HABITAT SAFE HOME PARTNERS

BIDDING & ONBOARDING PACKET

Thank you for your interest in partnering with Greater Fox Cities Area Habitat for Humanity, Inc. (Habitat).

Habitat welcomes Gift-in-Kind (GIK) contributions as part of or in place of a traditional bid. When including GIK, please show your standard fair-market price and the donated or discounted portion to accurately record and recognize your contribution. Upon request, Habitat will provide an annual charitable contribution statement summarizing recorded GIK.

Below you'll find a summary of our ongoing RFQ process, and the onboarding materials required to become part of our preferred contractor network.

RFQ & Bid Opportunities

- Rehabilitation projects are on Habitat-owned properties and non-owned properties (existing homeowners) in greater Northeastern Wisconsin.
- Habitat accepts contractor qualifications at any time and encourages you to submit outside of project requests.
- Project bids are ongoing, as projects are identified and funding becomes available.
- Qualified partners may be invited to bid on:
    - Approximately 4–8 rehabilitation projects on Habitat-owned properties each year, and
    - Up Words of 40 additional rehabilitation projects annually serving existing homeowners.

How to Submit Onboarding Information or Bids

Contractors may submit onboarding documents and/or project bids using any of the following methods:

- **Mail:** 921 Midway Road, Menasha, WI 54952
- **Email:** constructionbids@foxcitieshabitat.org
- **In person:** During office hours (Mon–Thu 8:30 a.m.–4:00 p.m.; Fri 8:30 a.m.–3:00 p.m.)

Project Specifications

Bidders shall base all labor and material bids on Habitat-provided scopes of work, plans, and specifications for each rehabilitation project. We value our contractor partnerships and welcome input that helps refine project approaches and ensure quality outcomes. In the event of any conflict, the permitted plans and Habitat specifications shall govern. Product substitutions of equal or better quality may be considered with prior written approval.

Important Note:

You may submit a project bid without completing this entire onboarding packet; however, onboarding must be completed or confirmed before any contract is awarded. These materials are provided so all potential partners understand Habitat and applicable funding requirements.

If you wish to submit a bid with an incomplete onboarding packet, or if you are unsure whether your prior-year documents are current, please contact constructionbids@foxcitieshabitat.org.

We are happy to review your proposed bid at any time and support questions.

Thank you,

Heather Fraid
Administrative Coordinator
HeatherF@foxcitieshabitat.org
Office Phone: 920-968-7345

ONBOARDING INFORMATION:

For purposes of this packet, the term "Contractor" is used in a general sense to include companies that provide construction labor or trade services as well as those that supply materials, products, or related services; when a requirement applies only to a particular type of work, that limitation will be stated explicitly in the packet.

Lead Clearance Testing: All projects involving lead-disturbing work require an independent third-party lead clearance test. Contractors must achieve a passing clearance result before the project is considered complete. Final payment will be withheld until written confirmation of a passed clearance test is received and approved by Habitat for Humanity. Failure to pass clearance will require corrective action at the contractor's expense, and payment will remain on hold until satisfactory clearance is obtained.

Document Renewals: Only insurance coverage and Certificates of Insurance (COI) must be renewed and updated based on their expiration dates. All other onboarding documents are maintained by Habitat once signed and generally do not require resubmission; if updates are needed in the future, Habitat will contact you.

Procurement Procedure and Evaluation Criteria

Greater Fox Cities Habitat for Humanity (Habitat) solicits bids for construction-related supplies and subcontracted services, making a good faith effort to include all interested vendors, with strong encouragement for women-owned and minority-owned businesses to participate. Habitat maintains a vendor list and advertises bid opportunities through various channels and partnerships. Bids are evaluated and awarded based on cost; relevant experience; proposed technical approach; compliance with bid requirements; overall quality and clarity of the proposal; and references and past performance.

