



Cherokee County Board of Commissioners
Purchasing Department
1130 Bluffs Parkway, Canton, GA 30114
Phone: (678) 493-6000
Fax: (678) 493-6035

STANDARD TERMS FOR BID AND PROPOSAL SOLICITATIONS

Updated 05/11/17

STANDARD TERMS FOR BID AND PROPOSAL SOLICITATIONS:

1. Project Schedule & Addenda

- 1.1 The project schedule is subject to change at the discretion of the County. All official dates and times will be posted with the solicitation documents.
- 1.2 Changes or clarifications to the solicitation schedule and specifications will be issued as addenda, posted with the solicitation documents. It is the supplier's responsibility to monitor the solicitation for addenda and comply with any additional proposal requirements included in the addenda. The anticipated award date is subject to change without notice.

2. Questions/Information

- 2.1 All questions and requests for information shall be addressed to the Procurement Agent via email within the deadline set by the County in the project schedule for submitting questions. Questions received after the question submission deadline will be answered at the County's discretion.
- 2.2 Questions should include RFP number, a reference to the specific section(s) in question, and provide an email contact for acknowledgement.
- 2.3 It is the supplier's responsibility to ensure that the Purchasing Agent has received the question and that an acknowledgement has been sent verifying receipt.
- 2.4 All answers to questions received prior to the question submission deadline will be posted on the County's website in the form of an addendum.

3. Pre-Bid/Proposal Meeting

- 3.1 Discussions during the pre-bid/proposal meeting are informal in nature and will not be provided as meeting minutes or included in the solicitation documents. Only the solicitation package and posted addenda shall constitute the official information to be used by the supplier in preparing a bid/proposal.

- 3.2 All attendees at mandatory pre-bid/proposal conferences will be required to sign an attendance sheet indicating their attendance at the meeting. Signatures will be collected prior to the start of the meeting and may continue to be accepted for a period of 5 minutes once the meeting has begun. After the 5 minute grace period, it will be at the sole discretion of the County to allow further signatures from late arrivers. It is the responsibility of the supplier to ensure they have signed the attendance sheet in order to receive credit for attending the meeting; the County assumes no responsibility for the supplier's attendance or directions to the meeting.

4. Communication with County Representatives

- 4.1 Suppliers shall avoid engaging in communication with County staff or elected officials regarding this project, unless directed by the Procurement Agent in charge of this solicitation. Unauthorized contact may disqualify the supplier from further consideration.

5. Proposal Preparation & Submission

- 5.1 Proposals shall be prepared simply and economically, providing a straightforward and concise description of the supplier's capabilities to satisfy the requirements of the solicitation.
- 5.2 The County expects bids/proposals to be well organized according to the terms and organization of the solicitation, as well as address all the requirements contained in the solicitation (including any addenda).
- 5.3 Any and all costs associated with participating in this solicitation will be solely borne by the supplier.
- 5.4 Proposals and required forms must be signed by an authorized representative of the supplier.
- 5.5 Information which the supplier desires to present but does not fall within any of the requirements of the solicitation should be inserted at the end of the bid/proposal and designated as "Additional Material".
- 5.6 It is the supplier's responsibility to ensure that the bid/proposal is responsive to all the County's requirements and complete in all aspects.
- 5.7 If physical copies are requested in the solicitation:
- a) The original bid/proposal should be clearly marked "original" and should be unbound, one-sided, 8 1/2" X 11" size. Copies, if applicable, may be bound and double sided; preference is 8 1/2" X 11",
 - b) Are to be mailed or delivered in a sealed envelope to the address provided below and in the solicitation,
 - c) Should include the RFB/RFP number on the outer most packaging,

d) Unless otherwise noted, bids/proposals are to be addressed as follows:

Solicitation #
Attn: Procurement – Upper Level Admin Building
Cherokee County Board of Commissioners
1130 Bluffs Pkwy, Canton GA 30114

e) It is the responsibility of the interested party to ensure the timely delivery of the bid or proposal. Please note; improperly addressed bids/proposals risk not being delivered to the Procurement Agent by the submission deadline and late proposals will not be accepted.

5.8 If electronic copies are requested in the solicitation, bids/proposals and all requested documentation to be provided electronically should in the Adobe Portable Document Format (PDF) unless otherwise indicated in these solicitation instructions. Documents provided in response to this solicitation are to be named according to the following naming convention:

a. [Solicitation Number]_[Vendor Name]_[Document Type]
Example: “2017-111_ABC Company_Proposal”

5.9 The bid/proposal, at a minimum, should contain all of the County's standard forms identified in the solicitation and any additional information as listed in the Submittal Instructions above; lack of such required submittals may be reason to deem a bid/proposal “non-responsive”. Such a determination by the County shall not be a cause of action by the bidder/proposer against Cherokee County.

5.10 Suppliers should use the forms requested in the solicitation and either attached hereto or as otherwise identified and provided; alternate forms may not be acceptable.

