



Fiber-to-the-Home 2022 Network Extension Project **Phase 1**

Request for Bids

March 21, 2022

The City of Elberton invites your bid for labor and equipment necessary to construct an extension of the City's telecommunications network including about **73 plant miles**. The extension will be a fiber-to-the-home project. A set of conditions, specifications, and requirements is enclosed.

The selected Contractor must comply with and provide assurances of compliance with the FEDERAL REQUIREMENTS listed in this bid packet. This project is partially funded with Federal Funds.

Bids are due in the City Clerk's Office, City Hall, P.O. Box 70, 203 Elbert Street, Elberton, GA 30635, no later than 2:00 p.m. on Friday, April 22, 2022.

No late bids will be accepted. The City of Elberton reserves the right to refuse any and all bids, reserves the right to waive formalities and to take such action as it deems necessary in the best interest of the City of Elberton. The lowest bid is no guarantee of acceptance. The City of Elberton operates on an equal opportunity basis in its bidding process. Bidding is open to all interested parties, in compliance with national, state and local laws.

**BID DEADLINE:
Friday, April, 2022
2:00 p.m.
203 Elbert Street
P. O. Box 70
Elberton, Georgia 30635-0070**

Cindy D. Churney
City Clerk
706-213-3100
cchurney@cityofelberton.net

BID SUMMARY

REQUEST FOR PROPOSAL

The City of Elberton is soliciting proposals for labor and equipment for the construction of an extension to its existing telecommunications facilities in Elbert County, Georgia. This will be a fiber-to-the-home project of about 73 plant miles.

GENERAL SCOPE

The scope of this project is the installation of 285,000 linear feet of 1/4" galvanized strand for support including guying and anchoring, followed by the installation and lashing of a first and second fiber optic cable along this strand for 383,775 linear feet of fiber. NO ACTIVATION OF ELECTRONICS OR SPLICING FIBER IS INCLUDED IN THIS BID.

A design has already been completed for the FTTH network extension for 2022 Phase 1, which encompasses approximately 73 plant miles. Make-ready will be completed before commencement of construction. The size of fiber for the project is primarily 96- and 12-count, with some 24-count. 1/4" galvanized strand will be used for support.

LABOR AND EQUIPMENT

For construction labor and equipment, the successful bidder will have experience with the material specified, and references to substantiate experience should be supplied along with your bid. Bids should include the cost of all construction activities including (a) strand placement including bonding, guy installation and anchor installation, and (b) installation of fiber optic cable on the strand. The scope of this bid does not include installation of power supplies, activation of the system, or performance testing. Unit pricing should be supplied in the form of **Part 2**, below.

MATERIALS

The City of Elberton will supply all material and cabling, including pole line hardware. In the event incidental materials are not available from the City of Elberton and are provided by the Contractor, your bid will include a standard material pricing sheet from which materials will be charged.

PERMITS

The City of Elberton will obtain required Georgia Department of Transportation permits for this project and any necessary pole attachment permits. The contractor will be responsible for any dig tickets with Georgia-811 if needed. However, all planned construction under this contract is overhead/aerial. Some underground work will be performed by the Owner or others.

CONTRACT

The successful bidder will enter into a construction contract agreement substantially in the form of **Part 3**, below. All bidders should read the contract document carefully including all exhibits of the contract, and be able to execute the contract and meet all terms and conditions within 10 days of receiving a Notice of Award of bid.

FEDERAL REQUIREMENTS

The contractor shall comply with, without limitation, the following Federal Statutes and Regulations:

1. ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964. The contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation and certain testing entities, 44 U.S.C. § 12101-12213; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, *et seq.*), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) § 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. § 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601, *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this grant.

2. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
4. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
5. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
6. The Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limits certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
7. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the contractor should adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
8. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the contractor should encourage its employees and sub-contractors to adopt and enforce policies that ban text messaging while driving, and contractor should establish workplace safety policies to decrease accidents caused by distracted drivers.
9. The contractor represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, *et seq.*
10. The contractor represents and warrants that it shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, *et seq.*
11. The contractor shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. § 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. § 327-333), regarding labor standards for federally assisted construction sub agreements.

