



Macon-Bibb County, Georgia

INVITATION FOR BIDS

FOR

Residential Roof Repair for Three (3) Houses 910-66

BID NUMBER: 15-055-NT

ISSUED: March 2, 2015

BIDS DUE NO LATER THAN 12:00 NOON ON THURSDAY, March 12, 2015

Macon-Bibb County Procurement Department
682 Cherry Street
Suite 800
Government Center Annex
Macon, Georgia 31201

**Residential Roof Repair
for
Five (3) Houses**

I. GENERAL

A. Invitation

1. Notice is hereby given that the Macon-Bibb County Board of Commissioners will receive sealed bids in the Procurement Department, Suite 800, Macon-Bibb Government Center Annex, 682 Cherry Street, Macon, Georgia 31201, until **12:00 o'clock NOON** at the time legally prevailing in Macon, Georgia on Thursday, March 12, 2015 for **Residential Roof Repair for Five (3) Houses** for the Macon-Bibb Economic and Community Development County, Georgia.
2. **NO BIDS WILL BE ACCEPTED AFTER THIS DESIGNATED TIME.**
3. Bids will be publicly opened in the Macon-Bibb County Procurement Department Conference Room on Thursday, March 12, 2015 at 2:00 pm.
4. Minority, Women Owned and other Disadvantaged Business Enterprises are encouraged to participate in the solicitation process. Additionally, respondents are encouraged to use M/W/DBE subcontractors where possible. Small and other disadvantaged businesses requiring assistance with the competitive process can contact Dr. James Louis Bumpus, Director of Small Business Affairs at (478) 951-2192 or jbumpus@maconbibb.us .

B. Bid Documents

1. Bid documents may be examined and obtained at the Macon-Bibb County Procurement Department, Suite 800, Government Center Annex, 682 Cherry Street, Macon, Georgia 31201, by calling (478) 803-0536, or may be viewed and downloaded from the Macon-Bibb County Procurement Page www.maconbibb.us/purchasing

C. Sealed Bids

1. Envelopes shall be identified on the outside as
“15-055-NT Residential Roof Repair for Five (3) Houses”
and delivered by hand or mailed to:

Macon-Bibb County Procurement Department
682 Cherry Street Suite 800
Macon, Georgia 31201

D. Local Preference

1. Macon-Bibb County reserves the right to award bids to County businesses and merchants whose bid is within five percent (5%) of the lowest responsive and responsible non-local bid which conforms in all respects to this Invitation for Bids.

E. Validity

1. No bid may be withdrawn for a period of sixty (60) days after time has been called on date of bid opening.

F. Contract Award

1. The contract, if awarded, will be based on an individual basis or whichever award serves the best interest of Macon-Bibb County or the funding source.
2. Guidelines in the award of this contract will be Section 36-10-2.2, Official Code of Georgia Annotated.
3. Upon award of the Contract, a pre-construction meeting will be held to discuss the project and to establish a schedule of work.

G. Excise Taxes

1. Any material that is to be incorporated into the work of this project may be consigned to Macon-Bibb County in care of the contractor. If the shipping papers show clearly that any such materials is so consigned, the shipment shall be exempt from the tax on transportation of property under the provisions of Section 3478(b) of the Internal Revenue Code, as amended by Public Law 180-78th Congress.
2. The Contractor shall pay all transportation charges.
3. Each bidder shall take this exemption into account in calculating his bid.

II. INSTRUCTIONS TO BIDDERS

A. Definitions

1. Wherever the term "Owner", "County", or "Macon-Bibb County" occur in these specifications, it shall mean Macon-Bibb County, a political subdivision of the State of Georgia acting through the Macon-Bibb County Board of Commissioners.
2. Wherever the term "work" occurs in these specifications, it shall mean the work as defined herein, including, all labor, materials, equipment, transportation, and supervision necessary to complete the contract.

B. Bidder's Representation

1. Each bidder, by making his bid, represents that he has:
 - a) Read and understands the bidding documents; and,
 - b) Visited the site and become familiar with the local conditions under which the work is to be performed.
 - (1) Bidders shall examine the areas wherein work of this project is to be carried out and shall take into consideration all conditions that might affect his work.
 - (a) Failure of the bidder to inspect firsthand the areas affected by work in this project shall not relieve him of the obligation to comply fully with the scope of the work as defined herein.
 - (b) No consideration will be given any claim based on lack of knowledge of existing conditions, except where the Contract Documents make definite provisions for adjustment of cost or extension of time due to existing conditions that cannot be readily ascertained.

