours. Continuous Power (COP) is in accordance with ISO 8528, ISO 3046, AS 2789, DIN 6271, and BS 5514.

Demand Response Power Rating - Spark Ignited Gas (DRP):

Applicable for supplying electrical power in parallel with commercially available power in variable and non-variable load applications. This fuel rating is intended for use in situations where power outages are contracted, such as in utility power curtailment. Engine operation is limited to a total of 500 hours per year. Engines may be operated in parallel to the public utility for up to 500 hours per year, with an average load factor no greater than 80% of rated Demand Response Power. Engines with Standby Power ratings available can be run in Emergency Standby applications up to the Standby Power rating for up to 50 hours per year. The customer should be aware, however, that the life of any engine will be reduced by constant high load operation.

Warning: Backfeed to a utility system can cause electrocution and/or property damage. Do not connect GenSets to any building electrical system except through an approved device or after the building main disconnect is open. Neutral connection must be bonded in accordance with National Electrical Code.

Specifications are subject to change without notice.

Power You Can Rely On

To order, contact centralregionorders@cummins.com.

Visit cummins.com to view all your power solutions.



"General Decision Number: GA20250313 02/07/2025

Superseded General Decision Number: GA20240313

State: Georgia

Construction Type: Building
BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories)

Counties: Barrow, Butts, Carroll, Cherokee, Coweta, Dawson, Douglas, Fayette, Forsyth, Haralson, Heard, Henry, Jasper, Lamar, Meriwether, Morgan, Newton, Paulding, Pickens, Pike, Rockdale, Spalding and Walton Counties in Georgia.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 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 2025.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker

protections under the Executive Orders is available at
<http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/03/2025
1	02/07/2025

ASBE0048-003 04/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 32.25	18.51

 CARP1263-001 10/01/2023

	Rates	Fringes
MILLWRIGHT.....	\$ 31.58	17.05

 ELEC0613-004 09/02/2023

	Rates	Fringes
ELECTRICIAN (Excludes Low Voltage Wiring).....	\$ 34.50	32%

 ELEC0613-005 09/02/2023

	Rates	Fringes
ELECTRICIAN (Low Voltage Wiring).....	\$ 34.50	32%

 ENGI0926-004 07/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Backhoe/Excavator/Trackhoe..	\$ 28.00	12.03

 ENGI0926-005 07/01/2022

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Crane.....	\$ 34.66	13.83

 ENGI0926-006 08/01/2024

	Rates	Fringes
POWER EQUIPMENT OPERATOR: Forklift.....	\$ 31.65	15.03

 * IRON0387-002 01/28/2025

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 32.00	15.05
IRONWORKER, STRUCTURAL.....	\$ 32.00	15.05

 PLUM0072-003 08/01/2024

	Rates	Fringes
PIPEFITTER		
(Excluding HVAC Pipe and Unit Installation).....	\$ 39.13	13.31
(HVAC Pipe Installation Only).....	\$ 31.68	13.31
(HVAC Unit Installation Only).....	\$ 39.13	13.31
PLUMBER.....	\$ 39.13	13.31

 SHEE0085-022 07/01/2024

	Rates	Fringes
SHEET METAL WORKER (Excludes HVAC Duct Installation).....	\$ 34.58	16.49
SHEET METAL WORKER (HVAC Duct Installation Only).....	\$ 35.21	17.72

 * UAVG-GA-0001 01/01/2025

	Rates	Fringes
IRONWORKER, REINFORCING.....	\$ 31.31	17.68

 * SUGA2017-028 04/15/2021

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 18.02	0.00
CARPENTER, Excludes Form Work....	\$ 21.06	3.54
CEMENT MASON/CONCRETE FINISHER...\$	10.00 **	0.00
GLAZIER.....	\$ 21.77	6.36
INSTALLER - GUARDRAIL.....	\$ 20.00	0.00
LABORER: Asphalt, Includes Raker, Shoveler, Spreader and Distributor.....	\$ 15.69 **	0.00
LABORER: Common or General.....	\$ 14.60 **	0.00
LABORER: Pipelayer.....	\$ 12.55 **	1.90
OPERATOR: Bobcat/Skid Steer/Skid Loader.....	\$ 20.24	0.00
OPERATOR: Bulldozer.....	\$ 15.23 **	0.00
OPERATOR: Grader/Blade.....	\$ 16.80 **	0.00
OPERATOR: Loader.....	\$ 21.32	0.00
OPERATOR: Roller.....	\$ 16.82 **	1.19
PAINTER (Brush and Roller).....	\$ 16.14 **	0.00
PAINTER: Spray.....	\$ 16.29 **	0.00

 WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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

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

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

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes

over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

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

WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination

- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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END OF GENERAL DECISION"