



Date: April 23, 2025

<p>REQUEST FOR BIDS</p>	<p>Qualified vendors are invited to submit sealed bids, subject to conditions and instructions as specified, for the furnishing of:</p> <p style="text-align: center;">RESIDENTIAL GENERAL CONTRACTOR SERVICES FOR THE NUEVA VALLEY SUBDIVISION</p>
<p>GENERAL SCOPE</p>	<p>The Columbus Area Habitat for Humanity invites qualified vendors to bid for residential general contractor services for the development of seven (7) single-family residential dwellings with shared stormwater detention pond at the new Nueva Valley subdivision.</p> <p><i>This project is funded, in part, with U.S. Department of Housing and Urban Development (HUD) Home Investment Partnerships Program (HOME) grant funding. Contracts utilizing HOME funding are subject to state and local laws, as well as federal regulations found in §2 CFR 200 and §24 CFR 92. Potential bidders must assure that all project activities will be administered in compliance with labor and civil rights laws and regulations for HOME funded projects.</i></p>
<p>BID SUBMISSION</p>	<p>Bids may be mailed to: Columbus Area Habitat for Humanity, P.O. Box 1193, Columbus, GA 31902 or delivered in person to 3520 River Road, Columbus, GA 31904.</p>
<p>PRE-BID CONFERENCE</p>	<p>No later than five (5) business days before the bid due date, bidders desiring to do so may schedule a site visit by contacting Louise Hurlless at louise@columbusareahabitat.com or 706-653-0910. Attendance is not required, but bidders are strongly encouraged to visit the site. Questions/concerns resulting from the Site Visit must be submitted in writing to the Columbus Area Habitat for Humanity, as specified on pages 9 and 10. The project addresses are located on Pine Valley Drive and Dorsey Drive in Columbus, GA.</p>
<p>DUE DATE</p>	<p style="text-align: center;">May 21, 2025 - 2:30 PM (Eastern)</p> <p>The bid opening will be held during the 3:00 PM hour of the due date. Responding vendors are not required but are invited to attend the opening.</p>

STATEMENT OF "NO PROPOSAL SUBMISSION"

Notify the Columbus Area Habitat for Humanity if you do not intend to submit a Proposal:

Email: louise@columbusareahabitat.com

Attn: Louise Hurless

Columbus Area Habitat for Humanity

P. O. Box 1193, Columbus, GA 31902

We, the undersigned decline to submit a proposal for Residential General Contractor Services for the Nueva Valley Subdivision for the following reason(s):

- Specifications are too "tight", i.e., geared towards one brand or manufacturer (explain below)
- There is insufficient time to respond.
- We do not offer this product and/or service.
- We are unable to meet specifications.
- We are unable to meet bond requirements.
- Specifications are unclear (explain below).
- We are unable to meet insurance requirements.
- Other (specify below)

Comments:

COMPANY NAME: _____

REPRESENTATIVE: _____

DATE: _____

TELEPHONE: _____

EMAIL: _____

GENERAL PROVISIONS

THESE GENERAL PROVISIONS SHALL BE DEEMED AS PART OF THE BID SPECIFICATIONS.

The Columbus Area Habitat for Humanity will utilize the procurement provisions as established by the City of Columbus. The provisions of the Procurement Ordinance for the Consolidated Government of Columbus, Georgia as adopted and amended by Council shall apply to all invitations for bids and award of all contracts and is specifically incorporated herein by this reference. A copy of the ordinance is on file in the Purchasing Division.

1. PREPARATION OF FORM. Bid proposals shall be submitted on the forms provided by CAHFH. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. However, mistakes may be crossed out, corrections inserted adjacent thereto, initialed in ink by the person signing the proposal. If there are discrepancies between unit prices quoted and extensions, the unit price will prevail. Failure to properly sign forms, in ink, will render bid incomplete.

2. EXECUTION OF THE BID PROPOSAL. Execution of the bid proposal will indicate the bidder is familiar and in compliance with all local laws, regulations, ordinances, site inspections, licenses, dray tags, etc.

3. BID DUE DATE. The bid submission must arrive to CAHFH on or before the stated due date and time. Upon receipt, bids will be time and date stamped. Bids will remain sealed and secured until the stated due date and time for the bid opening.

4. BID OPENING. Bids shall be opened publicly in the presence of one or more witnesses at the time and place stated in the public notice. The amount of each bid, the bidder's name and such other relevant information as CAHFH staff deems appropriate shall be recorded and retained in accordance with Georgia law. The record and each bid shall be open to the public in accordance with Article 3. 301A of the Columbus Consolidated Government Procurement Ordinance (Public Access to Procurement Information).

5. LATE BIDS. It is the responsibility of the bidder to ensure bids are submitted by the specified due date and time. Bids received after the stated date and time will be returned, unopened, to the bidder. CAHFH will not be held responsible for the late delivery of bids due to the U.S. Mail Service, or any other courier service.

6. RECEIPT OF ONE SEALED BID. In the event only one sealed bid is received, no formal bid opening shall take place. First, CAHFH staff shall conduct a survey of vendors to inquire of "no bid" responses and non-responsive vendors. If, from the survey, it is determined by CAHFH staff that specifications need revision, the one bid received will be returned, unopened, to the responding vendor, with a letter of explanation and a new bid solicitation prepared. If it is determined that other vendors need to be contacted, the bid due date will be extended, and the one bid received will remain sealed until the new bid opening date. The vendor submitting the single bid will receive a letter of explanation.

7. RECEIPT OF TIE BIDS. In the event multiple responsive, responsible bidders are tied for the lowest price and all other terms and requirements are met by all tied bidders, the award recommendation shall be resolved in the order of the preferences listed below:

1. Award to the local bidder whose principal place of business is located in Columbus, Georgia.
2. Award to bidder previously awarded based on favorable prior experience.
3. Award to bidder whose principal place of business is located in the State of Georgia.
4. If two bidders are tied, perform a coin toss in the presence of the two bidders, either in person or virtually.
5. *If the above preferences are insufficient to resolve the tie, all bid responses will be rejected and the bid will be re-advertised.*

8. RECEIPT OF MULTIPLE BIDS. Unless otherwise stated in the bid specifications, CAHFH will accept one and only one bid per vendor. Any unsolicited multiple bid(s) will not be considered. If prior to the bid opening, more than one bid is received from the same vendor, the following will occur: (1) the bidder will be contacted and required to submit written acknowledgment of the bid to be considered; (2) the additional bid(s) will be returned to the bidder unopened. If at the bid opening more than one bid is enclosed in a single bid package, the City will consider the vendor non-responsive and bids will be returned to the bidder.

9. CONDITIONS AND PACKAGING. Unless otherwise defined in the bid specifications, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

10. FREIGHT/SHIPPING/HANDLING CHARGES. All freight, shipping, and handling charges shall be included in the bid price. CAHFH will pay no additional charges.

11. CORRECTION OR WITHDRAWAL OF BIDS; CANCELLATION OF AWARDS

Correction or withdrawal of inadvertently erroneous bids before bid opening, or cancellation of awards or contracts based on such bid mistakes, may be permitted where appropriate. Mistakes discovered before bid opening may be modified or withdrawn by written notice received by CAHFH staff.

After bid opening, corrections in bids shall be permitted only to the extent that the bidder can show by clear and convincing evidence that a mistake of a nonjudgmental character was made, the nature of the mistake and the bid price actually intended. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the City or fair competition shall be permitted. In lieu of bid correction, a low bidder alleging a material mistake of fact may be permitted to withdraw its bid if the mistake is clearly evident on the face of the bid document but the intended correct bid is not similarly evident, or if the bidder submits evidence which clearly and convincingly demonstrate that a mistake was made.

All decisions to permit correction or withdrawal of bids or to cancel awards of contracts based on bid mistakes will be supported by the CAHFH executive director's written determination.

12. ADDENDA AND INTERPRETATIONS. If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. CAHFH is not bound by any oral representations, clarifications, or changes made to the written specifications by its board or employees, unless such clarification or change is provided to the bidders in written addendum form from the CAHFH executive director or her designee. Bidders will be required to acknowledge receipt of the addenda (if applicable) in their sealed bid proposal. The vendor may provide an initialed copy of each addendum or initial the appropriate area on the bid form (pricing page). Failure to acknowledge receipt of the addenda (when applicable) will render bid incomplete. **It is the bidder's responsibility to ensure that they have received all addenda.**

13. BID RECEIPT AND EVALUATION. Bids shall be unconditionally received without alteration or correction except as authorized in the Columbus Consolidated Government's Procurement Ordinance. Bids shall be evaluated based on requirements set forth in the Invitation for Bid, which may include criteria to determine acceptability such as inspection, testing, quality, workmanship, delivery, and suitability for a particular purpose. Those criteria that will affect the bid price and be considered in evaluation for award shall be objectively measurable, such as discounts, transportation cost, and total or life-cycle costs. The specifications presented in the Invitation for Bids shall represent the evaluation criteria. No other criteria may be used to evaluate bids.

14. TIME FOR CONSIDERATION. Bids must remain in effect for at least sixty (60) days after date of receipt to allow for evaluation.

15. BID SECURITY

(1) Requirement for Bid Security. Bid security shall be required for all competitive sealed bids for construction contracts when the price is estimated by the CAHFH executive director to exceed \$25,000. Bid security shall be a bond provided by a surety company authorized to do business in the State, or other form satisfactory to CAHFH. Such bonds may also be required on construction contracts under \$25,000 or other procurement contracts when circumstances warrant.

(2) Amount of Bid Security. Bid security shall be in an amount equal to at least five percent (5%) of the bid amount.

(3) Rejection of Bids for Noncompliance with Bid Security Requirements. When the invitation for Bids requires security, noncompliance with such requirement shall force rejection of a bid.

(4) Withdrawal of Bids. If a bidder is permitted to withdraw its bid before award as provided in Section 3-108

Subsection (G) (Competitive Sealed Bidding – Correction or Withdrawal of Bids: Cancellation of Awards), no action shall be had against the bidder or the bid security.

16. CONTRACT PERFORMANCE AND PAYMENT BONDS

(1) When Required: Amounts. When a construction contract is awarded in excess of \$25,000, the following bonds or security shall be delivered to CAHFH, and shall be binding on the parties upon the execution of the contract:

a. a performance bond satisfactory to CAHFH executed by a surety company authorized to do business in the State, or otherwise secured in a manner satisfactory to CAHFH, amounting to one hundred percent (100%) of the price specified in the contract; and

b. a payment bond satisfactory to CAHFH executed by a surety company authorized to do business in the State or otherwise secured in a manner satisfactory to CAHFH, to protect all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract, amounting to one hundred percent (100%) of the price specified in the contract.

At the discretion of the CAHFH executive director or her designee, this same condition may be placed on awards of any amount.

(2) Authority to Require Additional Bonds. Nothing in this Section shall be construed to limit the authority of CAHFH to require a performance bond or other security in addition to the bonds, in circumstances other than the circumstances described in Subsection

(1) above.

17. SUBCONTRACTING. Should bidder intend to subcontract all or any part of the work specified, name(s) and address(es) of sub-contractor(s) must be provided in bid proposal (use additional sheet if necessary). The bidder shall be responsible for subcontractor(s) full compliance with the requirements of the bid specifications. **THE COLUMBUS AREA HABITAT FOR HUMANITY WILL NOT BE RESPONSIBLE FOR PAYMENTS TO SUBCONTRACTORS.**

18. DISQUALIFICATION OF BIDDERS AND REJECTION OF BIDS. Bidders may be disqualified and rejection of bid proposals may be recommended by the City for any (but not limited) to the following reasons:

- (A) Receipt after the time limit for receiving bid proposals as stated in the bid invitation.
- (B) Any irregularities contrary to the General Provisions or bid specifications.
- (C) Unbalanced unit price or extensions.
- (D) Unbalanced value of items.
- (E) Failure to use the proper forms furnished by CAHFH.
- (F) Failure to complete the proposal properly
- (G) Omission of warranty, product literature, samples, acknowledgment of addenda or other items required to be included with bid proposal.
- (H) Failure to properly sign forms in ink.

CAHFH reserves the right to waive any minor informality or irregularity. CAHFH reserves the right to reject any and all bids.

19. BRAND NAMES “OR EQUAL”. Whenever in this invitation any particular material, process and/or equipment are indicated or specified by patent, proprietary or brand name of manufacturer, such wording will be deemed to be used for the purpose of facilitating description of the material, process and/or equipment desired by CAHFH. It is not meant to eliminate bidders or restrict competition in any bid process. Any manufacturers’ names, drawings, trade names, brand names, specifications and/or catalog numbers used herein are for the purpose of description and establishing general quality levels. Bidders may propose equivalent equipment, services or manufacturer. Any proposal that is equivalent to or surpasses stated specifications will be considered. Determination of equivalency shall rest solely with CAHFH. **Please Note: Due to existing equipment, specific manufacturers may be required to facilitate compatibility.**

20. ASSIGNMENT OF CONTRACTUAL RIGHTS. It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of CAHFH and any sureties.

21. DISCOUNTS. Terms of payments offered will be reflected in the space provided on the bid proposal form. Cash discounts will be considered net in the bid evaluation process. All terms of payment (cash discounts) will be taken and computed from the date of delivery of acceptable material or services, or the date of receipt of the invoice, whichever is later.

22. FEDERAL, STATE AND LOCAL LAWS. All bidders will comply with all Federal, State, and Local laws and ordinances, relative to conducting business in Columbus, Georgia.

23. BID INCLUSIONS. When bid inclusions are required, such as warranty information, product literature/specifications, references, etc. The inclusions should reference all aspects of the specific equipment or service proposed by the bidder. Do not include general descriptive catalogs. References to literature or other required inclusions submitted previously does not satisfy this provision. Bids found to be in non-compliance with these requirements will be subject to rejection.

24. NON-COLLUSION. By signing and submitting this bid, bidder declares that its agents, officers or employees have not directly or indirectly entered into any agreements, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid. In the event, said bidder is found guilty of collusion, the company and agents will be removed from the CAHFH bid list for one full year and any current orders will be canceled.

25. INDEMNITY. The Contractor covenants to save, defend, hold harmless, and indemnify CAHFH, and all of its officers, agents, board members, employees and volunteers from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

26. DISADVANTAGED BUSINESS ENTERPRISE. Disadvantaged Business Enterprises (minority or women owned businesses) will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, sexual orientation, gender identity or national origin in consideration for an award. It is the policy of the Consolidated Government of Columbus, Georgia that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of contracts to the extent practical and consistent with the efficient performance of the contract.