C. Document Discrepancies

1. Should the bidder find discrepancies in, or omissions from the documents, he shall at once notify the Macon-Bibb County Procurement Department.
2. Requests for Interpretations of Specifications shall be made in writing to the Macon-Bibb County Procurement Department not later than five (5) days prior to receipt of bids, email preferred, to ntharpe@maconbibb.us.
3. Any subsequent instructions to bidders will be issued in the form of addenda to the specifications and sent to the bidder. All addenda shall be enumerated in the Bid Form.
4. All definitions set forth in the specifications are applicable to this Instruction to Bidders, the Bid Form and the proposed Contract Documents including, but not limited to, drawings, project manual, and any addenda issued prior to receipt of bids.
 - a) Addenda are written or graphic instruments issued prior to the execution of the Contract that may modify or interpret the bidding documents by deletion, additions, clarifications or corrections.
 - b) Addenda will become part of the Contract Documents when the Contract is executed.

D. Submittals

1. In order for bids to be considered, the complete bid document package shall be submitted including each of the following completed **Required Submission Documents**.
 - a) Bid Form (included in Attachment A)
 - b) Bidder Information Form
 - c) Bidder's Qualification Form
 - d) List of Sub-Contractors
 - e) Bidder Minority Participation Goal
 - f) Financial & Legal Stability Statement
 - g) Insurability Statement
 - h) E-Verify Affidavit
 - i) Title VI – Non-Discrimination Notice

E. Reservations

1. The bidder acknowledges that Macon-Bibb County reserves full freedom (in addition to the right to reject any and all bids) in awarding bids to consider all available factors including, but not limited to, price, the provision of needed and unneeded features, usefulness to the using department and prior County experience. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to furnish any required submittals on the date required by the bidding documents, or if the bid is in any way incomplete or irregular. Hence the County may award bids to other than the lowest bidder if in the judgment of the Board of Commissioners the interest of the County will be best served by award to another.

III. SPECIAL CONDITIONS

A. General

1. All work to be performed as part of this specification shall comply with all codes, ordinances and regulations applicable to the contract, including, but not limited to:
 - a) International Building Code
 - b) State and Local Building Code
 - c) Georgia Department of Transportation (D.O.T.)
 - d) Occupational Safety and Health Administration (OSHA)
 - e) Other Federal, State, or Local Codes

B. Layout of Work

1. The Contractor shall verify all existing conditions and contiguous work and lay out his work there from, providing for himself all other necessary measurements, lines and levels, and shall assume the responsibility for the correctness of the layout of the work.

C. Work Area

1. The Contractor shall confine his operations to as small an area as possible, using only the areas designated for on-site storage.
2. The Contractor shall protect all surrounding adjoining private and public property, taking every precaution to prevent damage or injury to trees, shrubs, curbs, sidewalks, driveways and fences along or adjacent to the work. Should damage occur, the Contractor shall restore, at his expense, any such property damage or injuries by his operations to a condition equal to that existing before such damage or injury was done, by repairing, rebuilding or otherwise restoring as may be directed by, and to the satisfaction of the Owner.
3. In case of failure on the part of the Contractor to restore such property, or make good such damages or injury, the Owner may, after forty-eight (48) hours written notice, proceed to repair, rebuild, or otherwise restore such property as may be deemed necessary, and the cost thereof shall be deducted from any monies due or which may become due the contractor under this contract.

D. Vandalism

1. The Contractor shall take every precaution not to leave equipment and materials where they can be reached and used for defacing new or existing work at any time.

E. Extension of Time

1. In the event the work under this project is delayed by neglect, delay, or default of any other Contractor or the Owner, or by any damage which is the result of an Act of God, or by a general strike of the employees, the Contractor shall have reason to claim for delay and request an extension of time to complete the contract.