6. County's Right to Amend and/or Cancel

6.1 The County reserves the right to cancel this solicitation, in whole or in part, at any time prior to award. The issuing of this solicitation by the County is no guarantee that an award will be made.

7. Subcontractors

7.1 Suppliers whose bid/proposal will include the use of subcontractors are required to identify the scope of the project that they intend to subcontract and the subcontractor proposed to perform the work.

8. County Specifications and Supplier Performance

- 8.1 Suppliers are expected to have the professional expertise to offer the products/services that are consistent with the County's solicitation objectives and that are in the best interest of the County. Errors or omissions in the specifications or scope of work that would lead to a lower quality of service or deliverable are to be communicated to the Purchasing Agent as soon as possible to avoid an inferior work product.
- 8.2 Acceptance of designs, plans, and specifications by the County is limited to the function of determining whether there has been compliance with what is required to be produced under this Agreement. The proposing or bidding organization represents, by the submission it provides, that they possess the requisite expertise and experience to perform in accordance with the requirements within this solicitation. The County will not, and need not, inquire into adequacy, fitness, suitability or correctness of supplier's performance. No approval of designs, plans, or specifications by any person, body or agency shall relieve supplier of the responsibility for adequacy, fitness, suitability, and correctness of suppliers' work under professional and industry standards, or for performing services in accordance with sound and accepted professional and industry principals.

9. Use of Brand Names and Substitutions

- 9.1 Brand names or specifications specific to one or multiple manufacturers may have been called out or listed as part of the desired item's description in order to establish an expected level of quality and performance and not to limit competition. Different brands with comparable models or options that meet the same level of quality and performance with those items referenced within the specification are encouraged to submit these items for consideration. In order to allow the County to effectively evaluate all offerings against the actual performance needs, the party proposing alternative brands shall provide a comparison of the features and performance areas as defined in the specification. Such comparison shall clearly indicate the bidder's conformance to the specifications as follows; (a) meets, (b) exceeds, (c) does not meet or (d) meets intent (through alternative design, technology, etc.). Commentary and documentation that clearly demonstrates the level of functionality and quality is required for each comparison point. The County will be solely responsible for making the determination of acceptability of proposed products/items and scoring each item's fitness for the intended purpose.
- 9.2 It is the responsibility of those proposing any product or service to clearly identify what has been proposed on the Bid Form, including the quantity, manufacturer's name, model number, year of manufacturer, as well as a defining any options or upgrades required to meet the specification. Pricing shall reflect what is required to meet the specification. Any options that the bidder believes important for the County to consider shall be clearly identified as an option, indicate the performance change/benefit as well as corresponding pricing adjustments.
- 9.3 See Statement of Work or Solicitation Document regarding the applicability of proposing alternate items.

10. Open Records and Confidential Information

- 10.1 Bids/Proposals submitted in response to this solicitation may be subject to public inspection under the Georgia Open Records Act (O.C.G.A. 50-18-70-77). Any information that is required by the County to be included in the supplier's bid/proposal that constitutes a trade secret, as defined by the Georgia code, must include an affidavit affirmatively declaring that the information constitutes a trade secret. A general indication that the entire contents (or a major portion of the contents) of the bid/proposal is proprietary will not be honored.

11. County Assumes No Contractual Obligation

- 11.1 The County assumes no contractual obligation associated with this solicitation until final award has been approved by the Board of Commissioners and/or County Manager and a fully executed Agreement and/or Purchase Order is provided to the selected supplier. Suppliers or subcontractors performing work prior to the execution of a contract or delivery of a purchase order do so at their own risk.

12. Contractor Responsibility

- 12.1 The supplier is responsible for furnishing and delivery of all Property included in this solicitation, whether or not the supplier is the manufacturer or producer of such Property. Further, the supplier will be the sole point of contact on contractual matters, including payment of charges resulting from the use or purchase of Property.

13. Suppliers Submission Creates a Contractual Obligation

- 13.1 Submission of a response (completed, signed and returned) shall constitute an offer to provide the goods and/or services specified by the Supplier, at the prices stated in the bid/proposal, in accordance with the terms and conditions of the County's Contract and the terms and conditions of this solicitation.
- 13.2 If any exceptions are taken to any part of the solicitation or proposed contract, each exception must be stated in detail and submitted as part of the proposal document. If no exceptions are stated, it is assumed that the supplier fully agrees to the County's Standard Agreement in its entirety. The County reserves the right to reject all exceptions and award the work to a supplier who agrees to the County's terms and conditions without exceptions.

14. Tax Exemption

- 14.1 The County is exempt from the payment of any federal excise or any Georgia sales tax. The price bid/proposal must be net, exclusive of taxes.

15. Classifying Proposals as Responsive and Responsible

- 15.1 The Procurement Agent or designee will determine whether a supplier has met the standards of responsiveness and responsibility. Such determinations may be made at any time during the evaluation process and through negotiation if information surfaces that would result in a determination of non-responsibility. Proposals found nonresponsive will not be considered further.
- 15.2 The County may make such investigations as it deems necessary to determine the ability of each supplier to perform, and the supplier shall furnish to the County all such information and data for this purpose as the County may request.

