

City of Monroe

Monroe, Georgia

April 2, 2021

Since 1821

**THE CITY OF
Monroe**

INVITATION FOR BID

Madison Avenue Rebuild

ITB Submission Deadline: May 3, 2021

Time: 2:00 p.m. (Eastern Standard Time)

Mailing Address: City of Monroe
P.O. Box 1249
Monroe, GA 30655

Delivery Address: City of Monroe
215 North Broad Street, 2nd Floor
Monroe, GA 30655

Contact: Jimi Martin
Phone: (770) 266-5415
Email: Jmartin@monroega.gov

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1. PURPOSE

The intent of this Invitation to Bid is to provide competition in obtaining bids to provide the City of Monroe with the rebuild and relocation of primary electrical distribution lines as detailed within this document. This bid is intended to seek those services with the lowest effective cost approach possible. All bids should meet or exceed the required specifications for requested services as stated in this Invitation to Bid. Those submissions failing to meet the minimum required specifications will be deemed non-responsive, and will result in disqualification of the submission.

2. SCHEDULE OF EVENTS

Invitation to Bid Issuance	April 2, 2021	9:00 a.m. (EST)
Question Due Date (Written Form by Email)	April 16, 2021	5:00 p.m. (EST)
Answers (Distributed to Everyone)	April 23, 2021	2:00 p.m. (EST)
Invitation to Bid Submission	May 3, 2021	2:00 p.m. (EST)

Upon download of this ITB document, the vendor should notify the City of their intent to offer a bid, so as to be included on any addendums during the bidding process. This notice should be sent to Jimi Martin @ Jmartin@monroega.gov After the issuance of the Invitation to Bid, questions may be submitted in writing until the Question Due Date provided in the schedule listed above. Responses to all questions will be distributed in writing to all parties that have received the Invitation to Bid. Bids may be submitted at any time prior to the due date and in

accordance with the requirements set forth in this document. All submitted copies of bids shall become the property of the City of Monroe from the date of submission. The City of Monroe will evaluate the responses to this Invitation to Bid, and will award the contract to the lowest, responsive, and responsible bid as determined by the City of Monroe, with the reservation of right to reject any and all bids. The City of Monroe reserves the right to withdraw this Invitation to Bid, or not award a contract, at any time during the process due to unforeseen or any change in circumstances. This Invitation to Bid, plus the resulting agreement, shall be consistent with all terms and conditions associated with contracts entered into by the City of Monroe.

3. BACKGROUND INFORMATION

- A. The City of Monroe is a publicly operated municipality of Walton County in the State of Georgia established in 1821. The City of Monroe receives revenue from taxes and user fees, and makes no profit in an effort to return all revenue back to the city by method of services provided.
- B. The City of Monroe has an approximate population of 13,418 and currently has an area of about 15 square miles. The City currently provides police, fire, public sanitation, water, sewer, natural gas, storm water, electric, and telecommunications services to the citizens of Monroe.
- C. The City of Monroe currently has approximately 6,450 electric customers with an average daily consumption of 416,643 kilowatt-hours (KWh). There are currently 185 miles of electric lines and 3 substations throughout the system.

4. CERTIFICATION REQUIREMENTS

- A. An active drug and alcohol testing plan is required from the Offeror, along with the most recent drug and alcohol testing data for all employees that will participate in the installation, relocation, replacement, or construction of electrical distribution lines as requested in this Invitation to Bid.

5. SCOPE OF SERVICES REQUESTED

- A. Installation and/or relocation of electrical distribution lines.
- B. The Offeror is required to provide all traffic control operations, any required locates, erosion control, sanitary, and other duties commonly associated with the performance of this type of job function.
- C. The City of Monroe will provide all material for the requested construction.
- D. Site Inspections: Though not required, Offerors should inspect the proposed site to ascertain the nature of the work and general conditions which could affect cost and use of products. The City of Monroe shall assume no responsibility or additional cost due to the failure of the proper understanding of the scope of work to include site inspections by the Offeror. For accompanied site inspections, please contact the Director of Electric and Telecommunications, Brian Thompson at (770) 266-5345 or at bkthompson@monroega.gov for assistance.
- E. Administration: The project will be administered by the City of Monroe through the Purchasing Agent being the main point of contact for all questions during the preliminary procedures. After a contract is awarded a project manager will be designated.