27. AFFIRMATIVE ACTION PROGRAM - NON-DISCRIMINATION CLAUSE. The Consolidated Government of Columbus, Georgia has an Affirmative Action Program in connection with Equal Employment Opportunities. The successful bidder will comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, sexual orientation, gender identity, national origin or physical handicap.

28. AWARDS TO LOCAL BUSINESSES. Except for construction contracts, Federally funded projects, Request for Proposals and Request for Qualifications, awards will be made to responsive and responsible local businesses proposing a cost not more than two percent (2%) above the low bid or quote for contracts involving an expenditure less than or equal to \$25,000.00; and made to responsive and responsible local businesses proposing a cost not more than one percent (1%) above the low bid or quote for contracts involving an expenditure greater than \$25,000.00.

29. RIGHT TO PROTEST.

- (1) Right of Protest. Any actual or prospective bidder offeror, or contractor who is aggrieved in connection with a solicitation or award of a contract may protest to the CAHFH executive director or her designee initially. All protests shall be filed in the manner prescribed herein. Protests that do not comply with the following rules shall be deemed invalid and of no effect.
- (2) The protest must be in writing, executed by a company officer that is authorized to execute agreements on behalf of the bidder or offeror or provided by an authorized legal representative of the protestor.
- (3) A protest with respect to an invitation for Bids or Request for Proposals shall be submitted in writing no less than five (5) business days prior to the opening of bids or the closing date of proposals or qualification

statements.

- (4) Stay of Procurement During Protests. If there is a timely protest submitted as described above, the CAHFH executive director or her designee shall not proceed further with the solicitation or award of the contract until all administrative remedies have been exhausted.

30. FAILURE TO BID. Vendors choosing not to submit a bid are requested to return a **Statement of “No Bid”**.

31. PRODUCT/EQUIPMENT DEMONSTRATION - SITE VISIT. During the evaluation of bids, CAHFH reserves the right to request a demonstration or site visit of the product, equipment or service offered by a bidder. The demonstration or site visit shall be at the expense of the bidder. Bidders who fail to provide demonstration or site visit, as requested, will be considered non-responsive.

32. CANCELLATION PROVISIONS. An Invitation for Bid, Request for Proposal, or other solicitation may be canceled, or any or all bids, proposals or responses rejected in whole or in part, at the discretion of CAHFH for any reason whatsoever. The reasons for the cancellation shall be sent to all businesses solicited or that responded. The notice shall identify the solicitation, give the reasons for the cancellation, and when appropriate state that an opportunity will be given to compete on any re-solicitation or similar procurement in the future. Reasons for rejection will be provided to unsuccessful bidders or offerors.

When such action is in the best financial interest of CAHFH contracts for supplies to be purchased or services to be rendered under an annual (term) contract basis may be canceled and re-advertised at the discretion of the executive director or her designee and in accordance with contract terms.

After the receipt of a product or piece of equipment, it is found that said item does not perform as specified and required, payment for said product or equipment will be withheld. The successful vendor will be notified of the non-performance in writing. After notification, the successful vendor will have ten (10) calendar days, from the date of notification, to deliver product or equipment which performs satisfactorily. If a satisfactory product is not delivered within 10 calendar days, from the notification date, CAHFH will cancel the contract (purchase order) and award to the next low, responsive, responsible bidder. The vendor will be responsible for the pick-up or shipment of the unsatisfactory equipment or product.

33. QUESTIONS: Questions concerning specifications must be submitted, in writing, at least 5 (five) working days (Monday-Friday) prior to receipt date. Questions received less than five working days prior to receipt date will not be considered.

34. SAMPLES: When samples are required to be included with the proposal response, the bidder will be responsible for the following:

- 1) **Unless otherwise specified**, bidders are required to submit exact samples of item(s) bid. Do not submit sample of “like” item(s).
- 2) Affix an identification label to each individual sample to include bidder’s name, bid name and number.
- 3) Make arrangements for the return of sample after the bid award. All shipping costs will be the responsibility of the bidder. If bidder does not make arrangements for return of sample, within 60 days after award, the sample will be discarded.

35. GOVERNING LAW: The parties agree that this Agreement shall be governed by the laws of Georgia, both as to interpretations and performance.

36. PAYMENT DEDUCTIONS: CAHFH reserves the right to deduct, from payments to awarded vendor(s), any amount owed to CAHFH for various fees, to include, but not limited to: False Alarm fees, Ambulance fees, Occupation License Fees, Landfill fees, etc.

37. PAYMENT TERMS: CAHFH’s standard payment term is usually net 30 days, after successful receipt of goods or services. Payment may take longer if invoice is not properly documented or not easily identifiable, goods/services are not acceptable, or invoice is in dispute.

38. FINAL CONTRACT DOCUMENTS: If a formal contract is required as a result of the Request for Bid; the final contract shall include the following: 1) The RFB; 2) Addenda; 3) Awarded Vendors(s) Bid response; 4) Awarded Vendor(s) Clarifications; and 5) Awarded Vendor(s) Business Requirements.

DO YOU HAVE QUESTIONS, CONCERNS OR NEED CLARIFICATION ABOUT THIS SOLICITATION?

COMMUNICATION CONCERNING ANY SOLICITATION CURRENTLY ADVERTISED MUST TAKE PLACE IN WRITTEN FORM AND ADDRESSED TO THE PURCHASING DIVISION.

ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. CAHFH WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS CAHFH WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE CAHFH EXECUTIVE DIRECTOR OR HER DESIGNEE. BIDDERS SHALL NOT CONTACT EMPLOYEES, BOARD MEMBERS, VOLUNTEERS OR EVALUATION COMMITTEE MEMBERS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO CAHFH IN WRITING.

CAHFH WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER OR IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

CAHFH IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY BOARD MEMBERS, EMPLOYEES OR VOLUNTEERS, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE CAHFH EXECUTIVE DIRECTOR.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION.

ANY REQUEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE CAHFH EXECUTIVE DIRECTOR.

GENERAL SPECIFICATIONS

Residential General Contractor Services for the Nueva Valley Subdivision

I. SCOPE

Columbus Area Habitat for Humanity, Inc. invites qualified vendors to provide residential general contractor services for the development of seven (7) single-family residential dwellings sharing a stormwater detention pond. Site and house plans are available at this link: <https://www.columbusareahabitat.com>

The general contractor will be responsible for overseeing the following activities across all seven lots: permits; clear and grade lots; dig detention pond and storm drain as per engineering plans; sewer taps and water meters for all seven lots. Per house, the general contractor will be responsible for the following activities: dig foundation, rough-in plumbing, pour foundation; frame house, plumbing, electrical, HVAC, top out; roof houses; sheetrock interior; set interior doors, paint interior/exterior, flooring; plumbing, electrical, HVAC, set fixtures and finish; pour porches and driveway; landscape sod and finishing.

This project is funded, in part, with U.S. Department of Housing and Urban Development (HUD) Home Investment Partnerships Program (HOME) grant funding. Contracts utilizing HOME funding are subject to state and local laws, as well as federal regulations found in §2 CFR 200 and §24 CFR 92. Potential bidders must ensure that all project activities will be administered in compliance with labor and civil rights laws and regulations for HOME funded projects.

Pages 18 – 23 include the Technical Specifications and specific requirements of the Columbus Consolidated Government Community Reinvestment Department for projects funded by Home Investment Partnerships Program (HOME).