16. Proposal Withdrawal

- 16.1 Unless otherwise disallowed in the solicitation or on the bid pricing form, suppliers may withdraw their bids/proposals due to unintentional errors. Proposals received prior to the due date and time may be withdrawn through formal request to the Procurement Department and signed by an authorized individual of the bidder/proposer. Once the bids/proposals have been opened, the supplier shall give notice in writing of his claim of right to withdraw his bid/proposal due to an error within two (2) business days after the date of final submission to the County. Bids/proposals may be withdrawn from consideration solely due to a clerical mistake as opposed to a judgment mistake provided that the unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents and material used in the preparation of the bid sought to be withdrawn. The supplier's original work papers shall be the sole acceptable evidence of error and mistake if they elect to withdraw their bid/proposal. If a bid/proposal is withdrawn under the authority of this provision, the lowest remaining responsive bid/proposal may be deemed to be low bid/proposal.
- 16.2 No bidder/proposer who is permitted to withdraw a bid shall, for compensation, supply any material or labor or perform any subcontract or other work agreement for the person or firm to whom the contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn bid was submitted.

17. Opportunity for Discussion

- 17.1 Suppliers may also be requested to make an oral presentation and/or product demonstration to clarify their bid/proposal or to further define their offer. In either case, Suppliers should be prepared to send qualified personnel to the County to discuss technical and contractual aspects of the proposal. Oral presentations and product demonstrations, if requested, shall be at the supplier's expense.

18. Acceptance of Lowest Priced Proposal Not Required

18.1 The County shall select the supplier that, in its discretion, offers the most advantageous offer to the County. Selection will be based on the evaluation factors outlined in the solicitation. Submission of the lowest price offers no guarantee that the proposal will be determined the most advantageous.

19. County's Right to Reject Bids/Proposals

19.1 The County reserves the right to reject any or all bids/proposals based upon its interest or investigation or information submitted and to waive irregularities, informalities, or technicalities. The County further reserves the right to make a selection and final award as deemed to be in the best interest of the County.

20. Proposals Become County Property

20.1 All submitted bids/proposals and supporting materials as well as correspondence relating to this solicitation become property of the County when received. Any proprietary information contained in the proposal must be so indicated.

21. Suspension, Debarment and Litigation

21.1 Suppliers are expected to notify the County of any suspension or debarment from performing work for a government entity or any current or pending litigation with a government organization. Suppliers should provide the County with a list of current or past suspensions or debarments along with a description of the facts surrounding the suspension and/or debarment as well as a list of current or pending mediation, arbitration or litigation and the facts surrounding those actions. Please use the form included in this solicitation.

21.2 Suppliers are accountable for selecting and managing appropriate subcontractors. Suppliers presenting bids and proposals that include subcontractors that have been suspended, debarred or are in pending litigation, suspension or debarment or from any governmental entity (local, state and/or federal) may cause the bidding or proposing supplier to be considered non-responsive and/or non-responsible unless the primary supplier as a part of their bid or proposal:

- a) notifies the County that as a part of its bid or proposal it has selected a subcontractor or subcontractor(s) that have been suspended, debarred or are pending litigation from a government entity, or suspension or debarment, and
- b) have included the jurisdiction(s) where the subcontractor has suspended or debarred or is being considered for suspension or debarment or litigation and has included the nature of the circumstances resulting in the suspension or debarment or litigation, and
- c) states a compelling reason for including the subcontractor(s) in their bid or proposal, and

- d) includes measures that the bidding or proposing contractor will take to ensure that the subcontractor(s) will complete the work in a timely manner and within the professional standards of quality and workmanship that are expected in the performance of the work bid or proposed, and
- e) in the sole judgement of the County it considers the situation to be so compelling that it determined to be in the best interest of the County to allow the one- time use of the sub-contractor without prejudice for further consideration on future procurements.

22. Insurance

22.1 If insurance is required under the terms of the contract for this project, the County shall be listed as an additional insured on the Certificate of Insurance. The “Certificate Holder” shall be listed as “Cherokee County, Georgia, acting by and through its Board of Commissioners, 1130 Bluffs Pkwy, Canton, GA 30114”.

23. Americans with Disabilities Act Guidelines

23.1 Cherokee County adheres to the guidelines set forth in the Americans with Disabilities Act. Bidders should contact the Procurement Agent if they require special arrangements while attending meetings (if any). The County requests at least 48 hours of advance notice prior to each meeting. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.

24. Local Preference

LOCAL PREFERENCE DOES NOT APPLY TO THIS SOLICITATION.

25. Procurement Ordinance and Current Documents and Forms:

25.1 All solicitations shall be in accordance with the County Procurement Ordinance. The Procurement Ordinance and the most current versions of approved forms and documents can be found on the County’s web site using the link to the Procurement Department.