6. ITEMS TO BE INCLUDED IN THE ITB SUBMISSION

- A. The following information is to be submitted as part of the bid and no other material may be attached. Tabs shall be used to separate sections of the bid. A cover letter should also be included that clearly states the company name and references the bid. The submitted bid is to be organized into the sections below for ease of navigation:
- 1) Organizational Profile: Provide a description of the company referenced in the preparation of the bid document, including the following information:
 - i. Company name.
 - ii. Date of incorporation/years of experience.
 - iii. Number of public sector installments.
 - iv. Number of full-time employees.
 - v. Financial statements of last fiscal year.
 - vi. Description of business activity and projects sought by Company.
 - vii. Any instances of litigation for failure to complete services or breach of contract within the past five (5) years, please include supporting documentation and explanation. Inclusion of these instances will not result in automatic rejection of the submitted bid. Non-inclusion, followed by any discovery of such instances will result in immediate rejection of the submitted bid.
 - 2) References: Provide a minimum of five (5) references for the relocation and installation of electrical distribution lines in the state of Georgia. Include a brief discussion of the services provided and how those services align with the services sought in this Invitation to Bid. All reference letters submitted must be on a company letterhead and include the following information:
 - i. Name of Business, Organization, or Agency.
 - ii. City, County.
 - iii. Mailing Address.
 - iv. Contact Name.
 - v. Contact Title.
 - vi. Phone Number.
 - vii. Fax Number.
 - viii. Email Address.
 - ix. Description of Relationship.
 - x. Description of Work Performed.
 - xi. Project Start/Completion Date.
 - xii. Contract Value.
 - 3) Checklist: Submit the checklist (Form A) with all areas completed as a part of the bid documentation.
 - 4) E-Verify Compliance: Complete and submit *E-Verify Compliance Form* (Form B).
 - 5) Non-Collusion: Complete and submit *Affidavit of Non-Collusion Form* (Form C).
 - 6) Debarment & Suspension: Complete and submit *Debarment & Suspension Form* (Form D).
 - 7) Business License/Tax Certificate: Provide a copy of current business license and/or occupational tax certificate.
 - 8) Insurance: Provide a copy of your company's Certificate of Liability Insurance as required in Contract Conditions.

- 9) Qualifications of Individuals: Include an organizational chart of all individuals and business-related resumes of key organizational members to be assigned to this project.
- 10) Signatures: All bid originals must be signed in ink by the individual(s) or authorized principal(s) of the firm authorized to enter into a contract upon bid award.
- 11) Project Costs: Bid pricing must be provided on the Pricing Form (Form E).
- 12) Drug and Alcohol Documentation: Active and documented drug and alcohol programs of the Offeror must be provided in this section for all employees involved in the construction aspect as requested, with recent drug testing data provided.
- 13) Project Schedule: Provide an anticipated starting date and completion date bid, or provide an anticipated starting date and days to complete project. Expected completion should be within 60 days of the project notice to proceed.
- 14) Assumptions/Exceptions: List any critical assumptions made as part of your bid. Also list any exceptions to the contract terms and conditions as set forth by the City of Monroe.