Billing & Payment: Invoices must be submitted by email to ap@foxcitieshabitat.org or mailed to Accounts Payable at 921 Midway Road in Menasha, Wisconsin. All invoices must include a unique invoice number, the project address (which serves as the purchase order number), an itemized description of goods, services, delivery, or installation, and confirmation that all work or materials have been completed, delivered, installed, or accepted by Habitat. Properly documented invoices will be paid within thirty days of receipt.

Availability: The contractor must be available at the times specified on the building schedule to complete work in a timely manner, as communicated by Greater Fox Cities Area Habitat for Humanity (Habitat). Any delays or back orders need to be communicated promptly.

Warranties: The contractor agrees to provide and support all applicable manufacturer and product warranties. Contractors must offer applicable warranties to be eligible. All warranties are subject to review and approval on a case-by-case basis. For new construction homes, Habitat for Humanity provides a one-year warranty to the homebuyer; however, contractors are required to support and honor this warranty for the portions of work under their responsibility.

Volunteers: The contractor should be aware that volunteers may be present on the job site at various times. Habitat aims to schedule only a limited number of volunteers to minimize interference.

Licensing: The contractor must hold and provide proof of all required licenses from the State of Wisconsin and any applicable trade licenses.

Safety & Regulatory Compliance: The Contractor must comply with all applicable federal, state, and local safety and regulatory requirements. This includes following all Habitat jobsite safety policies, meeting the standards established under OSHA for construction and general workplace safety, and adhering to any additional federal or state safety requirements that may apply when projects are supported by public funding. This comprehensive requirement summarizes and reinforces the safety-related provisions contained in this packet.

Federal & State Funding Requirements: Some projects may be funded in whole or in part with federal or state dollars. As a condition of submitting a bid or entering into a contract with Habitat, the Contractor agrees to comply with all mandatory federal contract provisions included in this packet. These provisions may include requirements related to:

- Nondiscrimination and equal employment opportunity
- Contract Work Hours and Safety Standards
- Environmental regulations, including the Clean Air Act and the Clean Water Act

The Contractor must comply with affirmative action requirements under Executive Order 11246 (1965), Executive Order 13672 (2014), and all associated regulations, or must provide certification of exemption when permitted.

By submitting a bid or quote, the Contractor affirms compliance with federal suspension and debarment rules in 2 CFR Part 180 and confirms that neither the Contractor, its principals, nor its subcontractors are suspended, debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal programs. Habitat will require a signed Suspension and Debarment Certification prior to contract award and will verify the Contractor's status through SAM.gov.

For contracts at or above the applicable federal threshold, currently one hundred thousand dollars, the Contractor must complete a Certification Regarding Lobbying and comply with all related federal lobbying restrictions.

Ethics & Conduct: By submitting a bid, the Contractor agrees to comply with the Habitat for Humanity Ethics Covenant. This covenant is included in the bid packet and becomes a binding part of any contract awarded.

Contractor Status: The Contractor and any individuals employed by the Contractor are not employees of Greater Fox Cities Area Habitat for Humanity. Contractors are treated as independent entities and are solely responsible for any and all subjects related to their organization's operations. Habitat will not withhold income taxes, social security taxes, or other statutory deductions. Contractors are not eligible for employee benefits such as sick leave, vacation, pension contributions, medical insurance, life insurance, or unemployment compensation.

Cause or Convenience: If the Contractor fails to deliver goods or services in accordance with the specifications contained in the bid documents or fails to meet required deadlines, Habitat reserves the right to cancel the contract for cause and award the work to the next most qualified bidder. The Contractor in default may be held liable for any additional costs incurred by Habitat because of the cancellation. Habitat also reserves the right to cancel the contract at its convenience without cause.

Indemnity: If awarded the bid, the Contractor agrees to defend, indemnify, and hold harmless Greater Fox Cities Area Habitat for Humanity from any liabilities, claims, judgments, damages, costs, losses, fees, or expenses arising out of or resulting from work performed under the contract. This includes claims related to bodily injury, sickness, disease, death, or damage to or destruction of property, regardless of cause, except where such claims arise solely from the gross negligence or willful misconduct of Habitat.

IRS Form W-9: A valid IRS Form W-9 must be completed and on file before any payments are made to the Contractor.