26. Supplier Standards and Ethics:

26.1 By participating in this solicitation, all respondents affirm that they have read, understand and will abide by the “Supplier Standards and Ethics” statement as located on the County’s web site <http://cherokeega.com/Procurement>.

END OF STANDARD TERMS FOR BID AND PROPOSAL SOLICITATIONS

Appendices begin next page.

APPENDIX "A"

Solicitation # and Title Goes Here

INFORMATION AND ADDENDA ACKNOWLEDGEMENT FORM

Name of Company

Address - City, State and Zip Code

Name & Title of Primary Contact (for proposal clarifications/questions)

Phone of Primary Contact

Email of Primary Contact

Addenda Acknowledgement: Proposer acknowledges receipt of the following addenda (as applicable):

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

Addendum Number: _____ Date: _____

No Addenda Issued _____

Proposer's Signature

Date

APPENDIX "B"

Solicitation # and Title Goes Here

NON-COLLUSION AFFIDAVIT

I state that I am authorized to make this AFFIDAVIT on behalf of my company, and its owners, directors and officers and I further state that:

1. The price(s) shown in this Bid/Proposal has/have been arrived at independently and without consultation, communication or agreement with any other contractor, responder or potential responder to the Request for Bids (RFB)/Request for Proposals (RFP); and
2. Neither the price(s) nor the amount of the Bid/Proposal, and neither the approximate budgets nor approximate amounts in this Bid/Proposal, have been disclosed to any other company or person who is a responder or potential responder to this RFP, and they will not be disclosed before the Bid/Proposal opening; and
3. No attempt has been made or will be made to induce any company or person to refrain from responding to this RFB/RFP, or to induce them to submit a budget that is higher than the budget in this Bid/Proposal, or to submit any intentionally high or noncompetitive Bid/Proposal or other form of nonresponsive Bid/Proposal; and
4. The price(s), proposal and budget prepared are made in good faith and not pursuant to any agreement, discussion with or inducement from any agency, company or person to submit a complementary or other noncompetitive Bid/Proposal.

I state that _____ understands and acknowledges that
(Name of Company)

the above representations are material and important, and will be relied on by the Cherokee County Board of Commissioners (CCBOC) in awarding the contract(s) for which this Bid/Proposal is submitted. I understand, and my company understands, that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from CCBOC of the true facts relating to the submission of Bids/Proposals for this contract.

Signature

Date

Printed Name

Title

Sworn to and subscribed before me this _____ day of _____, 20____

(Notary Public)

[SEAL REQUIRED]

My Commission Expires: _____

APPENDIX "C"

Solicitation # and Title Goes Here

E-VERIFY AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is engaged in the physical performance of services on behalf of Cherokee County has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

Furthermore, the undersigned contractor agrees that it will continue to use the federal work authorization program throughout the contract period and should it employ or contract with any subcontractor(s) in connection with the physical performance of services pursuant to this Agreement with Cherokee County, contractor will secure from such subcontractor(s) similar verification of compliance with O.C.G.A. § 13-10-91 on the Subcontractor Affidavit in the form attached hereto as Exhibit B. Contractor further agrees to maintain records of such compliance and provide a copy of each such verification to Cherokee County within five (5) business days of receipt.

Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Federal Work Authorization User Identification Number

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

Date of Authorization

Executed this _____ day of _____, 20____
in _____ (City), _____ (State).

Name of Contractor

Signature of Authorized Officer/Agent

Name of Project

Printed Name of Authorized Officer/Agent

Cherokee County Board of Commissioners
Name of Pubic Employer

Title of Authorized Officer/Agent

NOTARY

Subscribed and sworn before me on this _____ day
of _____, 20____

NOTARY PUBLIC SIGNATURE

[NOTARY SEAL]

My Commission Expires: _____

Not Applicable by Statute or labor less than \$2,500

APPENDIX "D"

Solicitation # and Title Goes Here

REFERENCES

- 1. Company _____
City/State _____
Contact Name _____
Phone/Email _____

- 2. Company _____
City/State _____
Contact Name _____
Phone/Email _____

- 3. Company _____
City/State _____
Contact Name _____
Phone/Email _____

- 4. Company _____
City/State _____
Contact Name _____
Phone/Email _____

- 5. Company _____
City/State _____
Contact Name _____
Phone/Email _____

APPENDIX “E”

Solicitation # and Title Goes Here

ACCEPTANCE OF COUNTY AGREEMENT

The Contract used for this solicitation will be the County’s standard Professional Services Agreement (“PSA”) or Construction Services Agreement (“CSA”).

Using this form, please indicate either the willingness to sign the Contract included in the solicitation, as is, upon award and/or recommendation of award or list all exceptions. This form is to be filled out, signed and returned as part of a responsive bid/proposal. The County is under no obligation to accept exceptions or modifications suggested by the Supplier (or any Third Parties/subcontractors). Any exceptions or modifications may be considered during evaluation and may result in rejection of the bid/proposal or a lower score. Such a determination shall not be a cause of action by the bidder/proposer against Cherokee County.

If the Supplier (or any Third Parties/subcontractors) does wish to suggest exceptions or modifications, all such exceptions or modifications must be submitted with the bid/proposal; no exceptions or modifications to the contract will be considered after bid/proposal review by the County (i.e. after the opening). All exceptions to the County’s contract must be listed on the provided form as only those exceptions listed on the form provided will be evaluated. Any material exceptions may result in the rejection of the proposal and the Supplier will not receive further consideration.

CHECK AND INITIAL ONE OF THE FOLLOWING STATEMENTS:

_____ I and my legal advisor and insurance carrier representatives have read, understand and accept all the terms and conditions of the Agreement, and if awarded this Project, I will promptly execute and furnish all required statements, exhibits and certification of insurance coverage within five (5) business days.

OR

_____ I and my legal advisor and insurance carrier representatives have read and understand all the terms and conditions of the Agreement, **BUT HAVE NOTED THE FOLLOWING EXCEPTIONS AND/OR QUALIFICATIONS:**

Proposers may provide additional sheets written on their own letterhead to supplement this page, if necessary.

I CERTIFY that the above information is true and correct.

Signed: _____

Date: _____

Printed Name & Title: _____

APPENDIX "F"

Solicitation # and Title Goes Here

SUSPENSION, DEBARMENT AND LITIGATION AFFIDAVIT

Is proposing/bidding company currently suspended or debarred from doing business with any Federal, State and/or local agency?

YES _____

NO _____

If yes, please indicate each agency that has suspended or debarred the company and the situation and/or reason for the suspension or debarment in the space below (a separate piece of paper may be used if necessary).

Is proposing/bidding company currently involved in any legal matter with or under investigation by any Federal, State and/or local agency?

YES _____

NO _____

If yes, please indicate each agency and the situation and/or reason in the space below (a separate piece of paper may be used if necessary).

Company Name: _____

Authorized Representative: _____
Signature

Authorized Representative: _____
Printed Name and Title

Date: _____

APPENDIX "G"

Solicitation # and Title Goes Here

CONTRACTOR'S LICENSE CERTIFICATION

A license verification will be performed by Cherokee County, Georgia by visiting the State of Georgia's web site at sos.ga.gov/plb/, in addition to any other supporting documentation that may be provided by the Contractor's authorized agent personally appearing before Cherokee County, Georgia.

CONTRACTOR'S NAME: _____

Contractor's License Number: _____

Expiration Date of License: _____

(ATTACHED COPY OF LICENSE)

I certify that the above information is true and correct and that the classification noted is applicable to the Bid for this Project.

Signed: _____

This _____ day of _____, 201__ .

(SEAL, REQUIRED IF CORPORATION)

NOTARY AND WITNESS:

County of _____ State of _____

Notary Public: _____

Witness: _____

(SEAL, REQUIRED)

APPENDIX "H"

Solicitation # and Title Goes Here

**CERTIFICATE OF ABILITY TO PROVIDE
PERFORMANCE AND LABOR & MATERIAL PAYMENT BOND**

This is to certify that on this day the submitting Bidder/Proposer acknowledges that he/she has read these Bidding documents and requirements, inclusive of all Addenda, if any, and inclusive of the Construction Services Agreement, in their individual and collective entirety, and agrees to provide Performance and Labor & Material Payment Bonds (each in an amount equal to 100% of the contract sum) acceptable to Cherokee County, Georgia and that he/she understands, accepts and agrees to fully comply with the requirements therein, and that the undersigned will promptly provide said Performance and Labor & Material Payment Bonds to Cherokee County. Failure to furnish said Performance and Labor & Material Payment Bonds (each in an amount equal to 100% of the contract sum) within the time period set forth shall be cause for rejection of the submitted Bid or Bid Proposal, and give the right to Cherokee County, Georgia to cause the Bid Bond to be called with penalty.

The person signing below is authorized by the Bidding/Proposing company to submit the Bid/Proposal herein, and this certificate, to legally obligate the Bidder/Proposer thereto.

NAME OF BONDING COMPANY: _____

DATE: _____

Signature of the Bonding Company's Authorized Agent

(Or a separate letter on the bonding company's letterhead may be submitted.)

By signing above, or by submission of a separate letter, the bonding company acknowledges they are listed on the Federal Registry and approve of the Bid Proposal amount submitted by the Bidder.

NAME OF BIDDER/COMPANY: _____

Signature: _____

Printed Name: _____

Printed Title: _____

Date: _____

(CORPORATE SEAL, REQUIRED IF CORPORATION)

County of _____

State of _____

Notary Public: _____

My Commission Expires: _____

APPENDIX “H” Requirements

PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS REQUIREMENTS

When Contractor submits Appendix “I” below, it is these requirements that they are indicating that will meet should they be awarded the project defined in this solicitation.

PERFORMANCE AND LABOR & MATERIALS PAYMENT BOND: The Contractor shall upon award furnish to Cherokee County **Performance and Labor & Material Payment Bonds** to Cherokee County Board of Commissioners, the Undersigned's surety identified above and the Undersigned agrees that upon receipt of Cherokee County Board of Commissioners Notice of Award, the Contractor will, within ten (10) days of receipt of the Notice of Award with accompanying Agreement and requirements for bonds and insurance, execute the formal Contract, and will deliver all required Bonds for the faithful performance of this Contract and such other required information, representations and insurance certificates and policies. The Undersigned further agrees that if he fails or neglects to appear or execute or deliver within the specified time to execute the Contract of which this Proposal, the Bidding Documents and the Contract Documents are a part, the Undersigned will be considered as having abandoned the Contract, and Cherokee County Board of Commissioners shall proceed to take action to review and recommend the next responsive and responsible Bid.

Requirements of this section pertain to the furnishing of valid Performance and Labor & Material Payment Bonds, each in the amount of 100% of the contract sum of the Construction Agreement between Cherokee County and the Contractor for the scope of this Bid and contract.

No contract for work to be performed for Cherokee County by the Contractor under this Bid shall be valid for any purpose unless the Contractor shall first have provided to Cherokee County the required project insurance and the Performance and Labor & Materials Payment Bond with good and sufficient surety payable to, in favor of and for the protection of Cherokee County, and must be accompanied by a letter stating the bonding company's current rating for verification prior to acceptance by Cherokee County, before execution of the contract by Cherokee County.

Surety companies executing Bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business as a surety in Georgia, and shall have an A.M. Best minimum rating of “A” with a financial size of VII “7” or better. Attestation for the corporation must be by the corporate officer; for a partnership by another partner; and for an individual by a notary with the corporate seal.

The Performance and Labor & Materials Payment Bonds shall be provided only on the forms required herein of these Bidding Documents, as set forth by the Construction Agreement. No other forms shall be acceptable by Cherokee County. Failure of the Contractor to provide the required bonds in the manner and form prescribed, and within the time required, may form the basis for Cherokee County to determine that the Contractor has failed to comply with contracting conditions and to determine the Bid Proposal offer from the Contractor to be non-responsive and void, therein allowing Cherokee County to select another Contractor.

Each Bidding contractor interested in doing business with Cherokee County is advised to carefully review the Construction Agreement, and its attachments and Exhibits to prepare itself for the prompt execution of the Construction Agreement upon presentation for execution by Cherokee County in its Notice of Award, and the Contractor shall have executed and included with his Bid the Certification of Review and Acceptance of the Construction Agreement.

APPENDIX “I” Requirements

BID BOND REQUIREMENTS

THE BIDDER IS REQUIRED TO SUBMIT WITH ITS BID PROPOSAL A BID BOND, in an amount not less than five percent (5%) of the total submitted Bid. Its submission is mandatory, and is separate and apart from any requirements or acceptance of Performance and Labor & Material Payment Bond.

In order for the Bid Proposal offer to be acceptable to Cherokee County, Georgia, the Bid Proposal must also be accompanied by a signed form stating that should Cherokee County accept your Bid Proposal, Performance and Labor & Material Payment Bonds (each in an amount equal to 100% of the contract sum) shall be furnished, and that the Bidder will promptly furnish said Bonds upon written receipt of the written Notice of Award by Cherokee County.

No Bid or Bid Proposal shall be considered or determined valid and responsive by Cherokee County unless said Bid Bond form is properly signed by an authorized representative of the firm submitting the Bid Proposal offer, and is included with your Bid Proposal offer, and that the Bid or Bid Proposal is on forms required by Cherokee County.

THE REQUIRED BID BOND FORM is American Institute of Architects (AIA) form A310, most current Edition. No Bid or Bid Proposal shall be considered by Cherokee County unless the required Bid bond is properly executed by an authorized representative of the surety firm, and included with the Bid Proposal offer at the time of its submittal.

SUBJECT: Community Development Block Grant Certifications

This project is being funded with federal funds provided by the U.S. Department of Housing and Urban Development (HUD) through the Community Development Block Grant (CDBG) Program. The following CDBG Grant Certifications apply to your proposal or bid. Please complete the required information and return as part of your responsive proposal/bid submittal.

CDBG Certifications Applicable to This Proposal/Bid:

The Scope of Work for this activity will be conducted and administered in compliance with:

1. Title VI of the Civil Rights Act of 1964 (Public Law 88-352, 42 U.S.C. §2000d *et seq.*); and
2. The Fair Housing Act (42 U.S.C. 3601-20); and
3. The Davis-Bacon Act (40 U.S.C. 3141 *et seq.*) and Related Acts; and <https://www.dol.gov/whd/govcontracts/dbra.htm>
4. Certified Weekly Payroll Reports; and
5. Registration and compliance with U.S. Federal Contractor Registration through the online Systems for Award Management (SAM); <https://uscontractorregistration.com/>.

To the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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, it will complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph (n) of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly;

It will or will continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
6. Making it a requirement that each employee be engaged in the performance of the grant will be given a copy of the statement required by Paragraph 1;
7. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

- (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5 and 6.
- 7. The firm must insert in the space provided below the site(s) for the performance of work done in connection with the specific project/activity:

Place of Performance (Street address, city, county, state, zip code)

Check _____ if there are workplaces on file that are not identified here; and

It will comply with the other provisions of the Act and with other applicable laws.

Signature Date

Printed Name/Title

EQUAL OPPORTUNITY PROVISION CERTIFICATIONS
[EXECUTIVE ORDER 11246]

A. Executive Order 11246 (Contracts/Subcontracts above \$10,000)

1. Section 202 Equal Opportunity Clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment, or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and others.
- (6) In the event of the contractor's non-compliance with the non-discrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (7) The contractor will include the provisions of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or

purchase order as the Department may direct as a means of enforcing such provisions, including sanctions for non-compliance. Provide however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Department the contractor may request the United States to enter into such litigation to protect the interest of the United States.

SPECIAL EQUAL OPPORTUNITY PROVISIONS:

A. Activities and Contracts Not Subject to Executive Order 11246, as Amended
(Applicable to Federally assisted construction contracts and related subcontracts \$10,000 and under)

During the performance of this contract, the contractor agrees as follows:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- (2) The Contractor shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by Contracting Officer setting forth the provisions of this nondiscrimination clause. The Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (3) Contractors shall incorporate foregoing requirements in all subcontracts.

Name of Firm

Name of Authorized Person

Signature of Authorized Person

Date of Signature of Authorized Person

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations that any bidder or prospective contractor or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and if so, whether it has completed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER (Prime Contractor)

Name and Address of Bidder (including zip code):

1. Has the Bidder participated in a previous contract or subcontract subject to Equal Opportunity Clause? Yes No

2. Were compliance reports required in connection with such contract(s) or subcontract(s)? Yes No

3. Has the Bidder completed all compliance instructions, including the SF-100 (online submission)? Yes No

4. Has the Bidder ever been or is the Bidder being considered for sanction(s) due to a violation of Executive Order 11246, as amended? Yes No

Name and Title of Signer (*please print*)

Signature

Date

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
CERTIFICATION OF PROPOSED SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

Project Name/# _____
Name of Prime Contractor _____

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations that any bidder or prospective contractor or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the Equal Opportunity Clause; and if so, whether it has completed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

SUBCONTRACTOR'S CERTIFICATION

Name and Address of Subcontractor (including zip code):

- 1. Has the subcontractor participated in a previous contract or subcontract subject to Equal Opportunity Clause? Yes No
- 2. Were compliance reports required in connection with such contract(s) or subcontract(s)? Yes No
- 3. Has the Subcontractor completed all compliance instructions, including the SF-100 (online submission)? Yes No
- 4. Has the Subcontractor ever been or is the Subcontractor being considered for sanction(s) due to a violation of Executive Order 11246, as amended? Yes No

Name and Title of Signer (*please print*)

Signature _____ Date _____

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, any location under his/her control where segregated facilities are maintained. The bidder agrees that a breach of his/her certification will be violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this Certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where he/she has obtained identical Certification from proposed subcontractors for specific time periods) he/she will obtain identical Certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he/she will retain such Certifications in his/her files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Name of Bidder: _____

Official Address: _____

City: _____ State: _____ Zip: _____

INSERT DEBARRED CERTIFICATION FORM

This form must be included with Proposal/Bid submittal without alternation.

**CERTIFICATION OF DAVIS-BACON ACT AND OF ACTIVE REGISTRATION WITH
SYSTEM FOR AWARD MANAGEMENT**

The Bidder certifies that he/she has visited the U.S. Department of Labor website at: <https://www.dol.gov/whd/govcontracts/dbra.htm> and has reviewed the applicable Wage Determination for this Project, which is, at the time of solicitation, GA131 dated 9/8/2017 and follows this Certification. During the term of the Contract, Bidder certifies he/she will ensure he/she is aware of any updates and/or revisions to the prevailing Wage Determination for this Project prior to processing payroll. Further, the Bidder certifies that he/she will issue Certified Weekly Payroll Reports in a format similar to the DBRA Certified Payroll Form which can be downloaded at: <https://www.dol.gov/whd/forms/index.htm> along with instructions for completing the Certified Payroll Form.

The Bidder certifies that he/she has registered with the System for Award Management (SAM) online at: <https://uscontractorregistration.com/>. The Bidder further certifies that it will maintain active registration during the term of the contract awarded from this Proposal/Bid. By signing below, the Bidder certifies that he/she is not debarred or suspended from doing business with any Federal government organization and that he/she has no active exclusion(s). Should the Bidder become debarred, suspended or excluded from any Federal government organization during the term of the contract, the Bidder shall notify the Owner (Cherokee County) within three business days of the Bidder's notification of said debarment, suspension or exclusion.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Name of Bidder: _____

Official Address: _____

City: _____ State: _____ Zip: _____

Bidder's DUNS: _____

Bidder's CAGE Code: _____

Bidder's SAM Expiration Date: _____

INSERT DEBARRED CERTIFICATION FORM

This form must be included with Proposal/Bid submittal without alternation.

General Decision Number: GA170131 09/08/2017 GA131

Superseded General Decision Number: GA20160131

State: Georgia

Construction Type: Building

County: Cherokee County in Georgia.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	04/14/2017
3	04/28/2017
4	09/08/2017

ASBE0048-001 04/01/2017

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 27.12	15.51

ASBE0048-002 04/01/2017

	Rates	Fringes
FIRESTOPPER.....	\$ 27.12	15.51

BOIL0026-001 01/01/2013

	Rates	Fringes
BOILERMAKER.....	\$ 24.91	19.69

ELEV0032-001 01/01/2017

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 38.88	31.585+a+b

PAID HOLIDAYS:

- a. New Year's Day, Memorial Day, Independence Day, Labor Day,

Vetern's Day, Thanksgiving Day, the Friday after
Thanksgiving, and Christmas Day.

b. Employer contributes 8% of regular hourly rate to vacation
pay credit for employee who has worked in business more
than 5 years; 6% for less than 5 years' service.

ENGI0926-001 01/01/2017

	Rates	Fringes
POWER EQUIPMENT OPERATOR:		
Backhoe/Excavator,		
Bobcat/Skid Loader/Skid		
Steer, Bulldozer,		
Forklift, and Loader.....	\$ 23.24	10.33
Crane.....	\$ 28.63	12.63
Oiler.....	\$ 21.95	9.98

PLUM0072-023 08/01/2016

	Rates	Fringes
PLUMBER.....	\$ 27.98	13.58

PLUM0072-024 08/01/2016

	Rates	Fringes
PIPEFITTER (Including Installation of HVAC Pipe, HVAC Unit, & HVAC Electrical /Temperature Controls).....	\$ 27.98	14.03

SFGA0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 28.54	15.84

* SHEE0085-001 07/01/2017

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding Metal Roof Installation).....	\$ 31.54	13.58

SUGA2012-038 08/11/2012

	Rates	Fringes
ACOUSTICAL CEILING MECHANIC.....	\$ 15.00	0.00
ALARM INSTALLER.....	\$ 19.36	3.78
BRICKLAYER.....	\$ 16.00	0.00

CARPENTER (Drywall Finishing, Drywall Hanging, and Metal Stud Installation).....	\$ 15.00	0.00
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Finishing/Taping, Drywall Hanging, Form Work, and Metal Stud Installation.....	\$ 19.79	1.17
CEMENT MASON/CONCRETE FINISHER...	\$ 15.59	2.45
ELECTRICIAN (Low Voltage Wiring and Installation of Sound and Communication Systems).....	\$ 21.76	5.70
ELECTRICIAN, Excludes Low Voltage Wiring and Installation of Alarms and Sound and Communication Systems.....	\$ 20.65	4.37
FLOOR LAYER (Carpet, Vinyl and Resilient Flooring).....	\$ 20.00	0.00
FORM WORKER.....	\$ 13.37	0.50
GLAZIER.....	\$ 17.55	3.50
INSULATOR (Batt, Blown and Foam).....	\$ 17.67	0.14
IRONWORKER, REINFORCING.....	\$ 20.48	8.41
IRONWORKER, STRUCTURAL.....	\$ 20.00	0.35
LABORER: Common or General.....	\$ 10.68	0.29
LABORER: Flagger.....	\$ 13.44	0.00
LABORER: Landscape.....	\$ 12.19	0.00
LABORER: Mason Tender - Brick...	\$ 9.00	0.00
LABORER: Pipelayer.....	\$ 12.00	0.23
OPERATOR: Asphalt Spreader.....	\$ 16.53	0.00
OPERATOR: Grader/Blade.....	\$ 17.52	0.00
OPERATOR: Roller.....	\$ 14.49	0.00
OPERATOR: Screed.....	\$ 14.17	0.00
PAINTER: Brush, Roller and Spray.....	\$ 16.00	1.62

ROOFER, Excludes Installation of Metal Roofs.....	\$ 10.49	0.64
SHEET METAL WORKER (Metal Roofs Installation).....	\$ 21.75	0.00
TILE FINISHER.....	\$ 10.36	0.00
TILE SETTER.....	\$ 20.00	0.00
TRUCK DRIVER: Dump Truck.....	\$ 15.77	0.00
TRUCK DRIVER: Lowboy Truck.....	\$ 17.41	0.00

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

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

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

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

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

be:

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

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

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

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

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

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

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

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

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

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

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END OF GENERAL DECISION