

SPECIFICATIONS & CONTRACT DOCUMENTS

FOR

T-2 336.4 Kcmil ACSR Linnet

**City of Fremont
400 East Military Ave
Fremont, Nebraska**

**NOTICE TO BIDDERS
T-2 336.4 Kcmil ACSR Linnet
FREMONT, NEBRASKA**

PUBLISH THREE (3) TIMES:
September 10, 2022
September 17, 2022
September 24, 2022

Sealed Bids will be received at the office of the City Clerk in the City Building, 400 East Military Avenue, Fremont, Nebraska, until 2:00 p.m., September 27, 2022, and be publicly opened and read in the Council Chambers at that time for T-2 336.4 Kcmil ACSR Linnet for the City of Fremont.

Each bid shall be accompanied by a certified check, cashier's check, or a bank draft on a solvent Nebraska bank insured by FDIC or a bid bond in the amount not less than five percent (5%) of the bid price. That bid security shall be sealed and addressed to the City Clerk, Fremont, Nebraska and labeled on the outside "T-2 336.4 Kcmil ACSR Linnet". Any bids received from contractors not so qualified will be returned unopened.

The bid security shall guarantee the bidder's good faith to enter into the contract within fifteen (15) days at the bid price if accepted by the City Council. Any proposal received which is not accompanied by a bid security will not be considered. The bid security of the successful bidder will be retained until the material has been delivered and accepted by the City. The bid security of the unsuccessful bidders will be returned when their bids are rejected. The City of Fremont hereby reserves the right to accept that bid which, in its judgment, will produce the best job of workmanship and material, whether or not it is the lowest bid; and reserves the right to reject any or all bids and to waive any or all informalities of any proposal.

The successful bidder will be required to submit an acceptable Affirmative Action Statement and Program to the Office of the Mayor within ten (10) days after the bid has been awarded by the Fremont City Council. Failure to submit an acceptable Affirmative Action Statement and Program within the time allotted shall result in the forfeiture of the bidder's bond.

ATTEST:

TYLER FICKEN
CITY CLERK

CITY OF FREMONT, NEBRASKA

JOEY SPELLERBERG, MAYOR

PROPOSAL FOR T-2 336.4 Kcmil ACSR Linnet

**FOR THE CITY OF FREMONT, NEBRASKA
ACCORDING TO SPECIFICATIONS**

Date of Proposal _____

Name & Address of Bidder _____

Telephone Number

Authorized Signature _____

Name & Title/Individual Signing _____

Return Bid Security to _____

DELIVERY OF

23,034 lbs. of T-2 336.4 Kcmil ACSR Linnet\$ _____

Anticipated Delivery Date..... _____

Bidder must acknowledge receipt of Addendums.

Number

Date

MATERIAL SPECIFICATION T-2 OVERHEAD CONDUCTOR

Scope

This specification covers the requirements for type T-2 twisted pair bare overhead conductor.

Reference Standards

The latest revision of referenced standards shall apply unless noted otherwise.

Specific Requirements

Conductor Size

The following conductor size is to be delivered.

<u>Size</u>	<u>Code Name</u>	<u>Stranding</u>	<u>Rated Strength</u>
T-2 336.4 Kcmil ACSR	T-2 Linnet	26/7	28,200#

Standards

All ACSR conductors shall be AA conductors conforming to ASTM B232 with standard (Class A) hot-dipped galvanized steel core, which meets ASTM B498. Shall be manufactured in accordance with the latest applicable issue of ASTM B911.

Reel Sizes

The conductor shall be shipped on non-returnable reels. Reel size of 4,903 and 2,775 lbs. shall be marked with gross, tare and net weights and cable footage.

<u>Reels</u>	<u>Size</u>	<u>Pounds per Reel</u>	<u>Feet per Reel</u>
3	T-2 336.4 Kcmil ACSR	4,903	5,300
and			
3	T-2 336.4 Kcmil ACSR	2,775	3,000

Protection of Conductor

All conductor reels shall be packaged on reels and protected with heavy paper or fiberboard wrapping secured with weather resistant bands.

The ends of the cable shall be securely attached to the reels. The T-2 cable shall be banded at each end multiple times to maintain the twist and tension in the completed cable.

GENERAL. Sealed Bids will be received at the office of the City Clerk in the City Building, 400 East Military Avenue, Fremont, Nebraska, until 2:00 pm on Tuesday, September 27, 2022, and be publicly opened and read in the Council Chambers at that time for:

T-2 336.4 Kcmil ACSR Linnet

BID ENVELOPE & EXCEPTIONS. The bid security, the bid, detailed list of exceptions, addenda, and any other pertinent material, shall be sealed in an envelope marked: BID FOR "T-2 336.4 Kcmil ACSR Linnet". Bidders must list any exceptions with a detailed explanation on a separate sheet, if necessary, and enclose it in the same sealed envelope.

In order to be valid, bidders shall submit proposals to the office of the City Clerk, on the form furnished with the specifications as furnished by the City. If a corporation submits a bid, a legally authorized corporation agent or officer shall sign it. The City Council may reject any proposals, which are incomplete, irregular, or fail to meet all the requirements. Bid received after the above-specified time for opening will be returned unopened to the sender.

Bidders shall sign copies of any addenda and attach them to the specifications. Bidders shall mail or deliver the sealed bid package, to the office of the City Clerk, 400 East Military Avenue, Fremont, Nebraska 68025 in a sealed envelope with their return address noted on the envelope, labeled "T-2 336.4 Kcmil ACSR Linnet".

EVALUATION. The City Council will evaluate the bids based on quality, warranty, experience of the manufacturer, price, delivery and adherence to specifications. The City reserves the right to select the bid which best suits its needs, whether or not it is the lowest bid, and also reserves the right to reject any or all bids and to waive informalities.

INSTRUCTIONS. The purpose of these specifications is to give detailed data on the scope of the contract, quality of equipment required, standards used in determining its acceptability, and similar data. Each bidder shall carefully check all requirements and shall offer equipment which fully complies with these requirements or shall plainly set forth all points, features, conditions, specifications, etc., wherein the equipment offered does not meet these specifications. The bidder shall indicate any deviation from the specifications in the appropriate blanks in the Specifications.

The bidder shall base his bid on materials and equipment complying fully with the specifications. If the materials and equipment do not conform, the bidder will be responsible for furnishing materials and equipment which fully conform at no change in the bid price.

The bidder shall include one (1) set of the manufacturer's specifications for all products to be used, in with their bid.

BID SECURITY. The bidder shall submit with each proposal a certified check, cashier's check, or a bank draft on a solvent Nebraska bank insured by FDIC or a bid bond in the amount not less than five percent (5%) of the bid price. That bid security shall be payable to the City Treasurer of the City of Fremont, Nebraska.

It guarantees the bidder's good faith to enter into the contract within fifteen (15) days at the bid price if accepted by the City Council. If the bid is accepted and the bidder fails to execute the contract documents, the City has the option to retain the bid security. All bid securities will be held until the successful bidder has executed the contract documents. The bid security of the successful bidder will be retained until the material has been delivered and accepted by the City.

All bids shall remain in force for a sixty (60) day period. The City Clerk will return bid securities to unsuccessful bidders within sixty (60) days from the date the bids are opened.

ADDENDA AND INTERPRETATIONS. No interpretation of the meaning of the bidding documents will be made to any bidder orally. Every request for such interpretation should be made to Nate Royuk (402-727-2636)/ nate.royuk@fremontne.gov, Senior Engineering Associate, or mailed to the Department of Utilities at the address given in the Notice to Bidders, and to be given consideration must be received at least two (2) days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda. All addenda so issued shall become part of the contract documents. Bidders will be responsible for verifying that they have received all addenda issued by listing the addendum number on the Bid Proposal where it is indicated "Acknowledgment of Receipt of Addendums".

TAXES. Before quoting the net bid, the bidder shall not include sales, use or similar taxes applicable to the sale to, or use by, the Utility, of the items, which taxes are to be paid by the contractor. If the bidder is required to collect taxes, taxes shall be separated individually from the item price for the contract evaluation and for invoicing purposes.

TAX EXEMPTION. All applicable taxes shall be listed separately before quoting the final bid price on the proposal. The contractor shall pay all taxes lawfully applicable to the equipment, materials, and services covered by this contract.

PAYMENT. Payment to the contractor shall be made within 60 days of receiving the material.

TERMINATION FOR CONVENIENCE. City, for its convenience, may at any time terminate this order in whole or in part upon 3 days written notice to Contractor. Upon the receipt of such notice, Contractor immediately will stop, and will cause its suppliers and its subcontractors immediately to stop, all work hereunder. Contractor will be paid a reasonable termination charge (including a reasonable overhead and profit for such work): the percent of the order price reflecting the amount of the work performed before the termination notice, plus actual direct costs resulting from the termination. Contractor will not be paid for any work done after termination nor for any reasonably avoidable costs thereafter incurred by Contractor or Contractor's subcontractors.

TERMINATION FOR CAUSE. City may terminate this Agreement, immediately upon written notice to the Contractor, if the Contractor materially breaches this Agreement and such breach (a) is incapable of cure or (b) being capable of cure, remains uncured thirty (30) days after the Contractor receives written notice from City thereof.

EQUAL EMPLOYMENT OPPORTUNITY. 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 be 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 considerations for employment 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 advising the said labor union or workers' representatives of the contractor's commitments 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 administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (6) In the event of the contractor's noncompliance with the nondiscrimination 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 or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided 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 portion 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 administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, 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 administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States."

(continued)

COMPLIANCE WITH THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.

The contractor agrees as follows:

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

CLEAN AIR ACT

- (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- (2) The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the City, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

- (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT

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

SUPENSION AND DEBARMENT. The contractor agrees as follows:

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

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING. Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date