II. SITE VISIT

- A. **No later than five (5) business days before the bid due date**, bidders desiring to do so may schedule a site visit by contacting Louise Hurless at louise@columbusareahabitat.com or 706-653-0910. **Attendance is not required, but bidders are strongly encouraged to visit the site.**
- B. **Questions/concerns resulting from the Site Visit must be submitted in writing to the CAHFH Executive Director**, as specified on **pages 9 and 10**.

C. The project location is on Pine Valley Drive and Dorsey Drive in Columbus, GA.

III. REQUIREMENTS

A. The successful contractor must abide by the **Build America Buy America Act**; refer to **Attachment B**.

B. The successful contractor must abide by the requirements of the **U.S. Department of Housing and Urban Development (HUD)** and **Community Development Block Grant (CDBG)**; refer to **Attachment C, Attachment D and Attachment E**.

C. **Technical Specifications, including Attachment A, begin on page 16.**

IV. AGENCY BACKGROUND

Columbus Area Habitat for Humanity, Inc. is a non-profit housing organization that has served the Columbus area for over 40 years serving over 420 families. We partner with the community, volunteers and prospective homeowners to build, renovate and repair homes. Our repair program for seniors and those with disabilities is grant funded and at no cost to the homeowners. The newly constructed and renovated homes are sold to qualified applicants that will buy the house with a 0% mortgage.

V. ORGANIZATION REQUIREMENTS

CAHFH acquires some products through Gift in Kind donations. The value of what is received for each house will be deducted from the contractor's cost. Coordination of these possible gifts will be with CAHFH and the contractor. A change order will reflect this transaction.

Volunteers are a vital part of CAHFH's program. With coordination and oversight of CAHFH staff, volunteers will be integrated into some work on the site. Duties could be: framing, flooring, painting, staining, trim work, landscaping. Groups range from 1 individual to 20. This will always be a scheduled event with advanced notice. CAHFH staff will be onsite when volunteers are working. Volunteers are covered under CAHFH's Insurance.

VI. INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify CAHFH, and all of its officers, departments, agencies, agents, and employees (collectively the "City") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting

from, arising out of, or in any way connected with the Contractor's intentional, negligent, or grossly negligent acts or omissions in performance or nonperformance of its work called for by the Contract Documents.

VII. INSURANCE

The vendors shall be required, at their own expense, to furnish to CAHFH staff evidence showing the insurance coverage to be in force throughout the term of the contract. Insurance requirements are listed on the attached **Insurance Checklist. The limits shown are minimum limits. Vendor shall indicate the actual limit they will provide for each insurance requirement. The bidder shall complete the Insurance Checklist and include with bid response. Certificate of Insurance is acceptable.** The Insurance Checklist will indicate to CAHFH, the bidder's ability and agreement to provide the required insurance, in the event of contract award.

The successful candidate shall provide the required Certificates of Insurance within **10 business days** after award notification. The Certificates of Insurance will name the Columbus Area Habitat for Humanity as an additional insured, **as well as list the applicable project or annual contract name, and/or Solicitation name and number.** The Certificate of Insurance will be included with the contract documents prior to signing.

VIII. GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT/E-VERIFY

Pursuant to O.C.G.A. § 13-10-91, a public employer shall not enter into a contract for the performance of services unless the contractor registers and participates in the federal work authorization program. If a supplier is providing services under a contract with a total compensation amount of \$2,500 or greater, (even if such services will be performed outside of the state of Georgia) the Columbus Area Habitat for Humanity, funded in part by federal entitlement funding from the Columbus Consolidated Government, requires a notarized affidavit from the supplier attesting to the following:

(A) The affiant has registered with, is authorized to use, and uses the federal work authorization program;

(B) The user identification number and date of authorization for the affiant;

(C) The affiant will continue to use the federal work authorization program throughout the contract period;

(D) The affiant will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the same information required by subparagraphs (A), (B), and (C) of this paragraph.

Additional information regarding the State's E-Verify requirements can be found at: <https://www.audits2.ga.gov/wp-content/uploads/2021/10/13-10-91.pdf>. **A completed, notarized E-Verify Affidavit must be included with sealed proposal; failure to do so will render the firm's or individual's proposal non-responsive and ineligible for award consideration.**

Each bidder shall include the following documents in the bid packet. *With the exception of the E-Verify Affidavit (Form 1), "Communications Concerning This Solicitation" (Form 2) and Conflict of Interest Affidavit (Form e),* CAHFH reserves the right to request any omitted information, **which does not affect the submitted bid price.** Bidders shall be notified, in writing, and shall have two (2) days, after notification, to submit the omitted information. If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive, and the Bid Submission will be deemed "Incomplete".

- A. **Form 1 - E-Verify Affidavit:** Form 1 must be signed, notarized and returned with the vendor's proposal. Failure to include the form, completed in the manner prescribed, will automatically render vendor's bid non-responsive.
- B. **Form 2 – Communication Concerning This Solicitation:** Form 2 must be signed and returned with the vendor's proposal. Failure to include the form, completed in the manner prescribed, will automatically render vendor's bid non-responsive.
- C. **Form 3 – Conflict of Interest Affidavit:** Form 3 must be signed, notarized and returned with the vendor's proposal. Failure to include the form, completed in the manner prescribed, will automatically render vendor's bid non-responsive.
- D. **Form 4 - Federal Compliance:** Provide all information requested.
- E. **Form 5 - Addenda Acknowledgement:** Provide all information requested.
- F. **Form 6 – Statement of Qualifications & Work Guarantee:** Provide all information requested. Bidder must submit a signed statement that warrants and guarantees that all work will be performed in accordance with the bid specifications and will not be defective. Prompt notice of all defects shall be given to the contractor. All defective work, whether or not in place, may be rejected, corrected or accepted, as determined by CAHFH.
- G. **Form 7 – Bid Form (Pricing Pages):** Provide all information requested.
- H. **Form 8 – Contract Signature Page:** Provide all information requested.
- I. **Proof of Insurance** – Provide the Insurance Checklist (**Form 9**) or Certificate of Insurance.
- J. **Bid Bond:** Provide a bid surety in the form of a Cashier's Check, Certified Check, or Bid Bond payable to the Consolidated Area Habitat for Humanity in the amount of five percent (5%) of the sum of the bid submittal. The bid surety will be forfeited to CAHFH if successful Bidder fails to execute a contract within ten (10) calendar days after award notification, or if the successful Bidder fails to furnish Performance and Payment Bonds (see page 13, section IX) within ten (10) calendar days after award notification.
- K. **Business License:** Submit a copy of the Business License (Occupation License) that is required to conduct business at your location. If the business location is not in Georgia, vendor must provide a current copy of their active Articles of Incorporation from the State and/or a current business license from the City/State in which business is located. If awarded the contract, the successful vendor must obtain a business license from the City of Columbus. However, If the business is not located in Muscogee County and has proof of being properly licensed by a municipality in Georgia, and paid applicable occupation taxes in that city, the vendor will not be required to pay occupation taxes in Columbus, Georgia.

If you have questions regarding this requirement, please contact CAHFH at 706-653-0910.

- L. **W-9 Form:** Complete and return **Page 1** of the Form W-9 (<https://www.irs.gov/pub/irs-pdf/fw9.pdf>).

Note: After award of contract, the awarded bidder will receive a digital copy of the executed contract.

IX. PERFORMANCE AND PAYMENT BONDS:

The successful Bidder shall, without any additional cost to CAHFH, furnish Performance and Payment Bonds, both in the amount of one hundred percent (100%) of the total contract amount, within ten (10) calendar days after notification of award. Such bond shall be issued from a reliable surety company, licensed to do business in the state of Georgia and acceptable to CAHFH.