F. Inspection

1. Inspectors may be appointed to inspect all materials used and all work performed. Such inspection may extend to all or any part of the work and to the preparation of manufacture of the materials to be used. The inspectors will not be authorized to revoke, alter, enlarge or relax the provisions of this specification, nor will they be authorized to approve or accept any portion of the completed work or to issue instruction contrary to the plans and specifications. The inspector shall have authority to reject defective material and to suspend work that is being improperly done, subject to the final decision of the Inspector.
2. It is mutually agreed between the parties to the contract that to prevent all disputes and misunderstandings between them in relation to any of the provisions contained in these specifications, or their performance by either of said parties, the Owner shall serve as the referee to decide all matters of construction of the specifications and of the terms of the contract, and as to all matters arising or growing out of said contract and his decision shall be final and binding upon both parties.
3. The Owner and his inspectors shall have free access to all parts of the work, and to all material intended for use in the work. The work will be inspected as it progresses, but failure to reject or condemn defective work at the time it is done will in no way prevent its rejection whenever it is discovered before the work is finally accepted and approved, nor will final acceptance and approval constitute waiver by the County of any right of action for defective work or the failure to perform the contract according to its terms.

IV. EXECUTION

A. General

1. It is the intent of this specification to provide for the Residential Roof Repairs, for the Macon-Bibb County Government, Macon, Georgia.

B. Specifications

1. The Contractor shall provide all services as outlined in Attachment "A"- Specifications, attached hereto and incorporated herein.

V. WARRANTY

- A. The Contractor shall guarantee all labor and workmanship for minimum of one (1) year from date of completion.

BID FORM

Macon-Bibb County Board of Commissioners
Ms. Nyesha Daley, MBA, CPPB
Macon-Bibb County, Procurement Dept.
682 Cherry Street, Suite 800
Macon, Georgia 31201

DATE: _____

Re: **15-055-NT Residential Roof Repair for Five (3) Houses**
Macon-Bibb County
Bibb County, Georgia

Dear Ms. Daley:

1. We have examined the Specifications, related documents and the site of the proposed Work, and are familiar with all the conditions surrounding this project, including the availability of materials and labor, and hereby bid to furnish all materials and labor, and to complete the project in accordance with the Contract Documents, within the time set forth herein, and at the prices stated below. These prices are to cover all expenses incurred in performing the Work required under these Specifications, of which this bid is part.
2. ADDENDUM RECEIPT:
 - a. We acknowledge our responsibility to ensure that all addenda have been received prior to the submission of a bid.
 - b. Bidder acknowledges receipt of the following addenda:
Addendum No. _____ Dated _____
Addendum No. _____ Dated _____
3. We agree to commence actual physical work on site, with an adequate force and equipment within the timeframe presented in the specifications and to complete fully all work within the stated timeframe following notice to proceed.
4. We agree that this bid may not be revoked or withdrawn after the time set for the opening of bids and shall remain open for acceptance for a period of sixty (60) days following such time.
5. In case of written notification by mail, telegraph, or delivery of the acceptance of this bid within sixty (60) days after the time set for the opening of bids, the undersigned agrees to execute within ten (10) days a Contract for the Work for the below stated compensation.
7. We hereby certify that we have not, nor has any member of the firm(s) or corporation(s), either directly or indirectly, entered into any agreement, participated in any collusion, nor otherwise taken any action in restraint of free competitive bidding in connection with this submitted bid.
8. We understand the total bid price listed below to be inclusive of all materials, labor, equipment, and other provisions necessary to provide the services in accordance with the associated specification.

Attachment "A"
Specifications, Guidelines, and Cost Summary

Residential Home Roof Repairs

Work Write-Up
2015 00061 Bennett
Maurice Bennett
2994 Emerson Circle
Macon, Georgia 31206
Cell Phone: 478 978-9268/478 978-6101

Monday, February 2, 2015
Location
Prepared by: Sitten/Thurman

GENERAL REQUIREMENTS

01.0025 **Permits and Licenses**

Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current licenses required by the State, County and City.

01. 0050 **Code Compliance**

All materials and methods of construction related to work performed on this project must comply with locally adopted code requirements and must meet with the approval of local code enforcement officials.

01. 0075 **Insurance Requirements**

The Contractor shall maintain such insurance as will protect him from claims for damages for personal injury, including death, which may arise from work performed on this project, whether such work be by himself or by any subcontractor or any one directly or indirectly employed by either of them. Contractor shall present Program Administrator with certificate of insurance evidencing comprehensive public liability insurance coverage not less than \$100,000/300,000 in the event of bodily injury including death and 50,000/100,000 in the event of property damage arising out of the work performed by the Contractor. Worker's Compensation insurance if required by State law, Program Administrator or homeowner.

01.0150 **Contractor to verify Measurements, Sizes and Quantities**

All measurements, sizes and quantities in this Work Write-up are APPROXIMATE. The Contractor is responsible for verifying exact measurements, sizes and quantities prior to submitting a quote.

01.0200 **Workmanship and Material Standards**

Contractor to perform work specified in Work Write-up I a high-quality good-workmanlike manner using specified materials or approved equals. Materials must be 1) high quality, 2) installed in accordance with manufacturer's specs and 3) meet requirements of code inspections.

01.0225 General Warranty Materials installed and work performed shall have a one year Contractor warranty from the date of final acceptance of the work by the Program Administrator.

Attachment "A"
Specifications, Guidelines, and Cost Summary

01.0250 **Scheduling Work**

Contractor to schedule work between 8:00am and 6:00pm Monday through Friday. Requests to work before these hours and on weekends must be approved by the homeowner and program administrator.

01.0275 **Compliance inspections**

Contractor to call Program Administrator for inspection of all work that will be concealed from view following completion of work on that Item. Check each spec to see if a Compliance inspection is required. Work concealed without an inspection may cause payment delays and denials.

01.0325 **Protect House Contents from Damage during Work**

Contractor shall take steps to protect house and contents from damage during project.

01.0350 **Repair Damage Caused to Property during Work**

Contractor is responsible for professionally repairing or replacing building and site components damaged as a result of construction activity.

01.0375 **Prime Bare Wood**

The exposed face of all newly installed wood and all wood scraped down to bare wood must be primed with appropriate primer.

01.0475 **Reduce Airborne Dust during Construction**

Contractor to take steps necessary to reduce and contain airborne dust created during construction, demolition and removal of defective paint. Wet scrape if removing defective paint. Do Not use electric sanders or torches to remove paint. Contractor and workers are encouraged to wear protective clothing and respirators and to follow hygiene procedures approved by OSHA.

01.0500 **GENERAL CLEANUP**

CONTRACTOR TO PROVIDE CLEAR AND SAFE PASSAGE WAYS IN AND AROUND STRUCTURE DURING PROJECT. CONTRACTOR TO REMOVE DEBRIS AND BUILDING MATERIALS FROM IN AND AROUND STRUCTURE BEING REPAIRED TO LEGAL DUMP SITE REGULARLY AND AT THE END OF THE PROJECT.

Attachment "A"
Specifications, Guidelines, and Cost Summary

35.0325 **Remove All Roof Covering Material down to Sheathing**

Remove all roof covering material down to roof sheathing or furring strips. Remove all debris to legal dump site. Take precautions to protect plants, shrubs trees fences from damage during removal.

SF _____

35.0375 **Replace Up to 10% of Roof Decking**

Replace up to 10% of any rotten, badly warped or broken roof decking and nailers. Material shall match remaining material as closely as possible. Call Program Administrator for compliance inspection.

SF _____

35.0925 **Install New Shingles on Roof Decking**

Install 15 lbs. asphalt saturated felt and new 220 lbs. or heavier class A three tab fiberglass self-sealing strip shingles on top of roof decking using 8 nails per shingle. Install starter course at edges of roof. Shingles to have a 20 year limited manufacturer's warranty. Install metal flashing tucked behind siding at intersections of roof and walls. Install galvanized metal flashing tucked securely and at least 1/2" into masonry nits of chimneys. Program Administrator will select color

SF _____

35.1075 **Install Ridge Vent**

Install continuous metal ridge vent along ridge lines of roof. Stop vents 18" from end of ridge line or from intersections of ridge lines. Make sure decking at ridge line is cut back at least 1" from edge of ridge pole so that the attic can ventilate.