Sales Tax Exemption: Greater Fox Cities Area Habitat for Humanity is exempt from Wisconsin state sales tax. Contractors who require a Wisconsin Sales and Use Tax Exemption Certificate (Form S-211) may request one from Habitat.

Insurance Requirements: The Contractor must provide a valid certificate of insurance with the proposal and must maintain all required insurance coverage throughout the duration of the contract. Greater Fox Cities Area Habitat

for Humanity must be listed as an Additional Insured on all applicable policies, and the certificate must clearly indicate this status. All insurance policies and certificates must include an endorsement requiring ten days' written notice to Habitat in the event of cancellation or reduction of coverage. The Contractor must suspend operations immediately upon receiving notice of cancellation or reduction and may not resume work until compliant coverage is reinstated. Upon award of a contract, the Contractor must provide documentation confirming Habitat's status as an Additional Insured. Please direct all questions related to insurance to constructionbids@foxcitieshabitat.org.

Required Coverage & Limits:

GENERAL LIABILITY Required Coverage & Limits	$1,000,000 Each Occurrence
	$10,000 Medical Expense
	$1,000,000 Personal & Advertising Injury
	$2,000,000 General Aggregate
	$2,000,000 Products/Completed Operations Aggregate
AUTOMOBILE LIABILITY Required Coverage & Limits	$1,000,000 Combined Single Liability Per Occurrence Limit, or
	$500,000 Bodily Injury Liability Limit and
	$500,000 Property Damage Liability Limit
UMBRELLA LIABILITY Required Coverage & Limits	$1,000,000 Each Occurrence
	$1,000,000 Aggregate
WORKERS' COMPENSATION Required Coverage & Limits	$100,000 Per Occurrence Employer's Liability Limit
	$100,000 Employer's Liability Disease / Employee
	$500,000 Employer's Liability Disease Policy
Pollution Liability	$1,000,000 Each Occurrence
***Name Habitat as an Additional Insured with respect to work performed**	

We require workers' compensation insurance for all subcontractors, including sole proprietors, to ensure any job site injuries are covered by the contractor's own policy.

Required Forms: The following pages contain the required forms we ask to be completed and submitted. These forms are mandatory prior to any contract award. Our intent is to ensure partners are fully informed of the requirements associated with working with Greater Fox Cities Area Habitat for Humanity (Habitat).

Because Habitat projects often use a mix of private, state, and federal funding, all contractors must complete the federal compliance forms in this packet as part of onboarding. This ensures you are already eligible if a project includes public funds. When additional federal or state requirements apply, Habitat will provide written information about those obligations in advance and will not retroactively apply new requirements to completed work.

Most of the information requested in these forms—such as insurance, licensure, and basic business details—is already part of your standard documentation. Some federal compliance forms may ask for additional certifications (for example, debarment, lobbying, or affirmative action status), and we are always happy to answer questions about these requirements or why they are needed.

Greater Fox Cities Habitat for Humanity Forms:

- ☐ Insurance Requirements for Subcontractors
- ☐ Contractor Checklist & Disclosure Form
- ☐ Ethics and Conduct
- ☐ Contractor Safety Program
- ☐ Proof of valid licensure from the State of Wisconsin
- ☐ Certificate of Insurance meeting all requirements shown in the sample COI
- ☐ Form W-9

Federal Compliance Forms:

- ☐ DHS Lead Company Certification (Wisconsin DHS 163)
- ☐ Lead Blue Card licenses (ID and exp. date) for all staff performing regulated lead work.
- ☐ Federal Compliance Acknowledgement & Agreement
- ☐ Affirmative Action Plan Contract Compliance
- ☐ Subcontractor Debarment Certification
- ☐ Subcontractor Lobbying Certification (Only if >$100,000 Contract)

INSURANCE REQUIREMENTS FOR SUBCONTRACTORS OF Greater Fox Cities Area Habitat for Humanity, Inc., and all affiliated companies

Subcontractors and, unless otherwise specified, each of the subcontractors' subcontractors shall obtain and maintain insurance with coverage and limits as set forth on the attached sample certificate.