XI. AWARD/NOTICE TO PROCEED/FINAL INSPECTION/INVOICE

- A. Award: This bid will be awarded to the lowest, responsive, responsible bidder. The Columbus Area Habitat for Humanity will be the sole judge of the factors and will make the award accordingly. Should the successful bidder not be able to supply the required services, CAHFH reserves the right to procure from other sources.
- B. Notice to Proceed: The CAHFH executive director or her designee shall issue the notice to proceed with the work.
- C. Final Inspection: The CAHFH executive director or her designee may inspect ongoing work. After work is completed, the Contractor must obtain final inspection and approval from the representative.
- D. Invoices: After satisfactory completion of the work, the Contractor shall forward an invoice to the following address.

Columbus Area Habitat for Humanity, Inc.
P. O. Box 1193
Columbus, Georgia 31902

X. TERMINATION OF CONTRACT

- A. Default: If the contractor refuses or fails to perform any of the provision of this contract with such diligence as will ensure its completion within the time specified in this contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the CAHFH Executive Director may notify the contractor in writing of the delay or non-performance and if not cured within ten (10) days or any longer time specified in writing by the CAHFH Executive Director, such director may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform.

In the event of termination in whole or in part the CAHFH Executive Director may procure similar supplies or services, from other sources, in a manner

and upon terms deemed appropriate by the CAHFH Executive Director. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.

B. Compensation: Payment for completed supplies delivered and accepted by CAHFH shall be at the contract price. CAHFH may withhold from amounts due the contractor such sums as the CAHFH Executive Director deem necessary to protect CAHFH against loss because of outstanding liens or claims of former lien holders and to reimburse CAHFH for the excess costs incurred in procuring similar goods and services.

C. Excuses for Nonperformance or Delayed Performances: Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms, if the contractor has notified the CAHFH Executive Director within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of public enemy; acts of the Columbus Consolidated Government and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements.

Upon request of the contractor, the CAHFH Executive Director shall ascertain the facts and extent of such failure, and, if such director determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly.

TECHNICAL SPECIFICATIONS

Residential General Contractor Services for the Nueva Valley Subdivision

I. TECHNICAL REQUIREMENTS

GENERAL CONTRACTOR SERVICES

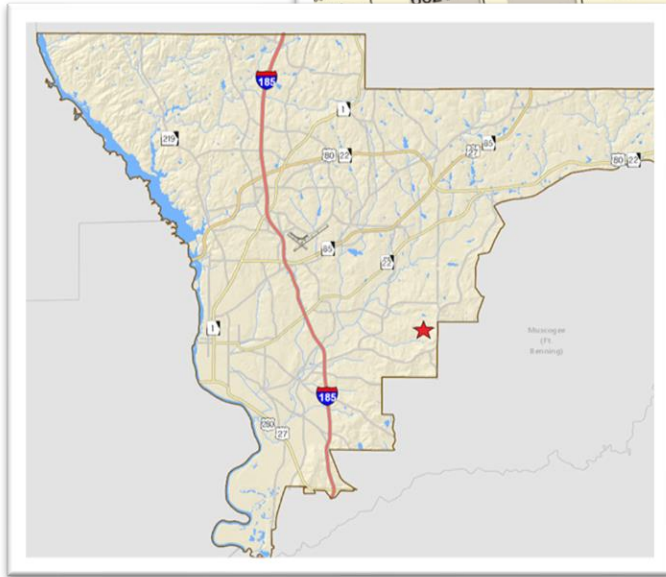
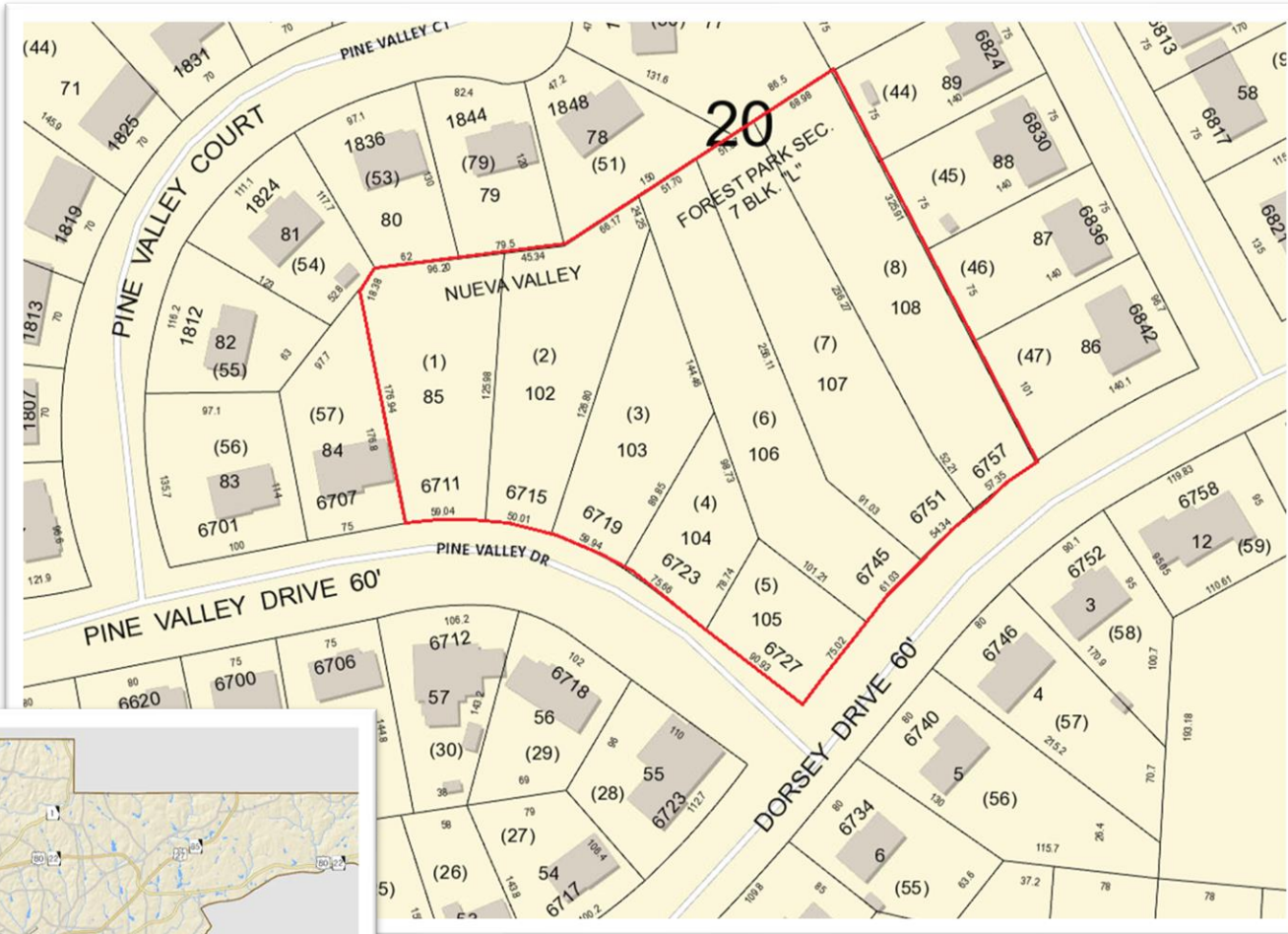
Site development plans and house designs can be found at: [Nueva Valley Subdivision | habitat](#)

Provide general contractor services on behalf of Columbus Area Habitat for Humanity, Inc. for the new construction of seven (7) residential units in the Nueva Valley subdivision. Construction activities include:

- A. Permits
- B. Clear and grade lots, dig detention pond and storm drain as per engineering plans
- C. Sewer taps and water meters for all 7 lots
- D. Per house:
 - 1. Dig foundation, rough-in plumbing, pour foundation
 - 2. Frame house, plumbing, electrical, HVAC, top out
 - 3. Roof House
 - 4. Sheetrock interior
 - 5. Set interior doors, paint interior/exterior, flooring
 - 6. Plumbing, electrical, HVAC, set fixtures and finish
 - 7. Pour porches and driveway
 - 8. Landscape, sod and finishing

II. SITE VISIT

- A. **No later than five (5) business days before the bid due date**, bidders desiring to do so may schedule a site visit by Louise Hurless at louise@columbusareahabitat.com or 706-653-0910. **Attendance is not required, but bidders are strongly encouraged to visit the site.**
- B. **Questions/concerns resulting from the Site Visit must be submitted in writing to CAHFH**, as specified on **pages 9 and 10**.
- C. The project location is on Pine Valley Drive and Dorsey Drive in Columbus, GA.



Nueva Valley Sub-division Addresses:
 6711, 6715, 6719, 6723 Pine Valley Drive
 6745, 6751, 6757 Dorsey Drive

ATTACHMENT A (continued)



BUILD AMERICA, BUY AMERICA PROVISION AS APPLIED TO RECIPIENTS OF HUD FEDERAL FINANCIAL ASSISTANCE

Recipients of an award of Federal financial assistance from a program for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless:

(1) all iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;

(2) all manufactured products used in the project are produced in the United States—this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

(3) all construction materials (excluding cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives) are manufactured in the United States— this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. The agency should notify the recipient for information on the process for requesting a waiver from these requirements.

(a) When the Federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that:

(1) applying the domestic content procurement preference would be inconsistent with the public interest;

(2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

(3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office.

There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [link to awarding agency web site with information on currently applicable general applicability waivers].

Definitions

“Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of:

- non-ferrous metals;
- plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables);
- glass (including optic glass);
- lumber; or
- drywall.

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Produced in the United States” means **(A) in the case of iron or steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;**

(B) in the case of manufactured products, that – (i) the manufactured product was manufactured in the United States; and (ii) the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and **(C) in the case of construction materials, that all manufacturing processes for the construction material occurred in the United States.**

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.

Federal Labor Laws

A. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The provisions of this paragraph (b) are applicable where the amount of the prime contract exceeds **\$100,000**. As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

- (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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.
- (2) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph B(1) of this paragraph, 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 subparagraph B(1) of this paragraph, **in the sum set by the U.S. Department of Labor at 29 CFR 5.5(b)(2)** for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph B(1) of this paragraph. In accordance with the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 Note), the DOL adjusts this civil monetary penalty for inflation no later than January 15 each year.
- (3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall, upon its own action or upon written request of an authorized representative of the U.S. 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 contract, 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 subparagraph B(2) of this paragraph.
- (4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph B(1) through (4) of this paragraph 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 subparagraphs B(1) through (4) of this paragraph.

B. HEALTH AND SAFETY

The provisions of this paragraph (c) are applicable where the amount of the prime contract exceeds **\$100,000**.

- (1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his or her health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
- (2) The contractor shall comply with all regulations issued by the Secretary of Labor pursuant to 29 CFR Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96), 40 U.S.C. § 3701 et seq.
- (3) The contractor shall include the provisions of this paragraph in every subcontract, so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

This is a U.S. Department of Housing and Urban Development (HUD) funded project which utilizes Home Investment Partnerships (HOME) funding. Contracts utilizing HOME funding are subject to state and local laws, the federal regulations found in §2 CFR 200 and §24 CFR 92, and all clauses and acts listed below. Potential bidders must assure that all project activities will be administered in compliance with the following labor and civil rights laws and regulations.

During the performance of this contract, the contractor agrees to comply with the Equal Opportunity Clause (§41 CFR 60-1.4) as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. 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.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.
8. The contractor will include the provisions of paragraphs (1) through (8) 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 may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: *Provided*, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not

otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. 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.
5. 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.
6. 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.
7. 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 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.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will

furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246), 41 CFR 60-4.3.

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
 - d. "Minority" includes:
 - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
 - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to [41 CFR 60- 4.5](#)) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to

achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7 a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment

source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with onsite supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and

female youth both on the site and in other areas of a Contractor's work force.

- k. Validate all tests and other selection requirements where there is an obligation to do so under [41 CFR part 60-3](#).
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7a through p of these Specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with [41 CFR 60-4.8](#).
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES

Contractors are also subject to the Equal Opportunity Clause for workers with disabilities (41 CFR 60-741.5(a)). All recipients of Federal funds must certify Affirmative Action for Handicapped Workers in all contracts issued:

1. The contractor will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:
 - i. Recruitment, advertising, and job application procedures;
 - ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
 - iii. Rates of pay or any other form of compensation and changes in compensation;
 - iv. Job assignments, job classifications, organizational structures, position descriptions,

- lines of progression, and seniority lists;
 - v. Leaves of absence, sick leave, or any other leave;
 - vi. Fringe benefits available by virtue of employment, whether or not administered by the contractor;
 - vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
 - viii. Activities sponsored by the contractor including social or recreational programs; and
 - ix. Any other term, condition, or privilege of employment.
2. The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 3. In the event of the contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.
 4. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities. The contractor must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Braille or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the contractor, a contractor will satisfy its posting obligations by posting such notices in an electronic format, provided that the contractor provides computers, or access to computers, that can access the electronic posting to such employees, or the contractor has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the contractor to notify job applicants of their rights if the contractor utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.
 5. The contractor will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.
 6. The contractor will include the provisions of this clause in every subcontract or purchase order in excess of \$10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, 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 Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The contractor must, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

SECTION 3

To the greatest extent feasible, opportunities for training and employment shall be given to recipients of public housing and lower-income Columbus residents. Contract work in connection with this project shall be awarded to business concerns which are owned in substantial part by persons residing in Columbus, employ residents in full-time positions, or subcontract with businesses which provide economic opportunities to lower income persons, as provided in the Section 3 final rule under §24 CFR part 75.

FORM 1

E-VERIFY AFFIDAVIT

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of **Columbus Area Habitat for Humanity** has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. § 13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

Company ID Number (*numerical, 4-7 digits*)

Date of Authorization

****See <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> to access your E-Verify Company Identification Number.**

Name of Contractor

Name of Project

Name of Public Employer

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

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

Signature of Authorized Officer or Agent

Printed Name and Title of Authorized Officer or Agent

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

NOTARY PUBLIC

My Commission Expires:

A properly completed, notarized E-Verify Affidavit must be included with the bid; failure to do so will render the firm's bid non-responsive and ineligible for further consideration.

COMMUNICATION CONCERNING THIS SOLICITATION

THIS PAGE MUST BE SIGNED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-RESPONSIVE.