(1) 6 FT _____

*****Install Drip Edge to Entire Perimeter of Home*****

COST SUMMARY

Material – Labor _____

Overhead and Profit @ _____ % _____

Total Cost _____

Attachment "A"
Specifications, Guidelines, and Cost Summary

Work Write-Up
2015 0062 Cole

Richard Cole
1328 Schley Street
Macon, Georgia 31206
Home Phone: 478 785-9918
Cell Phone: 478 787-9384

Monday, February 02, 2015
Location
Prepared by: Sitten/Thurman

GENERAL REQUIREMENTS

01.0025 **Permits and Licenses**

Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current licenses required by the State, County and City.

01. 0050 **Code Compliance**

All materials and methods of construction related to work performed on this project must comply with locally adopted code requirements and must meet with the approval of local code enforcement officials.

01. 0075 **Insurance Requirements**

The Contractor shall maintain such insurance as will protect him from claims for damages for personal injury, including death, which may arise from work performed on this project, whether such work be by himself or by any subcontractor or any one directly or indirectly employed by either of them. Contractor shall present Program Administrator with certificate of insurance evidencing comprehensive public liability insurance coverage not less than \$100,000/300,000 in the event of bodily injury including death and 50,000/100,000 in the event of property damage arising out of the work performed by the Contractor. Worker's Compensation insurance if required by State law, Program Administrator or homeowner.

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All measurements, sizes and quantities in this Work Write-up are APPROXIMATE. The Contractor is responsible for verifying exact measurements, sizes and quantities prior to submitting a quote.

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Contractor to perform work specified in Work Write-up I a high-quality good-workmanlike manner using specified materials or approved equals. Materials must be 1) high quality, 2) installed in accordance with manufacturer's specs and 3) meet requirements of code inspections.

01.0225 General Warranty Materials installed and work performed shall have a one year Contractor warranty from the date of final acceptance of the work by the Program Administrator.

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Specifications, Guidelines, and Cost Summary

01.0250 **Scheduling Work**

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01.0500 **GENERAL CLEANUP**

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SF _____

35.0425 **Replace up to 20% of Roof Decking**

Replace up to 20% of any rotten, badly warped or broken roof decking and nailers. Material shall match remaining material as closely as possible. Call Program Administrator for Compliance Inspection.

SF _____

35.0925 **Install New Shingles on Roof Decking**

Install 15 lbs. asphalt saturated felt and new 220 lbs. or heavier class A three tab fiberglass self-sealing strip shingles on top of roof decking using 8 nails per shingle. Install starter course at edges of roof. Shingles to have a 20 year limited manufacturer's warranty. Install metal flashing tucked behind siding at intersections of roof and walls. Install galvanized metal flashing tucked securely and at least 1/2" into masonry nits of chimneys. Program Administrator will select color

SF _____

35.1075 **Install Ridge Vent**

Install continuous metal ridge vent along ridge lines of roof. Stop vents 18" from end of ridge line or from intersections of ridge lines. Make sure decking at ridge line is cut back at least 1" from edge of ridge pole so that the attic can ventilate.

(1) 6FT _____

***** **APPLY DRIP EDGE TO THE PERIMETER OF THE ROOF** *****

COST SUMMARY

Material – Labor _____

Overhead and Profit @ _____ % _____

Total Cost _____

Attachment "A"
Specifications, Guidelines, and Cost Summary

Work Write-Up
2015 0063 Lee-Danielly

Hattie Lee-Danielly
1172 Washington Street
Macon, Georgia 31204
Home Phone: 478 477-3543
Cell Phone: 478 719-2123

Monday, February 02, 2015
Location
Prepared by: Sitten/Thurman

GENERAL REQUIREMENTS

01.0025 **Permits and Licenses**

Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current licenses required by the State, County and City.

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01.0500 **GENERAL CLEANUP**

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Specifications, Guidelines, and Cost Summary

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SF _____

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Replace up to 20% of any rotten, badly warped or broken roof decking and nailers. Material shall match remaining material as closely as possible. Call program Administrator for compliance inspection before covering.

SF _____

35.0925 **Install New Shingles on Roof Decking**

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SF _____

35.1075 **Install Ridge Vent**

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(1) 6FT _____

20.0075 **Trim Tree Overhanging Roof**

Trim tree limbs overhanging roof so that a vertical clearance of about 5 feet exists between the roof plane and any remaining tree limbs. Clean leaves and debris from roof. Remove debris to legal dump site.

*****APPLY DRIP EDGE AROUND THE PERIMETER OF THE ROOF *****

COST SUMMARY

Material – Labor	_____
Overhead and Profit @ _____%	_____
Total Cost	_____

**Please include prices on
Cost summary sheets
included in Attachment "A"**

BIDDER INFORMATION

Company Name:	
Company Address:	
Authorized By (typed or printed name):	
Title:	
Authorized Signature:	Date:
Telephone Number:	
Fax Number :	
Email Address:	

REMITTANCE INFORMATION (where payments should be sent)

Remit to Name:			
Remit to Address:			
City:	State:	Zip:	County:
Phone:	Fax:	Toll Free:	
Contact:		Email:	
Tax ID: <input type="checkbox"/> SSN _____ Federal Tax ID _____			
Business Type: <input type="checkbox"/> Individual <input type="checkbox"/> Business <input type="checkbox"/> Misc.			

PURCHASE ORDER INFORMATION (where purchase orders should be sent)

Purchase Order Name:			
Purchase Order Address:			
City:	State:	Zip:	County:
Phone:	Fax:	Toll Free:	
Contact:		Email:	
Payment Terms: Discount _____% No. Days _____ Net Due _____			
Freight Terms: Ship Via: _____ FOB _____			

MBE/DBE/WBE STATUS (check appropriate box(es))

<input type="checkbox"/> African American	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Native American	<input type="checkbox"/> Asian American
<input type="checkbox"/> Disabled	<input type="checkbox"/> Veteran	<input type="checkbox"/> Woman-Owned	<input type="checkbox"/> Not-Applicable

Required Submission Documents

BIDDER QUALIFICATION FORM

Company Name: _____

Address: _____

When Organized: _____ Where Incorporated: _____

How many years have you engaged in business under the present firm name? _____

Credit available for this contract? _____

Contracts now in hand? _____

Has bidder ever refused to execute a contract at the original bid amount? _____

Has bidder ever been declared in default on a contract? _____

Comments: _____

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

References

Following is a reference list of contracts that are similar to this project:

NAME OF PROJECT/DATE	LOCATION	CONTACT	PHONE #
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201_____

My Commission Expires: _____

Notary Public

[NOTARY SEAL]

Required Submission Documents

FINANCIAL & LEGAL STABILITY STATEMENT

Please check appropriate item(s):

Firm has the financial capability to undertake the work and assume the liability required if awarded this solicitation.

Firm has the legal capability to undertake the work and assume the responsibilities required if awarded this solicitation.

Pending litigations (if any) will not affect the firm's ability to perform on this contract, if awarded.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

_____ DAY OF _____, 201____ My Commission Expires: _____

Notary Public

[NOTARY SEAL]

Required Submission Documents

INSURABILITY STATEMENT

Please check appropriate item(s):

___ By submission of this form, this firm confirms the ability to acquire and maintain the required levels of insurance as outlined in the bid document. It is the understanding of this firm that proof of Insurance must be provided prior to contract execution and maintained throughout the entire term of the contract.

Company Name: _____

Authorized By (typed name): _____

Authorized Signature: _____

Title: _____ Date: _____

SUBSCRIBED AND SWORN

BEFORE ME ON THIS THE

____ DAY OF _____, 201____ My Commission Expires: _____

[NOTARY SEAL]

Notary Public

Required Submission Documents



GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT AFFIDAVIT

Contract No. and Name: _____

Name of Contracting Entity: _____

By executing this affidavit, the undersigned person or entity verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm, or corporation which is contracting with Bibb County has registered with, is authorized to participate in, and is participating in the federal work authorization program commonly known as E-Verify,* in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91.

The undersigned person or entity further agrees that it will continue to use the federal work authorization program throughout the contract period, and it will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the undersigned with the information required by O.C.G.A. § 13-10-91(b).

The undersigned person or entity further agrees to maintain records of such compliance and provide a copy of each such verification to Bibb County at the time the subcontractor(s) is retained to perform such service.

Check if exempt

EEV/E-Verify™ User Identification Number

Date of Authorization

By: Authorized Officer or Agent
(Name of Person or Entity)

Date

Title of Authorized Officer or Agent

Printed Name of Authorized Officer or Agent

SUBSCRIBED AND SWORN
BEFORE ME ON THIS THE

_____ DAY OF _____, 201_____

My Commission Expires: _____

Notary Public

[NOTARY SEAL]

* or any subsequent replacement operated by the United States Department of Homeland Security or any equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, pursuant to the immigration Reform and Control Act of 1986 (IRCA), P.L. 99-603.