- All such insurance shall be carried out by companies rated by A.M. Best as A- or better.
- Policies shall name Greater Fox Cities Area Habitat for Humanity, Inc., all affiliated companies and the owner of said project (if required by contract) as additional insured on the commercial general liability, commercial auto, and umbrella policies as shown on the sample Acord insurance certificate. Additional insured coverage shall apply as primary and non-contributory with respect to any other insurance afforded to the owner and contractor and include products and completed operations with the use of additional insured endorsements CG 2010 (11/85), or a combination of CG 2033 (04/13) and CG 2010 (04/13), or CG 2010 (04/13) and CG 2037 (04/13), or their equivalents.
- The insurance coverage listing Greater Fox Cities Area Habitat for Humanity, Inc. as an additional insured must extend beyond the completion of your work for a minimum of two (2) years.
- Subcontractor shall obtain from each of its insurers a waiver of subrogation on commercial general liability, auto & workers compensation in favor of contractor and owner with respect to losses arising out of or in connection with the work.
- The subcontractor shall not commence work under any agreement until it has obtained all insurance required herein and certificates ensuring such insurance have been submitted to and approved by Greater Fox Cities Area Habitat for Humanity, Inc. Subcontractor shall not allow any of its subcontractors to commence work until such subcontractor has obtained the same insurance.
- Each policy shall ensure that it will not be cancelled or materially altered without ten (10) days of advance written notice, and the certificates of insurance shall so state.
- Subcontractor shall indemnify, hold harmless, and defend Greater Fox Cities Area Habitat for Humanity, Inc., all its agents and employees from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the Performance, or failure in performance, of Subcontractor's Work under this Subcontract, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, intellectual property infringement, or injury or destruction of tangible property (other than the Work itself) including resulting loss of use and (2) is caused in whole or in part by any negligent act or omission of Subcontractor or anyone directly or indirectly employed or anyone whose acts Subcontractor may be liable, or caused by or arises out of the use of any products, materials or equipment furnished by Subcontractor regardless of whether it is caused in part by a party indemnified hereunder.

Business Contracting with: Greater Fox Cities Area Habitat for Humanity, Inc

Printed Name: _____Title: _____

Signature: _____ Date: _____

Business Name: _____

Contractor Checklist & Disclosure Form

Company Name: _____

Company Address: _____

City: _____ State: _____ Zip: _____

EIN (Corporate ID #): _____

WI Business License #: _____

Primary Contact Name(s): _____

Primary Contact Phone(s): _____

Primary Contact Email(s): _____

Billing Contact Name(s): _____

Billing Contact Phone(s): _____

Billing Contact Email(s): _____

QUESTION	YES	NO
Do you have your own tools and equipment to do this job?	☐	☐
Do you have employees?	☐	☐
Do you have Workers' Compensation insurance?	☐	☐
Are your employees on our job sites covered by your Workers' Compensation insurance?	☐	☐
Do you send invoices?	☐	☐
Do you send monthly statements?	☐	☐
Does your business assume financial responsibility for defective workmanship?	☐	☐
Are you a minority-owned or women-owned business?	☐	☐
Do you have a relationship with any Habitat staff or Board member that may create a conflict of interest? If yes, please describe below.	☐	☐

Conflict of Interest Disclosure (if applicable):

_____

Printed Name: _____Title: _____

Signature: _____ Date: _____

Business Name: _____

ETHICS & CONDUCT

We intentionally seek business partners, clients, customers, contractors, vendors, and suppliers who share our commitment to ethical conduct. These expectations outline the minimum standards for all Suppliers working with Habitat for Humanity.

BUSINESS ETHICS: Habitat for Humanity complies with all applicable federal, state, and local laws (including Job Safety & Health, Equal Employment Opportunity, Fair Labor Standards, and Environmental laws). We expect Suppliers to do the same and to maintain business ethics policies that apply to their own employees and subcontractors.