.....
ALL QUESTIONS OR CLARIFICATIONS CONCERNING THIS SOLICITATION SHALL BE SUBMITTED IN WRITING. CAHFH WILL NOT ORALLY OR TELEPHONICALLY ADDRESS ANY QUESTION OR CLARIFICATION REGARDING BID/PROPOSAL SPECIFICATIONS. IF A VENDOR VISITS OR CALLS THE PURCHASING DIVISION WITH SUCH QUESTIONS, HE OR SHE WILL BE INSTRUCTED TO SUBMIT THE QUESTIONS IN WRITING.

ALL CONTACT CONCERNING THIS SOLICITATION SHALL BE MADE THROUGH THE PURCHASING DIVISION. BIDDERS SHALL NOT CONTACT CITY EMPLOYEES, DEPARTMENT HEADS, USING AGENCIES, EVALUATION COMMITTEE MEMBERS, INCLUDING NON-CCG EMPLOYEES, CONTRACTED PERSONNEL ASSOCIATED WITH THIS PARTICULAR PROJECT (I.E. ARCHITECTS, ENGINEERS, CONSULTANTS), OR ELECTED OFFICIALS WITH QUESTIONS OR ANY OTHER CONCERNS ABOUT THE SOLICITATION. QUESTIONS, CLARIFICATIONS, OR CONCERNS SHALL BE SUBMITTED TO THE PURCHASING DIVISION IN WRITING. IF IT IS NECESSARY THAT A TECHNICAL QUESTION NEEDS ADDRESSING, THE PURCHASING DIVISION WILL FORWARD SUCH TO THE USING AGENCY, WHO WILL SUBMIT A WRITTEN RESPONSE.

THE PURCHASING DIVISION WILL FORWARD WRITTEN RESPONSES TO THE RESPECTIVE BIDDER. IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS SOLICITATION, A WRITTEN ADDENDUM WILL BE ISSUED TO ALL BIDDERS.

THE CITY IS NOT BOUND BY ANY ORAL REPRESENTATIONS, CLARIFICATIONS, OR CHANGES MADE TO THE WRITTEN SPECIFICATIONS BY EMPLOYEES, UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO THE BIDDERS IN A WRITTEN ADDENDUM FROM THE PURCHASING MANAGER.

BIDDERS ARE INSTRUCTED TO USE THE ENCLOSED "QUESTION/CLARIFICATION FORM" TO FAX OR EMAIL QUESTION. **QUESTIONS AND REQUESTS FOR CLARIFICATION MUST BE SUBMITTED AT LEAST FIVE (5) BUSINESS DAYS BEFORE THE DUE DATE.**

ANY REQUEST/CONCERN/PROTEST, AFTER A SOLICITATION HAS CLOSED AND PENDING AWARD, MUST ALSO BE SUBMITTED IN WRITING TO THE PURCHASING DIVISION.

.....
I agree to forward all communication about this solicitation, in writing, to CAHFH. I understand that communication with other persons, other than the CAHFH, will render my Bid/Proposal response non-responsive and I will no longer be considered in the solicitation process.

Vendor Name: _____

Print Name of Authorized Agent: _____

Signature of Authorized Agent: _____

CONFLICT OF INTEREST AFFIDAVIT:

THIS PAGE MUST BE SIGNED, NOTARIZED AND RETURNED WITH THE VENDOR'S BID/PROPOSAL. FAILURE TO INCLUDE THIS FORM WILL AUTOMATICALLY RENDER VENDOR'S RESPONSE NON-

I hereby declare that any person(s) employed by the Columbus Area Habitat for Humanity, who has direct or indirect personal or financial interest in this solicitation, has been identified and the interest disclosed below. (Please include in your disclosure any interest which you know of).

An example of a direct interest would be a Columbus Area Habitat for Humanity employee who would be paid to perform services if awarded the contract.

An example of indirect interest would be a Columbus Area Habitat for Humanity employee who is related to any officers, employees, principal, or shareholders of your firm or to you. (If in doubt as to status or interest, please disclose to the extent known).

Disclosed Conflict of Interests:

I hereby certify that the information on this form is complete and accurate. If necessary, I will provide the information required to verify this data (e.g., pay stubs, bank account statements, etc.). I, therefore, authorize such verification, and I will provide the supporting documentation, if necessary.

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

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

Signature of Authorized Officer or Agent **Printed Name and Title**

Vendor Name

Subscribed and sworn before me on this the __ day of _____, 20__.

NOTARY PUBLIC

My Commission Expires:

In the event a procurement under this contract is federally funded, the Contractor agrees to comply with all federal statutes relating to nondiscrimination, labor standards, and environmental compliance. The Contractor will be notified if the procurement is federally funded.

With regards to “**Rights to Inventions Made Under a Contract or Agreement,**” If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Contractor agrees to be wholly compliant with the provisions of **2 CFR 200, Appendix II**. Additionally, for work to be performed under the Agreement or subcontract thereof, including procurement of materials or leases of equipment.

Contractor shall comply and shall notify each potential subcontractor or supplier of the Contractor's federal compliance obligations. These may include, but are not limited to:

- (a) **Title VII 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) the **Fair Labor Standards Act of 1938 (29 USC 676 et. seq.)**,
- (d) **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;
- (e) the **Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.)** and the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
- (f) the **Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255)**, as amended, relating to nondiscrimination on the basis of drug abuse;
- (g) 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;
- (h) **§§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3)**, as amended, relating to confidentiality of alcohol and drug abuse patient records;
- (i) **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;
- (j) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement;
- (k) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement;
- (l) Applicable provisions of the **Clean Air Act (42 U.S.C. §7401 et seq.)**, the **Federal Water Pollution Control Act, as amended (33 U.S.C. §1251 et seq.)**, **Section 508 of the Clean Water Act (33 U.S.C. 1368)**, **Executive Order 11738**, and the **Environmental Protection Agency regulations at 40 CPR Part 15**;
- (m) applicable provisions of the **Davis- Bacon Act (40 U.S.C. 276a - 276a-7)**, the **Copeland Act (40 U.S.C. 276c)**, and the **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-332)**, as set forth in Department of Labor Regulations at 20 CPR 5.5a;
- (n) the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the **Energy Policy and Conservation Act (P.L. 94-163)**.
- (o) the Buy America sourcing requirements in the **Build America, Buy America Act (41 U.S.C. § 8301-8305)**;
- (p) the general provisions of **Section 3** offering economic opportunities for low-income persons (**12 U.S.C. 1701u**).

To demonstrate acknowledgement and understanding of the above listed Federal Requirements, vendor is required to sign below and return with bid response:

Vendor Name: _____

Signature of Authorized Agent: _____

Print Name and Title of above Agent: _____

ADDENDA ACKNOWLEDGEMENT

Residential General Contractor Services for the Nueva Valley Subdivision

Columbus Area Habitat for Humanity will post addenda (if any) on the Bid Opportunities page: <https://www.columbusareahabitat.com/>. It is the vendors' responsibility to periodically visit the page to check for addenda, **both before the due date and prior to submitting a response to CAHFH.**

IF ADDENDA WERE ISSUED:

By signing below, I acknowledge 1) I have received the addenda (if any) as indicated below, 2) my submittal reflects the changes to the specifications, and 3) my submittal includes the most recently revised forms:

Addendum No. ____ dated _____

Addendum No. ____ dated _____

Addendum No. ____ dated _____

Addendum No. ____ dated _____

Addendum No. ____ dated _____

Addendum No. ____ dated _____

Addendum No. ____ dated _____

Addendum No. ____ dated _____

Addendum No. ____ dated _____

Addendum No. ____ dated _____

IF NO ADDENDA WERE ISSUED:

By signing below, I acknowledge that I reviewed the webpage referenced above on _____ and did not see any addenda listed for this solicitation.

(date)

Business Name _____ **Date** _____

Authorized Signature _____ **Print Name** _____

FORM 6

**STATEMENT OF QUALIFICATIONS & WORK GUARANTEE
Residential General Contractor Services for the Nueva Valley Subdivision**

- 1. Company Name: _____
- 2. Permanent Main Office Address: _____
- 3. Date company organized; if a corporation, when/where incorporated? _____
- 4. How many years have you been providing the requested equipment and services under your present company/trade name? _____
- 5. List at least three (3) similar projects your company has performed within the last three (3) years, stating contract value and month/year of completion:

Company Name/Address	Contact Person/ Telephone	Contract Value Month/Year of Completion

- 6. List personnel that will be assigned to this project, their qualifications, and years of experience:

(Attach additional sheet, if necessary)

- 7. Have you ever failed to complete a project and/or defaulted on a contract? If so specify when and with whom:

- 8. Bidders must warrant and guarantee that all work will be performed in accordance with the bid specifications and will not be defective. Prompt notice of all defects shall be given to the contractor. All defective work, whether or not in place, may be rejected, corrected or accepted, as determined by the City. Describe your statement of Warranty and Guarantee of Work:

Company Name **Authorized Signature** **Print Name** **Date**

FORM 7

BID FORM (PRICING PAGE)

Residential General Contractor Services for the Nueva Valley Subdivision

By signing this form, the authorized representative attests to the fact that the company has examined all agreements and specifications and has examined the site of the work; and on the basis of the agreements and specifications, the company proposes to furnish all necessary labor, materials, and equipment and will perform said work in the manner specified:

The Contractor shall accept sole and exclusive responsibility for all taxes, costs for required bonds/surety, and costs associated with labor, tools, materials, and equipment required to complete the work. Any applicable sales taxes are considered part of the material cost.

Description	Total Bid Amount
Provide all labor, equipment, and materials for the Residential General Contractor Services for the Nueva Valley Subdivision project.	\$
We will begin the work, as specified, within _____ days after notice to proceed.	
The average number of workers onsite for this project will be _____ people.	
Our anticipated number of actual working days to complete this project is _____ calendar days.	

IMPORTANT INFORMATION:

Each bidder shall include the following documents via mail or in-person delivery. *With the exception of the E-Verify Affidavit (Form 1), "Communications Concerning This Solicitation" (Form 2), and Conflict of Interest Affidavit (Form 3),* the City reserves the right to request any omitted information, **which does not affect the submitted bid price.** Bidders shall be notified, in writing, and shall have two (2) days, after notification to submit the omitted information. If the omitted information is not received within two (2) days, the Bidder shall be deemed non-responsive and the Bid Submission will be deemed "Incomplete". **Use the following checklist to verify the items are included in the bid:**

- E-Verify Affidavit
 Communications Concerning this Solicitation form
 Conflict of Interest Affidavit
 Federal Compliance
 Addenda Acknowledgement Form
 Statement of Qualifications and Work Guarantee
 Bid Form (Pricing Page)
 Contract Signature Page
 Insurance Information
 Business License
 W-9

Vendor's Name _____ Website _____

Vendor's Street Address _____ City _____ State _____ Zip _____

Vendor's Remittance or Mailing Address (If different) _____ City _____ State _____ Zip _____

Phone Number of Authorized Representative _____ Email Address of Authorized Representative _____

Signature of Authorized Representative _____ "Print" Name and Title _____ Date of Signature _____

If certified as a DBE or WBE, list the certifying agency: _____

FORM 8

CONTRACT SIGNATURE PAGE

Residential General Contractor Services for the Nueva Valley Subdivision

THE UNDERSIGNED HEREBY DECLARES THAT HE HAS/THEY HAVE CAREFULLY EXAMINED THE SPECIFICATIONS HEREIN REFERRED TO AND WILL PROVIDE ALL EQUIPMENT, TERMS AND SERVICES TO THE CONSOLIDATED GOVERNMENT OF COLUMBUS, GEORGIA.

Company Name

Signature of Authorized Representative Date

Title of Authorized Representative

Print Name of Authorized Signatory

(Corporate seal, if applicable)

Company Ordering Address

Company Payment Address

Contact: _____

Contact: _____

Contact Email _____

Contact Email _____

Telephone _____

Telephone _____

Fax _____

Fax _____

Accepted this ___ day of _____ 20___

Louise Hurless, CAHFH Executive Director

FORM 9

INSURANCE CHECKLIST

Residential General Contractor Services for the Nueva Valley Subdivision

CERTIFICATE OF INSURANCE MUST SHOW ALL COVERAGE AND ENDORSEMENTS INDICATED BY "X"

CSL = Combined Single Limit; BI = Bodily Injury; PD=Property Damage

Required Coverage(s)		Limits (Figures denote minimums)	Bidders Limits/Response
X	1. Worker's Compensation and Employer's Liability	STATUTORY REQUIREMENTS	
Comprehensive General Liability			
X	2. General Liability Premises/Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	3. Independent Contractors and Sub - Contractors	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
	4. Products Liability	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	5. Completed Operations	\$1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
X	6. Contractual Liability (Must be shown on Certificate)	\$ 1 Million CSL BI/PD each occurrence, \$1 Million annual aggregate	
Automobile Liability			
X	7. *Owned/Hired/Non-Owned Vehicles/ Employer non ownership	\$1 Million BI/PD each Accident, Uninsured Motorist	
Others			
	8. Miscellaneous Errors and Omissions	\$1 Million per occurrence/claim	
	9. Umbrella/Excess Liability	\$1 Million Bodily Injury, Property Damage and Personal Injury	
	10. Personal and Advertising Injury Liability	\$1 Million each offense, \$1 Million annual aggregate	
	11. Professional Liability	\$1 Million per occurrence/claim	
	12. Architects and Engineers	\$1 Million per occurrence/claim	
	13. Asbestos Removal Liability	\$2 Million per occurrence/claim	
	14. Medical Malpractice	\$1 Million per occurrence/claim	
	15. Medical Professional Liability	\$1 Million per occurrence/claim	
	16. Dishonesty Bond		
	17. Builder's Risk	Provide Coverage in the full amount of contract	

Required Coverage(s)	Limits (Figures denote minimums)	Bidders Limits/Response
18. XCU (Explosive, Collapse, Underground) Coverage		
19. USL&H (Long Shore Harbor Worker's Compensation Act)		
20. Contractor Pollution Liability	\$2 Million per occurrence/claim	
21. Environmental Impairment Liability	\$2 Million per occurrence/claim	
22. Pollution	\$2 Million per occurrence/claim	
X 23. Carrier Rating shall be Best's Rating of A-VII or its equivalents		
X 24. Notice of Cancellation, non-renewal or material change in coverage shall be provided to City at least 30 days prior to action.		
X 25. The City shall be named Additional Insured on all policies		
X 26. Certificate of Insurance shall show <u>Solicitation Title</u> Residential General Contractor Services for the Nueva Valley Subdivision		

*If offeror's employees will be using their privately owned vehicles while working on this contract and are privately insured, please state that fact in the **Bidders Limits/Response** column of the insurance checklist.

BIDDER'S STATEMENT:

If awarded the contract, I will comply with contract insurance requirements.

Vendor Name

Signature of Authorized Agent Date

Title of Authorized Representative

Print Name of Authorized Agent