12. The contractor shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
13. The contractor shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C.§ 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
14. The contractor shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.
15. The contractor shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
16. The contractor and its principals shall stipulate that they are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
17. The contractor shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
18. The contractor shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations, and policies governing this program.

TERM

A Notice to Proceed will be given within 10 days of the execution of the construction contract. The project construction should commence immediately, and time is of the essence on this project. The project shall be completed within 180 days of the execution of the construction contract.

FOR QUESTIONS:

For questions concerning the bid process of the City of Elberton, please contact:

Cindy Churney, City Clerk
706-213-3100
cchurney@cityofelberton.net

For questions concerning the technical specifications of this project, please contact:

David Dotson, Broadband Operations Manager
706-213-3100, ddotson@cityofelberton.net

BID CONDITIONS / INSTRUCTIONS TO BIDDERS

These conditions are an integral part of this bid, and the vendor must comply with them.

1. Vendor must bid on the following Bid Response forms, Parts 1 and 2, and as requested.
2. Place alternative bids on a separate package of Bid Response forms.
3. Vendor should make a copy of bid for his/her file.
4. All costs (including shipping/delivery, handling, taxes and all other costs) must be included in the total bid price as stated on the Bid Response forms.
5. The City of Elberton reserves the right to accept or reject any or all bids, reserves all rights granted to it by law, and reserves the right to waive formalities and to take such action as it deems necessary in the best interest of the City of Elberton.
6. Each bidder/contractor must sign the bid with his/her signature and shall give his/her full business address on the form provided in this bid.
7. No portion of this bid may be subcontracted without the prior written approval of the City. It may be in the best interest of the awardee to subcontract some parts of any job; however, the contractor will be held responsible by the City for the quality, delivery and all terms of conditions of this bid.
8. The City of Elberton operates on an equal opportunity basis in its bidding policy. Bidding is open to all interested parties, in compliance with national, state and local laws.
9. **Bids may be accepted by mail, overnight courier, or hand delivered. Bids must be sealed and properly marked on the outside of the envelope as “Attn: City Clerk; Bid for FTTH Network Construction Phase 1.”**
10. No late bids will be accepted.
11. Bids will be opened and read publicly in the Municipal Courtroom of City Hall, 203 Elbert Street, Elberton, GA 30635 at 2:00 p.m. on the designated date.
12. No bid award will be made at the time of the opening. The successful bidder will be contacted immediately following bid approval by the Elberton City Council. Vendors may contact the City Clerk’s Office at 706-213-3100 who wish to know the result of the bid award.

13. Discounts.

Discounts should be stated on the bid form. If quick pay discounts are offered, the City reserves the right to include that discount as part of the award criteria. Prices bid must, however, be based upon the payment terms of the contract in Part 3, below. In all cases, quick pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.

14. The City of Elberton is exempt from all federal excise tax and state sales and use taxes. However, depending upon the situation, the vendor or contractor may not be exempt from such taxes and the City of Elberton is making no representation as to any such exemption.

15. Exceptions or Conditions.

The bidder shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions and specifications. Failure to furnish the statement will mean that the bidder agrees to meet all requirements of the terms, conditions and specifications.

16. Pre-bid Conference.

A pre-bid conference is not mandatory. However, all bidders are encouraged to schedule an appointment to see the project design specifications and plans. Please contact David Dotson, Broadband Operations Manager, at 706-213-3100 or ddotson@cityofelberton.net to schedule an appointment.

18. References.

The City, prior to or after receipt of the contractor's bid, shall have the right to research work performed by the contractor. This research effort will be conducted by City personnel and its representatives, which may include site visits and interviews with anyone involved in such projects. Bidders are encouraged to attach a list of references pertaining to the scope of this project. Letters of reference are acceptable.

19. Contractor Responsibilities.

The contractor will be required to provide a responsible on-site superintendent, assign qualified persons to the work, provide the equipment required to do the assigned task or accomplish the work, maintain records of expenditures,

deliverables and progress, submit required reports on schedule, and maintain a clear line of communication for prompt resolution of problems.

20. Area and Scope of Project. The project area consists of a rural areas of Elbert County, Ga. The construction is almost exclusively along county roads, but the project will cross Ga. Hwy. 17 and Ga. Hwy 172. For exact specifications, please schedule an on-site visit to review the design plans.

21. Compliance with Georgia State Law, O.C.G.A. 13-10-91, the Illegal Immigration Reform and Enforcement Act of 2011. The successful bidder and chosen Contractor must comply with O.C.G.A. 13-10-91 and complete the Contractor's Affidavit. This State Law requires each Contractor providing the physical performance of services to the City of Elberton under a contract to use at all times during the performance of the contract the federal work authorization program commonly referred to as E-Verify. A sample of this affidavit is included in this bid packet. All bidders must use the E-Verify program, must be able to execute this affidavit, and must provide an E-Verify registration number if the bidder is awarded the bid and contract.

BID RESPONSE FORM – Complete and Return Part 1 and Part 2

Part 1: BID CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm or person submitting a bid for the same materials, supplies, equipment or service, that it meets or exceeds all the specifications contained herein, and is in all respects fair and without collusion or fraud. I understand collusive bidding is a violation of state and federal law, and can result in fines, prison sentences, and civil damage awards. I agree to abide by all conditions of this bid, all specifications as stated, all bid prices, and certify that I am authorized to sign for the bidder.

Vender: _____

Address: _____

City/State/Zip: _____

Phone No.: _____

Fax No.: _____

E-mail: _____

Print Name: _____

Sign Name: _____

Title: _____

Date Certified: _____

State maximum time this bid will be in force (minimum 45 days) _____

State earliest possible start date if bid awarded on 5/2/2022 _____

State anticipated length of time for project completion _____

Please attach additional information, exceptions, and reference information to this form.

Part 2: DETAILED COST SUMMARY

Cost Description	Total Rate per Unit	Bid Units	Estimated Total Units	Extended Cost
Install Strand & Bonding, Guying and Anchors	\$	Strand foot	285,000	\$
Placement of Fiber on Strand (OL)*	\$	Fiber foot	383,775	\$
TOTAL				\$
*For first and second fiber jointly				

Part 3: CONSTRUCTION AGREEMENT AND CONTRACT WITH EXHIBITS

CONTRACT FOR CONSTRUCTION OF FTTH NETWORK

This CONSTRUCTION AGREEMENT is made and entered into on this _____ day of _____ in the year _____, between the City of Elberton, Georgia (hereinafter referred to as the "Owner"), and _____ (hereinafter referred to as the "Contractor").

WITNESSETH:

THAT FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS HEREIN CONTAINED, THE PARTIES HERETO DO AGREE AS FOLLOWS:

1. The Contractor will perform the work as described in **Exhibit A**, attached hereto and incorporated as part to this agreement by reference.
2. The Contractor will furnish all tools, equipment, and labor, of every description, necessary to complete the work specified.
3. The Contractor will employ competent and experienced personnel and will complete the work in a good, firm, substantial and workmanlike manner in strict accordance with such plans and specifications as furnished by the Owner. All work of the Contractor will be subject to the inspection and approval of the Owner.
4. The Contractor will perform all work with proper dispatch. Contractor shall not be penalized for delay when materials fail to be delivered as specified or shipping damage to material occurs. All work shall be performed within **180 days** from the execution date of this agreement first written above.
5. Owner will hold five percent (5%) retainage on all invoices until successful completion of the project.
6. For the work performed by the Contractor under this contract, the Owner will pay only for work completed in accordance with unit prices detailed in **Exhibit B**, attached hereto and incorporated as part to this agreement by this reference and as otherwise herein stated. The Contractor will render invoices to the Owner for the work completed during the preceding period and will attach to such invoices a detailed summary of work completed during the preceding period and the contract period to date in a form acceptable to the Owner. The Contractor will render an invoice for a period of no less than one week. Within ten (10) days after the receipt of an invoice, the Owner will inspect the work, verify the invoice quantities, and pay the Contractor for the work covered by the invoice and completed in accordance with this agreement less retainage.
7. The Contractor will comply with all applicable laws and with all the requirements of any federal, state, or local authorities having jurisdiction over said work or any matters connected therewith. Contractor will also comply with all requirements

contained in *Contractor Requirements* attached hereto as **Exhibit C** and incorporated as part to this agreement by reference.

8. The Contractor will comply with all *Federal Requirements* as specifically identified and attached hereto as **Exhibit D** and incorporated as part to this agreement by reference.
9. Should the corporate name(s), principal(s), owner(s), partner(s), or corporate status of either the Owner or Contractor be modified or changed during the term of this contract, this agreement shall rule and shall not be null or void.
10. The Contractor shall provide and maintain, at his own expense, all such safeguards as may be necessary to effectively prevent accident, injury, or damage to property or persons during the prosecution of the work. The Contractor shall indemnify and hold harmless the Owner against any and all damages, suits, and demands growing out of or in any way connected with the performance of the work and will carry and pay for liability insurance fully protecting the Owner against all such claims.
11. In the event the Contractor violates any of the provisions of this contract, or the quality or quantity of the work performed is, in the sole judgment of the Owner, substandard and/or unsatisfactory, or for any reason, the Owner shall have the right to cancel this contract upon thirty (30) days written notice to the Contractor.
12. Unless sooner terminated as herein provided, this contract shall be effective for 366 days from the date thereof.
13. The Contractor acknowledges and agrees that the Owner must approve any person, firm or other party to whom it is proposed to award a subcontract under this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Construction Agreement under their respective seals on the day and date first above written in two (2) counterparts, each of which shall be deemed an original.

CONTRACTOR:

Attest:

By: [name], [title]

OWNER:

CITY OF ELBERTON, GEORGIA

Attest:

Cindy Churney, City Clerk

By: Lanier Dunn, City Manager

EXHIBIT A

Description of the Project

Supply all labor, tools, and equipment to construct an extension to the City of Elberton's existing telecommunications system of approximately 73 miles of fiber-to-the-home construction in a rural area of Elbert County, to the design specifications of the Owner. Specifications included the installation of 1/4" galvanized strand for support and the lashing of first and second fiber optic cabling.

EXHIBIT B

Detailed Cost Summary

Cost Description	Total Rate per Unit	Bid Units	Estimated Total Units	Extended Cost
Install Strand & Bonding, Guying and Anchors	\$	Strand foot	285,000	\$
Placement of Fiber on Strand (OL)*	\$	Fiber foot	383,775	\$
TOTAL				\$
*For first and second fiber jointly				

EXHIBIT C

Contractor Requirements

The following are intended to provide general requirements for utility contractors performing work for the City of Elberton FTTH network construction. They are supplemental requirements on specific projects and to any requirements that may be noted on the plans for a specific project. If during the course of work on a specific project the contractor fails to meet any of these requirements, the City of Elberton reserves the right to stop work until all requirements are met.

I. Qualifications

The contractor shall meet all applicable qualifications as outlined in this section.

A. References

The contractor shall provide the City of Elberton with references of previous work history indicating company name, address, telephone number, and contact person. This should also include the scope of work performed and any like details of the project. This information shall be provided in writing. The City of Elberton reserves the right to reject any contractor with unsatisfactory references.

B. Resources

The contractor must have sufficient resources to complete the project by the Completion Date, and maintain timely progress as determined by the City of Elberton. The contractor should consider existing commitments in determining adequate personnel and equipment availability throughout the project so as to stay on schedule and finish all work by the Completion Date.

C. Certifications

The contractor shall possess necessary certifications for the contractor as an entity, for individuals in its employ, and for all associated equipment to complete the project by the Completion Date. Any reference made to necessary certifications includes but is not limited to conforming to the standards of a technical society, organization, body, code or standard. In a case where the City of Elberton establishes a more stringent qualification, the more stringent qualification shall prevail. In addition, necessary qualifications shall include all applicable requirements of local codes, utilities, and any other authority having jurisdiction.

II. Licensing

The contractor shall have all necessary licenses and permits to complete the project by the Completion Date. All licenses and permits must give the contractor authority to perform work set forth by the project including similar licensing for reference in the contractor's state of origin.

III. Insurance

The contractor shall provide to the City of Elberton proof and scope of insurance coverage in the form of a Certificate of Insurance currently in force. The Certificate of Insurance must list the City of Elberton as additional insured and will not be cancelled or materially altered unless at least 30 days prior written notice has been given to the City of Elberton. This coverage must include General Liability for products and services and shall include:

1. Bodily injury coverage in an amount not less than \$1,000,000 for bodily injury, including accidental death, to any one person, and subject to the same limit for each person, in an amount not less than \$2,000,000 on account of one accident.
2. Property damage insurance in an amount not less than \$1,000,000 for any one damage claim, and in an aggregate amount up to \$2,000,000 during a period of 12 months.
3. Automobile liability including bodily injury and property damage.

IV. Warranty

The contractor shall give warranty on workmanship and installation for a period of one year from the date of the final invoice being presented for payment. Any defects discovered within one year shall be reported by the City to the contractor in writing, and the contractor shall repair or replace the defective work at the contractor's expense within 30 days of notice.

V. Indemnification

The contractor shall indemnify and hold harmless the City of Elberton and its agents and employees from and against all claims, damages, losses and expenses including claims, consultants' and attorneys' fees arising out of or resulting from the performance of the work, provided that any such claims, damages, losses, or expenses is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use resulting there from; and is caused in whole or in part by willful act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

In any and all claims against the City of Elberton, or any of its agents and employees, by any employee of the contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor or any subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

VI. Definitions

- A. Contractor – Entity bidding on job, having met all requirements set forth in the *Contractor Requirements*, and a party to the Construction Agreement, or the authorized and legal representative of such party
- B. Owner – The City of Elberton, Georgia, or its authorized representatives
- C. Work / Project – The entire completed construction required to be furnished under contract documents
- D. Completion Date – 180 days from the execution date of the contract

EXHIBIT D

Federal Requirements for the Contractor

The contractor shall comply with, without limitation, the following Federal Statutes and Regulations:

19. ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964. The contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

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23. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
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30. The contractor shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.
31. The contractor shall comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712 and 10 U.S.C. § 2324, and 41 U.S.C. §§ 4304 & 4310.
32. The contractor shall comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. § 175-175c and comply with Exec. Order 13224, 60 Fed. Reg. 49079 (2001) and U.S. law prohibiting transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism.

33. The contractor shall comply with all federal tax laws and is solely responsible for filing all required State and federal tax forms.
34. The contractor and its principals shall stipulate that they are eligible to participate and have not been subjected to suspension, debarment or similar ineligibility determined by any federal, State or local governmental entity and it is not listed on a State or federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
35. The contractor shall comply with all applicable federal and State Drug-Free Workplace laws and rules.
36. The contractor shall comply with all applicable requirements of all other federal and State laws, executive orders, regulations, and policies governing this program.



NO BID RESPONSE FORM

City of Elberton
City Clerk
P.O. Box 70
203 Elbert Street
Elberton, GA 30635
Fax No. 706-213-3125
Email: cchurney@cityofelberton.net

Complete this form if you do **NOT** intend to respond to this bid request. Failure to do this may result in your firm being removed from our bid list for this service.

NAME OF BID: _____ OPENING DATE: _____

- 1. Specifications too tight (please explain) _____
- 2. Specifications are unclear (explain below). _____
- 3. We are unable to meet specifications. _____
- 4. Insufficient time to respond. _____
- 5. Our schedule would not permit us to perform within the required time. _____
- 6. We do not offer this product or service. _____
- 7. Remove us from your bidder's list for this particular commodity or service. _____
- 8. Keep our name on your bidder's list for future reference. _____
- 9. Other (specify below). _____

FURTHER REMARKS (e.g., name, address, phone or fax changes)

COMPANY NAME: _____ DATE: _____

NAME/TITLE: _____ SIGNATURE: _____