ENVIRONMENTAL PROTECTION: Suppliers must comply with all environmental laws and regulations and maintain procedures to notify local authorities in the event of an environmental incident related to their operations.

QUALITY ASSURANCE: Habitat for Humanity maintains quality through internal and external feedback and customer sign-off on projects. We reserve the right to inspect all goods and shipments and to reject any that are damaged, defective, or do not meet our standards. When items are rejected, the Supplier is responsible for all inbound and outbound freight plus handling charges incurred by Habitat for Humanity.

CORRECTIVE ACTION: If violations are found, Habitat for Humanity and the Supplier will agree on a corrective action plan with timely resolution. If a Supplier is knowingly and/or repeatedly in violation of this Ethics & Conduct Covenant, Habitat for Humanity may impose chargebacks, cancel orders, and/or terminate the business relationship.

GIFTS & GRATUITY POLICY: To avoid conflicts of interest, employees may not accept gifts or entertainment from any Habitat for Humanity customer, supplier, or other business partner unless the gift is sent to the workplace (not the employee's home), is occasional, and is valued at no more than $50 or, if valued at more than $50, is placed in a team or common area for others to share (e.g., fruit baskets, candy), and meals and other business entertainment are held to the same standard of being modest, infrequent, and as reciprocal as reasonably possible.

CONFIDENTIALITY: During the business relationship, Habitat for Humanity and the Supplier may share confidential or proprietary information with one another. "Confidential Information" includes non-public technical, financial, operational, customer, supplier, and business information in any form (oral, written, graphic, or electronic) that is marked confidential, is reasonably understood to be confidential, or is proprietary in nature.
Both parties agree that, during their relationship and after it ends, the recipient will not use or disclose the other party's Confidential Information for any purpose other than the intended business relationship, unless they have prior written consent. This obligation does not apply to information that:

- Was already in the recipient's possession from a source with no duty of confidentiality;
- Becomes publicly available through no fault of the recipient; or
- It is later received from another source with no duty of confidentiality to the disclosing party.

Reporting a Concern: We encourage business partners to ask questions, and report concerns about possible violations of this Ethics & Conduct Covenant. Reports may be made anonymously or by name. All reports will be taken seriously and investigated thoroughly. To ask a question or report a concern, email ethics@foxcitieshabitat.org

I have read and understand the Ethics & Conduct expectations.

Printed Name: _____Title: _____

Signature: _____ Date: _____

Business Name: _____

CONTRACTOR SAFETY PROGRAM

Effective communication between Habitat for Humanity and all contractors is essential to identify hazards and ensure consistent safety practices. This Contractor Safety Program outlines the expectations required to maintain a safe work environment and reduce injuries.

- Provide a safe workplace for all personnel.
- Ensure contractor employees are trained to identify and protect themselves from hazards.
- Communicate Habitat's safety requirements
- Allow contractors to share their own safety procedures.
- Reduce injuries and illnesses through standardized safe work practices.

Contractors must review this Safety Program, available at Construction Resources - Fox Cities Habitat. Suggestions for improvement are welcome to support successful implementation.

Habitats responsibilities

- Protect contract workers performing work near hazardous processes.
- Evaluate contractor safety performance and programs.
- Inform contractors of known hazards.
- Require contractors to develop and follow safe work practices and control access to hazardous areas.
- Ensure contractor compliance with OSHA regulations.
- Periodically assessing contractor performance.
- Require SDS for any hazardous materials brought onsite.

Contractor's responsibilities

- Ensure all employees wear ANSI Z87+ safety glasses on Habitat worksites.
- Comply with all OSHA and applicable safety regulations.
- Train employees in safe work practices and job-specific hazards.
- Enforce Habitat's safety rules.
- Ensure subcontractors meet the same requirements.
- Follow Habitat's tobacco-free property policy.
- Provide current workers' compensation and general liability insurance.
- Comply with all local, state, and federal safety requirements.
- Provide safety records upon request (e.g., recent citations, written safety program details).
- Hold Habitat harmless for any OSHA, EPA, or DHS violations incurred by the contractor or its employees.

