

## NOTICE TO BID

**DATE:** July 24, 2023  
**TO:** Qualified Bidders  
**FROM:** Africatown Redevelopment Corporation  
**PROJECT:** New Residential  
Construction  
**PROJECT LOCATION:** 812 Susie Ansley St., Mobile, Alabama 36610

Notice is hereby given that sealed bids will be received by the Africatown Redevelopment Corporation (ARC) in its office located at 1866B Government St. Mobile, AL 36606 until 12:00 p.m., CST, August 16, 2023, for the above stated construction project.

Bids will be publicly opened and read at 12:05 p.m., CST. All bids received after the specified time will be automatically rejected and returned unopened. No bid may be withdrawn for a period of 60 days after the scheduled opening time. Africatown Redevelopment Corporation reserves the right to reject any and all bids and to waive informalities in this bidding.

Each bidder (person, firm or corporation) shall have a business license issued by the City of Mobile's Revenue Department and a residential contractor's license issued by the Alabama Home Builders Licensure Board (a general contractor's license with a Home Builders license will also be acceptable). All Bids must be accompanied by a copy of the bidder's Alabama Home Builders License and Certificate of Commercial General Liability Insurance. Bids must be submitted on bid forms provided or copies thereof.

Minority-owned and women-owned businesses are encouraged to Bid.

In addition to a lump sum, all bids must contain a schedule of values.

**Bid documents can be examined or obtained at [www.AtownRC.com](http://www.AtownRC.com), 1866B Government St. Mobile, AL 36606,**

**A Pre-Bid Meeting will be held on August 2, 2023 at 12:00-2:00 p.m., CST at the project location.**

## REQUEST FOR BIDS

**DATE:** July 24, 2023  
**TO:** Qualified Bidders  
**FROM:** Africatown Redevelopment Corporation, Inc.  
**PROJECT:** New Residential Construction

**PROJECT LOCATION:** 812 Susie Ansley St., Mobile, AL 36610  
**BID OPENING:** 12:05 p.m., CST, July 26, 2023  
Africatown Redevelopment Corporation  
1866B Government St., Mobile, AL 36606

### PROJECT

Africatown Redevelopment Corporation, Inc., requests bids from duly licensed Alabama Homebuilders or General Contractors in possession of a Homebuilders License for the construction of a new single-family home on property located at, **812 Susie Ansley St, Mobile, AL 36610**. All bids must follow the architectural specifications.

**A Pre-Bid Meeting will be held on August 2, 2023, at 12:00-2:00 p.m., CST. at the project location.**

### DISCLOSURES

This project is funded in part by a grant to Mobile County from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as authorized by the American Rescue Plan Act (ARPA). The successful bidder will be required by the terms of the contract to follow all applicable federal regulations, including, but not limited to, those attached herein as Exhibit A, "Federal Conditions."

### REQUIRED INFORMATION

In order for the Bid to be considered, Bidders must supply all of the information listed below. References will be checked.

- **Prior Residential Construction.** Please identify three residential construction projects in which the Bidding Company has been the prime contractor in the last two years. Please list the owner and a reference for each location.
- **Schedule of values / bid forms.** Draw requests will follow the schedule of values.
- **Construction Schedule.** Completion of a Schedule of Values Form (attached) is required. Draws will be determined according to the Schedule of Values.

- **Licenses.** Please attach a copy of the bidding firm's City of Mobile business license and Alabama Homebuilder's license.
- **Insurance Requirements.**
  - a) Proof of commercial general liability policy and worker's compensation.
  - b) Successful bidder will be required to procure builder's risk insurance specifying location of property being covered and naming ARC as additional insured with 30-day cancellation notice.

### **BID DOCUMENTS**

Included in the Bid Package are: 1) The Architect's Plans and Specifications: 24 x 36 Drawings and 2) Bid Form, Bid Announcement and Schedule of Values Form.

### **EVALUATION**

Bids will be evaluated based on the price, builder's experience and timeline for project initiation and construction.

**BID FORM - STIPULATED PRICE**

Date: .....  
.....

B i d d e r / ..... C o m p a n y

Representative: .....

B i d d e r / ..... C o m p a n y

Name: .....

Address: .....

.....

C i t y / S t a t e / Z i p

Code: .....

T e l e p h o n e :

.....Fax:.....

.....

Email: .....

**OFFER: BASE BID**

Having examined the place of the work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by Africatown Redevelopment Corporation, Inc., for the above-referenced project,

**We, the undersigned, hereby offer to enter into a Contract to perform the work for the Sum of: \$ \_\_\_\_\_ . Attached, please find the schedule of values.**

In addition to the work shown on the Architect's Plans and Specifications, the Base Bid Price shall include all required fees and permits, including utility fees, and all applicable federal, State of Alabama, County and local taxes.

This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.

**CONTRACT TIME**

Please certify both of the following:

If this Bid is accepted, we will begin work within \_\_\_\_\_ ( \_\_\_\_\_ )

calendar days from signing the Notice to Proceed. The Notice to Proceed will be issued upon execution of the Contract(s).

If this Bid is accepted, we will complete the work within \_\_\_\_\_ ( ) calendar weeks from Notice to Proceed.

BIDDER

Contractor's State License Number: \_\_\_\_\_  
**Please attach copy of license to this form.**

Current Construction Classification: \_\_\_\_\_

The corporate seal of \_\_\_\_\_  
(Bidder - please print full name of your firm)

was hereunto affixed in the presence of:

\_\_\_\_\_  
(Notary) (Title)

(Seal)

\_\_\_\_\_  
(Authorized signing officer) (Title)

If the Bid is submitted from a joint venture or partnership, please add additional forms of execution for each member of the joint venture in the appropriate form as above.

## **FEDERAL CONDITIONS**

### **Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

#### **1.0 GENERAL**

##### **1.1 FEDERAL INVOLVEMENT:**

The money for this contract has been provided to ARC by Mobile County and is a grant from the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program as authorized by the American Rescue Plan Act (ARPA). Federal involvement imposes certain requirements and restrictions on the Contractor. Among these are compliance with the non-discrimination and equal opportunity laws and Executive Orders, record retention, access to records by federal employees and frequency of audits. It is the responsibility of the Contractor to become knowledgeable of all such requirements.

##### **1.2 INFORMATION FOR BIDDERS:**

1. The bidder is specifically advised that any person, firm, or other party to whom it is proposed to award a Subcontract under this Contract must be acceptable to the Owner and the Department of the Treasury.
2. Access by the grantee, the subgrantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audits, examinations, excerpts, and transcriptions.
3. Retention of all required records for three (3) years after grantee or subgrantees make final payments and all other pending matters are closed.
4. 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 (Pub. L. 94-163).

##### **1.3 SUBCONTRACTS:**

The Contractor and Subcontractors **shall** insert in any subcontracts all requirements of these Federal Conditions (Exhibit 'A').

##### **1.4 INTEREST OF MEMBER OF OR DELEGATE TO CONGRESS:**

No member of or Delegate to Congress, or Resident Commissioner, shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this Contract if made with a corporation for its general benefit.

## **1.5 OTHER PROHIBITED INTERESTS:**

No official of the Owner who is authorized in such capacity on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction, or material supply Contract or any Subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof. No officer, employee, architect, engineer, attorney, or inspector of or for the Owner is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply Contract, Subcontract, insurance Contract, or any other Contract pertaining to the Project.

## **1.6 PROHIBITION AGAINST PAYMENTS OF COMMISSION:**

The Contractor has not employed any person to solicit or procure this contract and has not made, and will not make any payment or any agreement for the payment of any commission, percentage, brokerage, contingent fee, or other compensation in connection with the procurement of this contract.

## **2.0 EQUAL EMPLOYMENT OPPORTUNITY**

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, creed, color, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex or national origin.

3. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 23, 1995, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Contractor and Subcontractors shall comply with all provisions of Executive Order No. 11246 of September 23, 1995 entitled "Equal Employment Opportunity," as amended by Executive order 11375 of October 13, 1967, and as supplemented by Department of Labor regulations (41 CFR 60), and the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Contractor will furnish all information and reports required by Executive Order No. 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 Department of Housing and Urban Development and the Secretary Labor for purposes of investigation to ascertain compliances with such rules, regulations and orders.

6. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of 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 or Federally-assisted construction contracts, in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, or by rule, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provision of paragraphs (1) through (7) in every subcontract or purchase order, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Sector 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by [41 U.S.C. 1908](#), must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under [41 CFR Part 60](#), all contracts that meet the definition of "federally assisted construction contract" in [41 CFR Part 60-1.3](#) must include the equal opportunity clause provided under [41 CFR 60-1.4\(b\)](#), in accordance with [Executive Order 11246](#), "Equal Employment Opportunity" ([30 FR 12319](#), [12935](#), [3 CFR Part, 1964-1965 Comp.](#), p. 339), as amended by [Executive Order 11375](#), "Amending [Executive Order 11246](#) Relating to Equal Employment



Opportunity,” and implementing regulations at [41 CFR part 60](#), “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) [Contract Work Hours and Safety Standards Act \(40 U.S.C. 3701-3708\)](#). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(E) 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.

(F) [Clean Air Act \(42 U.S.C. 7401-7671q.\)](#) and the [Federal Water Pollution Control Act \(33 U.S.C. 1251-1387\)](#), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the [Clean Air Act \(42 U.S.C. 7401-7671q\)](#) and the [Federal Water Pollution Control Act](#) as amended ([33 U.S.C. 1251-1387](#)). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(G) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 ([3 CFR part 1986](#) Comp., p. 189) and 12689 ([3 CFR part 1989](#) Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than [Executive Order 12549](#).

(H) Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#)) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See [§ 200.323](#).

(K) See [§ 200.216](#).

(L) See [§ 200.322](#).

[[78 FR 78608](#), Dec. 26, 2013, as amended at [79 FR 75888](#), Dec. 19, 2014; [85 FR 49577](#), Aug. 13, 2020]