7. CONTRACT CONDITIONS

- A. Ambiguity or Invitation to Bid Errors: If an Offeror discovers any ambiguity, conflict, discrepancy, omission or other error in the Invitation to Bid, they shall immediately notify the City of Monroe of such error in writing and request modification or clarification of the document. The City of Monroe will make modifications by issuing a written revision and will give written notice to all parties who have received this Invitation to Bid from the City of Monroe. The Offeror is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the Invitation to Bid prior to submitting the bid or it shall be waived.
- B. Submittal Ownership: All bids and supporting materials as well as correspondence relating to this Invitation to Bid become property of the City of Monroe when received. All materials submitted in connection with this Invitation to Bid will be public documents and subject to the Open Records Act and all other laws of the State of Georgia, the United States of America and the open records policies of the City of Monroe. All such materials shall remain the property of the City of Monroe and will not be returned to the respondent.
- C. Lawful Compliance: The Offeror shall conduct operations pursuant to this Invitation to Bid in compliance with all applicable federal, state and local statutes, laws, ordinances and regulations.
- D. Procedures: The extent and delivery of proposed products/services to be performed by the Offeror shall be subject to the general control and approval of the City of Monroe and their authorized representative(s). Any change to the contract must be approved jointly in writing by the City of Monroe and the Offeror. The Offeror is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company or corporation without the prior consent and approval in writing by the City of Monroe.
- E. Contract Period: This contract will be awarded to one (1) vendor and will be active until the expiration by mutual agreement between the City of Monroe and contract awarded Offeror.
- F. Licenses and Taxes: The Offeror shall obtain and maintain all licenses and permits required for it to perform its duties pursuant to this Invitation to Bid.
- G. Invoicing and Payment: The Offeror shall submit invoices for each deliverable, to include a detailed breakdown of all charges. Invoices shall be based upon completion of services or deliverables and shall include overall project progress reports. All invoices are to reflect terms

and pricing included in the accepted bid. All such invoices will be paid on a net (30) thirty-day term, as followed currently by the City of Monroe, unless any items are in question, in which payment will be withheld pending verification and validity of the claim. The Offeror shall provide complete cooperation during any such investigation. All invoices shall reference the provided purchase order and shall be forwarded to the following address: **City of Monroe, Attn: Accounts Payable, P.O. Box 1249, Monroe, GA 30655.**

- H. Delays: If any delay is foreseen, the Offeror shall give thirty (30) days prior written notice to the City of Monroe. The City of Monroe has the right to extend any delivery date if reasons appear, in the sole discretion of the City of Monroe, to be valid. The Offeror must keep the City of Monroe advised at all times of order status and delivery dates. Default in promised delivery, without accepted reasons, or failure to meet proposed specifications, authorizes the City of Monroe to purchase products, equipment or services elsewhere. Any additional cost in the purchase of material elsewhere, above contract pricing, incurred by the City of Monroe shall be charged and paid in full by the defaulting Offeror.
- I. Discrimination: The Offeror shall provide equal employment opportunity to all persons, according to applicable law, regardless of sex, race, creed, religion, national origin, political affiliation, age, disabled status or sexual orientation.
- J. Georgia Immigration & Compliance Act: Pursuant to O.C.G.A. Section 13-10-91, all Vendors or subcontractor who enter into a contract with the City of Monroe or a Vendor of the City of Monroe in connection with the physical performance of services within this state, shall register and participate in the federal work authorization program to verify information of all newly hired employees. Any employee, Vendor or subcontractor of such Vendor or subcontractor shall also be required to satisfy these requirements. Access to the authorization program to obtain an E-Verify number can be found at <http://www.uscis.gov/e-verify/e-verify-enrollment-page>.
- K. Debarment: By submitting a qualification package, the Offeror is certifying that they are not currently debarred from bidding on contracts by any agency of the State of Georgia, nor are they an agent of any person or entity that is currently debarred from submitting bids on contracts by any agency of the State of Georgia.
- L. Appropriation: It is understood and agreed between the parties herein that the City of Monroe shall be bound hereunder only to the extent of the funds available or which may thereafter become available or unavailable from the purpose of this agreement.
- M. Insurance: The Offeror shall obtain, maintain, and provide proof of insurance coverage for injuries to persons and/or property damage that may arise from or in conjunction with the work performed on behalf of the City of Monroe by the Offeror, their agents, representatives or employees. **Proof of coverage as contained herein shall be submitted fifteen (15) days prior to the commencement of work and such coverage shall be maintained by the Offeror for the duration of the contract period; for occurrence policies.** For the purpose of the Invitation to Bid, the Offeror shall carry the following types of insurance in at least the limits specified below:
 - 1) Worker's Compensation and Employer's Liability Insurance
 - i. Statutory limits as required by the Workers' Compensation Act of Georgia.
 - 2) Comprehensive General Liability Insurance
 - i. \$1,000,000 each occurrence limit
 - ii. \$2,000,000 general aggregate limit

- 3) Comprehensive Automobile Liability Insurance
 - i. \$1,000,000 each occurrence limit
 - ii. \$2,000,000 general aggregate limit
- 4) Coverage Provisions
 - i. The Offeror's General Liability and Automotive Liability insurance shall indicate that the policies have been endorsed to cover the City of Monroe as an additional insured and must reference the specific project by name.
 - ii. The insurance coverage enumerated above only constitutes the minimum requirements and shall in no way lessen or limit the liability of the vendor under the terms of the contract.
 - iii. Surety and insurance companies must have an AM Best rating of A-10 or greater, be listed in the Federal Registry of Companies holding Certificates of Authority and Acceptable Sureties on Federal Bonds, be licensed by the Georgia Insurance Department and the Georgia Secretary of State to do business in the State of Georgia.
 - iv. Shall provide 30 days written notice to the City of Monroe before any cancellation, suspension or void of coverage in whole or part, where such provision is reasonable.
- N. Safety: All Offerors performing services for the City of Monroe are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Offerors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.
- O. Rider Clause: The Offeror shall, during the term of the contract, extend to any authority, department, agency or institution of the state of Georgia the ability to acquire goods and services, other than professional services, at contract prices in accordance with contract terms.
- P. Indemnification: The Offeror shall, during the term of the contract including any warranty period, indemnify, defend, and hold harmless the City of Monroe, its officials, employees, agents and representatives thereof from all suits, actions or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages or violations of rights sustained by any person or property in consequence of any neglect in safeguarding contract work or on account of any act or omission by the Offeror or their employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Offeror agrees that this clause shall include claims involving infringement of patent or copyright.
- Q. Not To Benefit: As a prerequisite for payment pursuant to the terms of this contract, there shall be furnished to the City of Monroe a statement, that no employee of the City of Monroe, or members of his immediate family, including spouse, parents or children has received or has been promised, directly or indirectly, any financial benefit, by way of fee, commission, finder's fee or in any other manner, remuneration arising from or directly or indirectly related to a contract resulting from this Invitation to Bid.

- R. Exemption from Taxes: The City of Monroe is exempt from State and Federal Taxes. The proper Tax Exemption Certificate indicating the City of Monroe's tax-exempt status will be furnished by the City of Monroe on request.
- S. Substitutions: No substitutions, including key personnel or cancellations will be permitted after award without prior written approval by the City of Monroe. The Offeror or awarded vendor is responsible for providing any E-Verify affidavits or appropriate documentation as required by the City of Monroe.
- T. Assignment of Contract: This Invitation to Bid, resulting in a contract, may not be assigned in whole or in part without the prior written consent of the City of Monroe.
- U. Termination: Subject to the provisions below, the contract may be terminated by the City of Monroe upon thirty (30) days advance written notice to the Offeror; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this contract may be extended upon written approval by the City of Monroe until said work or services are completed and accepted.
 - 1) Termination for Convenience: In the event that this contract is terminated or canceled upon request and for the convenience of the City of Monroe, without the required thirty (30) days advance written notice, then the City of Monroe shall negotiate reasonable termination costs, if applicable.
 - 2) Termination for Cause: Termination by the City of Monroe for cause, default or negligence on the part of the Offeror shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.
 - 3) Termination Due to Unavailability of Funds in Succeeding Fiscal Years: When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the Offeror shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.
- V. Contractual Disputes: The Offeror shall give written notice to the City of Monroe of their intent to file a claim for money or other relief at the time of the occurrence or the beginning of the work upon which the claim is to be based. The written claim shall be submitted to the City of Monroe no later than sixty (60) days after final payment. If the claim is not disposed of by agreement, the City of Monroe shall reduce their decision to writing and mail or otherwise forward a copy thereof to the Offeror within thirty (30) days of receipt of the claim. The City of Monroe's decision shall be final unless the Offeror appeals within thirty (30) days by submitting a written letter of appeal to the City of Monroe. The City of Monroe shall render a decision within sixty (60) days of receipt of the appeal.
- W. Severability: In the event that any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.
- X. Applicable Laws: This contract shall be governed in all respects by the laws of the state of Georgia.
- Y. Drug-free Workplace: For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to an Offeror in accordance with this chapter, the employees of whom are prohibited from engaging in the

unlawful manufacture, sale, distribution, dispensation, possession or use of a controlled substance including marijuana during the performance of the contract. The Offeror must provide a drug-free workplace for the Offeror's employees.

8. ITB SUBMISSION

- A. Questions and Inquiries: Questions about this Invitation to Bid should be directed to Jimi Martin, Quality Control Coordinator, at (770) 266-5415 or Jmartin@monroega.gov.
- B. All bids must be accompanied by a Bidder's Bond, payable to the City of Monroe, Georgia, for 10 percent of the amount of the bid; to be forfeited as liquidated damages in the event that the bid be accepted and the bidder fail to enter promptly into a written contract.
- C. Packaging of Bids: Ensure that the submitted ITB package is completely sealed and properly identified. The face of the package shall indicate the following information:

City of Monroe

Electrical Distribution Relocation Invitation to Bid

Submitting Company Name (example: Keck & Singleton Enterprises)

Date of Submission (example: November 22, 2013)

Time Stamp (to be written and recorded upon acceptance by receptionist)

- D. Delivery of Bids: Bids may be mailed or hand delivered to: City of Monroe, 215 North Broad Street, 2nd Floor, Monroe, GA 30655. **THEY MAY NOT BE SUBMITTED BY EMAIL.** Bids must be received before the 3:00 p.m. (EST) submission time on the due date of submission. Extension requests will not be granted. Firms mailing their bids shall allow for normal delivery time to ensure the receipt of their bids. Any bids or amendments to bids after the submission time will not be considered. Bids will be logged in at the time of receipt. Each firm must submit three (3) copies of their bids within a single submission package to the City of Monroe.
- E. Withdrawal of Bids: Bids may be withdrawn by written request from the Offeror at any time before the due date of submission and time. Negligence on the part of the Offeror in preparing the bid warrants no right of withdrawal after the due date of submission and time.
- F. Late Bids: Late bids will be returned to the Offeror unopened, provided the return address is shown on the face of the bid package.
- G. Addendum/Supplement to Invitation to Bid: If it becomes necessary to revise or change any part of the Invitation to Bid, or if any additional information is necessary to enable an exact interpretation of the provisions of the Invitation to Bid, an addendum will be issued immediately to the same distribution list of the original Invitation to Bid. Acknowledgement of receipt of any addendum/supplement will be required and documented.
- H. Proprietary Information: It is the responsibility of the Offeror to clearly mark any part of their bid that is considered to be Proprietary or Confidential in nature. Any area marked as Proprietary or Confidential will not be considered in the award of the bid.
- I. Authority to Bind Offeror in Contract: Bids must give full legal name and address of Firm submitting bid. Person signing the bid should include Title or Authority to bind Firm in a contract.
- J. Rights of City of Monroe: The City of Monroe reserves the right to accept or reject any or all parts of any bid, waive informalities and award the contract to any bid to best serve the

interest of the City of Monroe. The City of Monroe reserves the right to negotiate separately in any manner necessary to serve the best interest of the City of Monroe.

- K. Prohibition of Sub Offerors: No Offeror shall serve as a Sub Offeror of another Offeror at any time during the execution of the work to be done for the City of Monroe. No Offeror shall employ Sub Offerors to execute any of the work to be done for the City of Monroe
- L. Protest: In the event of dispute between the City of Monroe and the Offerors arising out of or in connection with this Invitation to Bid, both parties agree that the proper forum for any cause shall be the Superior Court of Walton County, Georgia; and both parties agree to subject themselves to the personal jurisdiction of the Superior Court of Walton County, Georgia. A formally submitted bid must be on file from an Offeror in order to file a protest for the standing ITB request. Protests may only be filed within a period of less than 48 hours following the award of contract.
- M. Miscellaneous Requirements: The City of Monroe will not be responsible for any expenses incurred by an Offeror in preparing and submitting a bid. All bids shall provide clear and concise details of the Offeror's capabilities to satisfy the requirements of this Invitation to Bid. Emphasis should be made to clearly identify content and points relevant to the required information.