NON-DISCRIMINATION NOTICE (Title VI)

During the performance of this Agreement, _____, (hereinafter in this section “the Party”), for itself, its assignees and successors in interest, agrees as follows:

A. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

- 1) **Compliance with Statutes:** The Party shall comply with all statutes relative to non-discrimination, Title VI of the Civil Rights Act of 1964, and O.C.G.A. §§ 34-5-3, 45-19-29, 34-1-2, 46-9-251, as they may be amended (hereinafter referred to as the “Statutes”), which are incorporated by reference and made a part of this Agreement.
- 2) **Non-discrimination:** The Party, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of sex, race, color, or national origin in the selection and retention of sub-contractors, including the procurement of materials and leases of equipment. The Party shall not participate either directly or indirectly in the discrimination prohibited by O.C.G.A. § 34-5-3.
- 3) **Solicitations for Sub-contracts, Including Procurement of Materials and Equipment:** In all solicitations, whether by competitive bidding or negotiation by the Party for work to be performed under a sub-contract, including procurement of materials or leases of equipment, any potential sub-contractor or supplier shall be notified by the Party of the Party’s obligations under this Agreement and the Statutes relative to non-discrimination.
- 4) **Information and Reports:** The Party will provide all reports and information required by the Statutes, or directives issued pursuant thereto, and permit access to its books, records, accounts, other sources of information and its facilities as may be determined by Macon-Bibb County’s Board of Commissioners to be pertinent to ascertain compliance with the Statutes and directives. Where any information required of the Party is in the exclusive possession of another who fails or refuses to furnish this information, the Party shall so certify to Macon-Bibb County’s Board of Commissioners as requested, setting forth what efforts it has made to obtain the information
- 5) **Sanctions for Non-compliance:** In the event of the Party’s non-compliance with the non-discrimination provisions of this Agreement, Macon-Bibb County’s Board of Commissioners may impose sanctions as it determines appropriate, including, but not limited to,
 - a. Withholding payments to the Party under the Agreement until Party complies, and/or
 - b. Cancellation, termination or suspension of the Agreement, in whole or in part.
- 6) **Incorporation of Provisions:** The Party will include the provisions of paragraphs 1 through 6, in every sub-contract, including procurement of materials and leases of equipment, unless exempt by the Statutes or directives issued pursuant thereto. The Party will take such action with respect to any sub-contract or procurement as Macon-Bibb County’s Board of Commissioners may direct to enforce such provisions including sanctions and non-compliance. Provided, however, that in the event that the Party is sued or threatened with litigation by a sub-contractor or supplier as a result of such direction, the Party may

NON-DISCRIMINATION NOTICE (Title VI CONT'D.)

Request that Macon-Bibb County's Board of Commissioners to enter into the litigation to protect the interest of Macon-Bibb County, and in addition, the Party or Macon-Bibb County may request the State to enter into such litigation to protect the interests of the State.

B. COMPLIANCE WITH THE OFFICIAL CODE OF GEORGIA FAIR PRACTICES, O.C.G.A. § 45-19-20 ET SEQ.

In accordance with O.C.G.A. § 45-19-20, the Party agrees that for this Agreement all hiring will be made on the basis of merit and qualifications and that there will be no discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the Agreement.

C. COMPLIANCE WITH AMERICANS WITH DISABILITIES ACT (ADA)

- 1) The Party will comply with all regulations relative to implementation of the AMERICANS WITH DISABILITIES ACT, 42 U.S.C. § 12101.
- 2) The Party will incorporate and communicate the intent of the following statement in all publications, announcements, video recordings, course offerings or other program outputs: **“The Party will provide reasonable accommodations for any known disability that may interfere with a person in participating in any service, program or activity offered by the Party. In the case of documents, recordings or verbal presentations, alternative accessible formats will be provided. For further information call the Party.”**
- 3) Any video recordings produced and created under contract and/or agreement will be closed-captioned.

Signature

Title

Firm Name

Street/Mailing Address

City/State/Zip Code

Telephone Number

E-Mail Address