Lead-Based Paint (LBP) Requirements

- Use a Wisconsin Certified Lead Company for work disturbing more than 6 sq. ft. of coated surfaces not proven lead-free.
- Ensure all workers performing LBP tasks hold proper certifications.
- Follow all OSHA, DHS, and related regulatory requirements; maintain required records and insurance; and provide documentation to Habitat.

Printed Name: _____Title: _____

Signature: _____ Date: _____

Business Name: _____

Vendor Federal Compliance Acknowledgement & Agreement

This Vendor Federal Compliance Acknowledgment & Agreement ("Agreement") is between Greater Fox Cities Area Habitat for Humanity, Inc. ("Habitat") and the vendor named above ("Contractor").

This Agreement applies to all current and future work Contractor performs for Habitat (including New & Existing Home Construction, Home Repair Services, Facilities, and supply-only work) whenever the work is financed in whole or in part with federal or state funds. By signing below, Contractor acknowledges and agrees as follows:

Applicability of Federal Requirements

- Contractor understands some Habitat projects, contracts, work authorizations, and purchase orders may be funded in whole or in part with federal or state funds (including, but not limited to, HUD/SHOP, CDBG, HOME, or other government programs).
- For any Habitat work or materials funded in whole or in part with federal or state funds, Contractor agrees that the federal requirements in this Agreement apply to that work to the extent required by law or by Habitat's funders.
- Contractor will "flow down" applicable federal requirements from this Agreement to any lower-tier subcontractors performing work on federally funded Habitat projects.

Suspension & Debarment

- Contractor certifies that neither it, its principals, nor any known subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in federal programs.
- Contractor agrees to complete and sign Habitat's Subcontractor Debarment Certification form when requested and to promptly notify Habitat if its status changes during any contract, work authorization, or purchase order with Habitat.
- Contractor understands that Habitat may verify debarment status through SAM.gov or other federal systems.

Equal Employment Opportunity / Nondiscrimination

- Contractor agrees to comply with all applicable Equal Employment Opportunity (EEO) and affirmative action requirements, including, as applicable, Executive Order 11246, Executive Order 13672, and implementing regulations (e.g., 41 CFR Part 60).
- Contractor will not discriminate in hiring, promotion, compensation, termination, or any other employment practice on the basis of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, veteran status, age, or any other status protected under federal, state, or local law.
- Contractor agrees to complete Habitat's Affirmative Action Plan Contract Compliance form and comply with any required federal or state nondiscrimination posting requirements, when applicable.

Minority- and Women-Owned Business Participation

Contractor will use its best efforts, consistent with sound business judgment and the nature of the work, to provide opportunities to minority-owned and women-owned businesses (MBE/WBE) in connection with work performed for Habitat, when practicable and appropriate for the scope of work.

Drug-Free Workplace

Contractor certifies that it will maintain a drug-free workplace consistent with the Drug-Free Workplace Act of 1988 and applicable state law, including:

- Prohibiting the unlawful manufacture, distribution, dispensation, possession, or use of controlled substances at the job site; and
- Taking reasonable steps to ensure a safe, drug-free work environment for employees and subcontractors on Habitat projects.

Anti-Lobbying (Contracts ≥ $100,000)
For any contract, work authorization, or purchase order with Habitat at or above $100,000 that is funded in whole or in part with federal funds:

- Contractor agrees to complete and sign Habitat's Subcontractor Lobbying Certification form when requested.
- Contractor will not use federal funds to lobby or attempt to influence the award, extension, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- If Contractor uses non-federal funds for lobbying related to a federally funded project, Contractor agrees to provide any required disclosures upon request from Habitat or the funder.

Environmental, Wage, and Safety Requirements (If Applicable)

When required by the funding source and identified by Habitat for a specific project, Contractor agrees to:

- Comply with applicable provisions of the Clean Air Act and the Federal Water Pollution Control Act, including any implementing regulations; and
- Not knowingly use facilities that are in serious violation of these laws for performance of Habitat work.