9. ITB EVALUATION

Award shall be given to the lowest bid that meets the requirements as listed in this Invitation to Bid, while being both responsive and responsible, with reservation of right to reject all bids. The bid submission with signature indicates that the Offeror understands and will comply with attached terms and conditions and all other specifications as made part of this Invitation to Bid. Should any clarification be needed upon the opening of any bid, the Offeror may be interviewed by the City of Monroe. Submitted bids will be opened by the Purchasing Agent. An evaluation process will be completed by the Purchasing Agent and Director of Electric and Telecommunications. Upon completion of the bid opening, verification, and evaluation, the Director of Electric and Telecommunications will make a recommendation for the contract award to the City Administrator and City Council. The City of Monroe maintains the right to reject any and all bids.

SPECIAL NOTES

- ◆ *The City of Monroe may, at its discretion, change, add or remove features and functions from final contract for the installation and relocation of electrical distribution lines at any time.*
- ◆ *This submitted bid fee and structure shall remain effective for a period of no less than ninety (90) days.*
- ◆ *Contact with any City Officials is prohibited and can be considered as grounds for disqualification from the selection process.*

Form A

EXECUTION CHECKLIST

The Offeror certifies that the following list of items has been completed and provided as required in this Invitation to Bid. Please place an "x" in the blank spaces of the items that have been completed or provided.

_____ This bid was signed by an authorized representative of the offering company.

_____ Copies of Certificates of Liability Insurance as required.

_____ Affidavit of Non-Collusion Form.

_____ Debarment, Suspension and Other Responsible Matters Form.

_____ Private Employer E-Verify Affidavit Form.

_____ Copy of Business License or Tax Certificate.

_____ Active Drug and Alcohol Documentation.

Therefore, in compliance with the foregoing Invitation to Bid, and subject to all terms and conditions thereof, the undersigned offers and agrees, if the bid is accepted within sixty (60) days from the date of the opening, to furnish the services for the prices provided within the timeframe required.

Company Name

Company Address

Contact Person

Office or Cell Phone

Email Address

ADDENDA ACKNOWLEDGEMENT

The Offeror has examined and carefully studied the Invitation to Bid and any provided Addenda, receipt of which is acknowledged below. Copies of each Addendum issued must accompany your submitted bid.

Addendum #1 _____

Addendum #3 _____

Addendum #2 _____

Addendum #4 _____

Authorized Representative/Title (PRINT)

Authorized Representative (SIGNATURE)

Form B

Private Employer E-Verify Affidavit for
City of Monroe
Pursuant to O.C.G.A S 36-60-6(d)

(For new applications beginning July 1, 2013)

By executing this affidavit under oath, as an applicant for a(n) _____
[business license, occupational tax certificate, or other document required to operate a business] as referenced in O.C.G.A S 36-60-6(d), the undersigned applicant representing the private employer known as

_____ [printed name of private employer] verifies one of the following with respect to my application for the above mentioned document:

(a) _____ The individual, firm, or corporation employs more than (10) employees and has registered with and utilizes 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 S 13-10-90. The undersigned private employer also attests that its federal work authorization user identification number and date of authorization are as listed below:

_____ Federal Work Authorization User Identification Number (Company ID Number)

_____ Date of Authorization

OR

(b) _____ The individual, firm, or corporation employs ten (10) or less employees and therefore, is not required to register with and/or utilize 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 S 19-10-90.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A S 16-10-20, and face criminal penalties allowed by such statute.

Executed on the ____ day of _____, 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: _____

(IMPORTANT: Front and back copy of ID used must be enclosed!)

Form C

Affidavit of Non-Collusion
City of Monroe

PROJECT NAME: _____

PROJECT LOCATION: Monroe, Georgia

Contractor Information

STATE: _____

COUNTY: _____

The undersigned, being duly sworn on oath says, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of the annexed contract, or divulged information or data relative to the contract to any firm, company, corporation or partnership represented by him/her, other than that which appears upon the face of the contract.

In making the above representation under oath, I understand that any person who knowingly and willfully makes a false, fictitious, or fraudulent statement or representation in an affidavit shall be guilty of a violation of O.C.G.A S 16-10-20, and face criminal penalties allowed by such statute.

Executed on the ____ day of _____, 20 ____ in _____ (city), _____ (state)

Signature of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

Title of Authorized Officer or Agent

Legal Company or Corporation Name

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

NOTARY PUBLIC

My Commission Expires: _____

(IMPORTANT: Front and back copy of ID used must be enclosed!)

Form D

Certificate Regarding
Debarment, Suspension and Other Responsible Matters
City of Monroe

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160 – 19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- 1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:
 - a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department agency;
 - b) Have not within a three year period preceding this application been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Business Name

Date

Name and Title of Authorized Representative

Signature of Authorized Representative

INSTRUCTIONS FOR CERTIFICATION

- 1) By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- 2) The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- 3) The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
- 4) The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 5) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
- 6) The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- 7) The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- 8) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- 9) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- 10) Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Form E

Reference Material List (All material provided by the City of Monroe)

CLAMP, ANGLE, 1 AWG-477 KCMIL ACSR or AAC	6	EACH
CLAMP, ANGLE SUSPENSION, 3/0 AWG-795 KCMIL ACSR OR 4/0 AWG-1033.5 KCMIL ACC	6	EACH
CLAMP, DEADEND SLACK SPAN, 6-2/0 AWG ACSR, 6-3/0 AWG AAC	9	EACH
CLAMP, DEADEND, 6-2/0 AWG ACSR, 6-3/0 AWG AAC	4	EACH
CLAMP, DEADEND, 2/0 AWG-556.5 KCMIL ACSR, 3/0 AWG-556.5 KCMIL AAC	90	EACH
Rod, armor, 336 (12 PER SET)	1	EACH
WIRE, GUY 3/8" (11M) UTILITY GRADE	2950	FEET
ANCHOR, SINGLE HELIX, 10" FOR 3/4"-1" DIA. ROD	28	EACH
CROSSARM, FIBERGLASS DEADEND W/CENTER MOUNT, 8' LENGTH, 3-5/8"x 4-5/8", (PUPI SERIES 2500 OR EQV.)	15	EACH
CROSSARM, FIBERGLASS TANGENT W/CENTER MOUNT, 10' LENGTH, 3-5/8"x 4-5/8", (PUPI SERIES 2500 OR EQV.)	22	EACH
CROSSARM, FIBERGLASS TANGENT W/CENTER MOUNT, 8' LENGTH, 3-5/8"x 4-5/8", (PUPI SERIES 2500 OR EQV.)	3	EACH
ARRESTER, SURGE, 9 OR 10KV, POLYMER-TYPE	79	EACH
ARRESTER, SURGE, RISER POLE, 9 OR 10KV, POLYMER-TYPE	9	EACH
BOLT, OVAL EYE, 5/8"x 12" (JOSLYN #J9412)	61	EACH
BOLT, MACHINE, 5/8" x 12" (J8812)	718	EACH
BOLT, MACHINE, 3/4", LENGTH AS REQ'D	14	EACH
BOLT, MACHINE, 5/8", LENGTH AS REQ'D	7	EACH
BOOT, U-GUARD-4"	2	EACH
BRACKET, 1 POST INSULATOR, 8" (JOSLYN #J25255.1)	6	EACH
BRACKET, FIBERGLASS FOR 1 PIN INSULATOR, 24" LENGTH, 2" DIAMETER	173	EACH
BRACKET, CUTOUT & ARRESTER ("T") (JOSLYN #	63	EACH
BRACKET, CUTOUT & ARRESTER, 3-PHASE ("T-3")	9	EACH
CLEVIS, SECONDARY	120	EACH
CLAMP, GROUND ROD, FOR 5/8" ROD	80	EACH
CLAMP, HOT LINE	72	EACH
CLUSTER MOUNT, FOR TRANSFORMERS, ALUMAFORM	7	EACH
CUTOUT, 100 AMP, 15 KV (110KV BIL), STANDARD CUTOUT, POLYMER-TYPE	88	EACH
EYENUT, 5/8"	18	EACH
GRIP, PREFORM, DEADEND- 1/0 AWG ACSR	11	EACH
GRIP, PREFORM FOR STEEL GUY WIRE, 3/8"	208	EACH
GRIP, UG PRIMARY CABLE, (KELLUM) SIZE-1/0 AWG	9	EACH

GRIP, SERVICE, 1/0 AWG ACSR	6	EACH
GUARD, WILDLIFE	69	EACH
GUY GUARD	45	EACH
GUY HOOK, "HOG EAR"	45	EACH
INSULATOR, HORIZONTAL LINE POST TYPE, CLAMP TOP, 15KV	6	EACH
INSULATOR, PIN, 15 KV, PORCELAIN	275	EACH
INSULATOR, SPOOL, PORCELAIN	120	EACH
INSULATOR, SUSPENSION, 15 K, POLYMER-TYPE	109	EACH
INSULATOR, FIBERGLASS GUY STRAIN, CLEVIS/CLEVIS WITH 2 ROLLERS-78"	52	EACH
LUG, TRANSFORMER GROUNDING	69	EACH
TRANSFORMER-OH, 15 KVA, 7200-120/240	25	EACH
TRANSFORMER-OH, 25 KVA, 7200-120/240	34	EACH
TRANSFORMER-OH, 37.5 KVA, 7200-120/240	8	EACH
TRANSFORMER-OH, 50 KVA, 7200-120/240	2	EACH
OH, PRIMARY WIRE, 336.4 KCMIL ACSR (MERLIN)	48000	FEET
PIN, JUMPER, LEAD HEAD	3	EACH
PIN, POLE TOP	3	EACH
PIN, POLE TOP, FIBERGLASS	9	EACH
PIN, CROSSARM, STEEL, 5/8" x 10 3/4"	21	EACH
ROD, ANCHOR 8 FEET, 3/4" DIA.	28	EACH
ROD, GROUND, COPPER WELD 5/8" x 8'	80	EACH
SCREW, LAG, 1/2" x 4"	149	EACH
SCREW, SMALL FOR RISER GUARD	60	EACH
STAPLE, GROUND WIRE, BARBED 1-1/2" x 3/8" (QTY. CARTON-1750)	1	EACH
STIRRUP, 1/0 AWG ACSR	3	EACH
STIRRUP, 2/0 AWG-556.5 KCMIL ACSR OR 3/0 AWG-556.5 KCMIL AAC	75	EACH
STUD, MOUNTING F/POST INSULATOR, 1-3/4"	6	EACH
TERMINATION KIT, UG PRIMARY JACKETED CABLE, 1/0 AWG AL, 15 KV	9	EACH
TIE, SPOOL, 336.4 KCMIL ACSR	70	EACH
TIE, IN-LINE, 336.4 KCMIL ACSR	250	EACH
TIE, SIDE, 336.4KCMIL ACSR	12	EACH
TWINEYE NUT, 3/4" DIA.	28	EACH
U-GUARD POLYETHYLENE, 2"-10' JOINT	25	EACH
U-GUARD POLYETHYLENE, 4"-10' JOINT	10	EACH
WIRE, 6 AWG SOLID, SOFT DRAWN COPPER, 25# SPOOL (315')	14	EACH
WIRE, RISER, 6 AWG SOL CU	443	FEET
WASHER, 3/8", ROUND	44	EACH
WASHER, CURVED, 4" x 4" x 5/8"	66	EACH

WASHER, SQUARE, 2-1/2" x 2-1/2" x 3/4"	14	EACH
WASHER, SQUARE, 2-1/2" x 2-1/2" x 5/8"	946	EACH