For covered federally funded contracts that involve the employment of mechanics or laborers and meet applicable thresholds under the Contract Work Hours and Safety Standards Act (CWHSSA), Contractor further agrees to:

- Compute wages on the basis of a standard 40-hour work week;
- Pay covered workers at least one and one-half times their basic rate of pay for hours worked over 40 in a work week; and
- Ensure that no laborer or mechanic is required to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous.

Davis-Bacon Act & Copeland "Anti-Kickback" Act (If required)
Habitat will notify Contractor in writing if Davis-Bacon and/or Copeland requirements apply to a specific project and will provide the applicable wage decision and required forms. When a funding program requires compliance with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act, and Habitat informs Contractor that such requirements apply, Contractor agrees to:

- Pay laborers and mechanics not less than the prevailing wage rates and fringe benefits determined by the U.S. Department of Labor for the project;
- Pay covered workers on a weekly basis;
- Comply with all required certified payroll and recordkeeping obligations; and
- Prohibit any arrangement that induces workers to give up any part of their compensation to which they are legally entitled.

Conditional Buy America Preference
Habitat's HUD-assisted projects are single-family (1–4 unit) private housing and not subject to the HUD Buy America Preference under CPD Notice 2025-01. If Habitat later identifies any HUD-funded portion as covered public infrastructure, Contractor will comply with BABAA / 2 CFR Part 184 for that portion, including U.S.-origin materials, certifications with invoices, and flow-down to lower tiers.

Section 3 (If Applicable)
If Habitat notifies Contractor that a project is a HUD Section 3 project and that the applicable Section 3 thresholds are met, Contractor agrees to:

- Comply with HUD's Section 3 regulations (24 CFR Part 75 or successor regulations), as applicable to the project and funding source.
- Make good-faith efforts, to the greatest extent feasible, to direct employment and other economic opportunities generated by the project to:
    - Low- and very low-income persons;
    - Residents of the project area or service area; and

  - Other Section 3 targeted workers identified by HUD or the funder.
- Post required notices and provide information related to job opportunities, qualifications, and application methods when requested by Habitat.
- Include any required Section 3 clause in eligible subcontracts when instructed by Habitat and take reasonable steps to ensure subcontractor compliance.

Records and Cooperation

Contractor agrees to maintain records sufficient to demonstrate compliance with applicable federal requirements under this Agreement, including but not limited to:

- Debarment status (as applicable);
- EEO / affirmative action and nondiscrimination compliance;
- Payroll and wage information for covered projects;
- Subcontractor and supplier records; and
- Documentation of Section 3 efforts (if applicable).

Contractor will provide reasonable access to such records to Habitat, its auditors, and relevant federal or state agencies upon request, for the period required by applicable law or funding requirements.

Duration and Application

- This Agreement applies to all contracts, work authorizations, and purchase orders between Contractor and Habitat that are funded in whole or in part with federal or state funds, unless superseded by a later written agreement.
- This Agreement remains in effect until revoked in writing or replaced by a newer version signed by both parties.
- Nothing in this Agreement limits Habitat's ability to impose additional requirements when mandated by a specific funding source or program; such additional requirements will be communicated to Contractor in writing for the applicable project.

By signing below, Contractor acknowledges that:

- Contractor has read and understands this Vendor Federal Compliance Acknowledgment & Agreement.
- Contractor agrees to comply with the federal requirements described in this Agreement when performing work on projects funded in whole or in part with federal or state funds.
- Contractor agrees to complete required federal certifications (including Habitat's Subcontractor Debarment Certification and, when applicable, Subcontractor Lobbying Certification) when requested by Habitat.

Printed Name: _____Title: _____

Signature: _____ Date: _____

Business Name: _____

AFFIRMATIVE ACTION PLAN CONTRACT COMPLIANCE

Contractors must sign off on affirmative action to meet legal obligations, ensure equal employment opportunities, maintain compliance with government contracts, and promote workplace diversity. Contractors may qualify for an exemption from affirmative action requirements if specific conditions are met.

☐ We affirm that we are in compliance with all applicable Affirmative Action Plan (AAP) requirements as mandated by federal, state, and local laws. We understand that Habitat for Humanity may request additional documentation to verify compliance. Upon request, we will provide any necessary information to demonstrate our adherence to affirmative action and equal employment opportunity obligations.

-OR-

Exemption Request
The contractor requests an exemption from affirmative action compliance requirements based on the following conditions (Please check all that apply):

- ☐ Has fewer than 50 employees.
- ☐ My federal contract or subcontract is <$50,000.
- ☐ Is a foreign company with fewer than 50 employees in the United States.
- ☐ Is an agency of the Federal Government or a Wisconsin municipality.
- ☐ Has achieved a balanced workforce (Habitat may request proof).
- ☐ Has undergone an audit of its Affirmative Action Program by the Office of Federal Contract Compliance Programs (OFCCP) within the last year and has received a letter of compliance.
    - *(Attach a copy of the OFCCP compliance letter and the contractor's Affirmative Action and Equal Employment Opportunity Policy Statement.)*

Affirmation of Compliance

I acknowledge that this affirmation is made in good faith and understand that compliance with all applicable Equal Employment Opportunity (EEO) laws and non-discrimination practices remains required.

Printed Name: _____Title: _____

Signature: _____ Date: _____

Business Name: _____

Subcontractor Debarment Certification

These certified statements are required by law. The Applicant hereby assures and certifies that:

1) The undersigned and its principles [see 2 CFR 2424.20(a)]:

   d) Are presently not debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transaction (see 2 CFR 2424.220) by any Federal department or agency.

   d) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

   d) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in (b) of this certification.

   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default; and

If the applicant is unable to certify any of the statements in this certification, such applicant shall attach an explanation behind this page.

Printed Name: _____Title: _____

Signature: _____ Date: _____

Business Name: _____

Subcontractor Lobbying Certification
For contracts exceeding $100,000

These certified statements are required by law. The Applicant hereby assures and certifies that:

d) No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

d) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

d) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Printed Name: _____Title: _____

Signature: _____ Date: _____

Business Name: _____

SAMPLE Certificate of Insurance

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

Producer: ABC Insurance Agency 100 Main Street Hometown, WI	CONTACT NAME:	
	PHONE:	FAX:
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	Company A Insurance Company Listed A- or better By AM Best	
Insured: SUBCONTRACTOR AND ADDRESS	Company B	
	Company C	
	Company D	
	Company E	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☐ OCCUR	Y			12/13/2024	12/13/2025	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY ANY AUTO				11/27/2024	11/27/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	OWNED AUTOS ONLY HIRED AUTOS ONLY	X	SCHEDULED AUTOS NON-OWNED AUTOS ONLY				BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB EXCESS LIAB		OCCUR CLAIMS-MADE		3/1/2024	3/1/2025	EACH OCCURRENCE	$ 1,000,000
	DED ☐ RETENTION $						AGGREGATE	$ 1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N Y	WI A		12/13/2024	12/13/2025	X PER STATUTE ☐ OTH-ER	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	Contr. Pollution Lia				12/13/2024	12/13/2025	Liability coverage	1,000,000

Description of operations/locations/vehicles/restrictions/special items

Greater Fox Cities Area Habitat for Humanity, Inc. is hereby listed as additional insured on the general liability and umbrella policies on a primary and non-contributory basis including products and completed operations with the use of additional insured endorsements CG 2010 (11/85) or a combination of CG 2033 (04/13) and CG 2010 (04/13), or CG 2010 (04/13) and CG 2037 (04/13) or their equivalents. (In lieu of the language, the forms can simply be attached.) Waiver of subrogation in favor of Greater Fox Cities Area Habitat for Humanity, Inc. on general liability, auto and workers compensation.

CERTIFICATE HOLDER	CANCELLATION
Greater Fox Cities Area Habitat for Humanity, Inc and any and all affiliated companies, Menasha, WI 54952	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	Authorized Representative: