

REQUEST FOR BIDS

2024 New Construction Homes

Thank you for your desire to work with Greater Fox Cities Area Habitat for Humanity, Inc., (HFH) and welcome! We invite you to take advantage of our website <u>www.foxcitieshabitat.org</u>, as it will give you an idea of who we are and what we're all about!

Habitat for Humanity is seeking proposals from contractors to provide services/materials for our 2024 new construction homes. The following timeline has been established for the bid process.

MILESTONE	DATE
First Day to Submit a Bid	12/28/2023
Last Day to Submit a Bid	1/23/2024
Bids Awarded	2/2/2024
Contract Start Date	2/10/2024

PROJECT OVERVIEW: This bid is for all Habitat new construction homes for the entire year. The number of bedrooms is dependent on family size, but standardized house plans are used whenever possible. The number of new houses constructed will usually be 13-15 projects built throughout the year. A schedule of work showing work dates will be provided at the beginning of each build year for all projects. This allows the contractor to schedule Habitat work well in advance of the date needed. Excavation for homes typically begins at the end of February or first week in March.

SPECIAL CONDITIONS:

- Contractor must be available at time specified on building schedule to complete work in a timely manner. This schedule will be provided for all houses at the beginning of the year.
- Contractors must consider that the work site could have volunteers on site and assisting in the completion of the home at various times. We try to schedule limited volunteers while contractors are on a job site. This should limit the interference between contractors and volunteers.
- The Contractor must comply with HFH and OSHA safety standards. Our safety standards are included as a link on our website.
- Contractors must hold valid licensure from the State of Wisconsin.
- Bidders are advised that projects may be funded through federal or state dollars through various programs. Contractors and subcontractors that perform any work under contract for any federal project are required to comply with federal regulations. By submission of bid, the contractor affirms that it is following the requirements of Section 2 of the Code of Federal Regulations Part 180 and that neither it, its principals, nor its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from



participation in this transaction by any federal department or agency. For clarification of the standard, please reach out to Habitat.

• By submitting a bid, you must commit to the HFH Ethics Covenant. The Ethics Covenant is included as part of this document in the section titled "Ethics & Conduct".

SCOPE OF WORK: The specifications for contractors and suppliers will denote the needs for the 2024 build year. The specifications are available on our website.

INSURANCE REQUIREMENTS: Contractor must submit a certificate of coverage with the proposal. If selected, proof of coverage must be maintained at all times during the duration of the contract. Greater Fox Cities Area Habitat for Humanity must be listed as an Additional Insured (must be marked appropriately on certificate of insurance.)

All insurance policies and certificates must include an endorsement providing **(10) days** prior written notice to the Habitat of cancellation or reduction of coverage. The contractor will stop operations of any such cancellation or reduction and cannot resume operations until new insurance is in force. Upon notification of contract award by Greater Fox Cities Habitat for Humanity, the contractor will submit documentation showing that Greater Fox Cities Area Habitat for Humanity has been named as an Additional Insured.

Required Coverage & Limits: GENERAL LIABILITY

\$5,000 Medical Expense \$1,000,000 Personal & Advertising Injury \$1,000,000 General Aggregate \$1,000,000 Products Products/Completed Operations Aggregate Name Habitat as an Additional Insured with respect to work performed AUTOMOBILE LIABILITY Required Coverage & Limits \$1,000,000 Combined Single Liability Per Occurrence Limit, or \$1,000,000 Bodily Injury Liability Limit and UMBRELLA LIABILITY Required Coverage & Limits \$1,000,000 Each Occurrence \$1,000,000 Aggregate \$1,000,000 Self-Insured Retention		
AUTOMOBILE LIABILITYRequired Coverage & Limits\$1,000,000 Combined Single Liability Per Occurrence Limit, or \$1,000,000 Bodily Injury Liability Limit and \$1,000,000 Property Damage Liability LimitUMBRELLA LIABILITY\$1,000,000 Each Occurrence \$1,000,000 Each Occurrence \$1,000,000 Aggregate \$10,000 Self-Insured RetentionWORKERS' COMPENSATION\$100,000 Per Occurrence Employer's Liability Limit \$100,000 Employer's Liability Disease/Employee	Required Coverage & Limits	\$5,000 Medical Expense \$1,000,000 Personal & Advertising Injury \$1,000,000 General Aggregate
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\$100,000 Employer's Liability Disease/Employee	WORKERS' COMPENSATION	
	Required Coverage & Limits	\$100,000 Employer's Liability Disease/Employee

Please contact us if you do not carry workers' compensation insurance coverage.



Questions: Please direct all questions related to insurance to <u>insurance@foxcitieshabitat.org</u>.

CONTRACTOR STATUS: The contractor and his/her employees are always considered as an independent contractor, and not as Greater Fox Cities Area Habitat for Humanity employees. As an independent contractor, the contractor's payment under this contract will not be subject to any withholdings for tax, social security, or other purposes; nor will the contractor or his/her employees be entitled to sick leave, pension benefits, vacation medical benefits, life insurance or unemployment compensation or the like from Habitat.

DEFAULT: Should the successful bidder for any award made as a result of this solicitation fail to deliver a product in accordance with the specifications contained herein and within the time frame promised, HFH reserves the right to cancel the contract for default and to award this contract to the next most qualified offer. The bidder in default may be held liable for any added cost to HFH incurred as a result of such action.

INDEMNITY: The Contractor will indemnify and hold harmless HFH from and against all claims, damage loss, and expenses arising out of, or resulting from, the performance of their operations under this contract. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the service. The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: • All employees on the job and all other persons who may be affected thereby. • All the work, materials, and equipment, whether in storage on or off the site, under the care, custody, or control of the Contractor; and • Other property at the site including trees, shrubs, lawns, walks, pavements, and roadways. The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful order of any public authority bearing on the safety of persons or property or their protection from damage, injury, or loss. In any emergency affecting the safety of persons or property, the Contractor shall act, at their discretion, to prevent threatened damage, injury or loss.

BILLING AND PAYMENT: HFH will pay all proper invoices submitted for supplies and/or services within 30 calendar days of receipt of the invoice. To be considered a proper invoice it must be submitted in writing or via email to Accounts Payable, Greater Fox Cities Area Habitat for Humanity, have a unique invoice number, show the project address location, and be based on proper delivery installation or provision of goods or services to and accepted by HFH. The payment cycle will not start until all the above requirements are met. A valid IRS Form W-9 must be on file to be paid.

PROCUREMENT PROCEDURE: HFH solicits bids for the procurement of construction-related supplies and subcontracted services. HFH makes a good faith effort to include all interested parties in the bid process. HFH maintains a list of vendors and solicits bid responses. In addition, HFH advertises the availability of bids for the construction of HFH homes on our website, through social media posts and through communication provided by the Home Builders Association of the Fox Cities.



SUBMISSION OF BIDS: Our expectation is that all homes are bid as a complete project. You are still welcome to bid if you are unable to commit to all homes in the bid year. Please note that in your proposal and why you are unable to commit to all projects.

Please include the **CONTRACTOR INFORMATION FORM** with your bid. This form is located within this packet.

Bids for materials and services should be turned into the Greater Fox Cities Area Habitat for Humanity no later than 5:00pm on Tuesday, January 23, 2024. You can mail (must be received by January 23, 2024) to 921 Midway Rd, Menasha, WI 54952, email (<u>rogerr@foxcitieshabitat.org</u> or <u>howief@foxcitieshabitat.org</u>), drop your bid off at the main office, M-F 8:30am-5:00pm, or submit by fax 920-954-8390.

The contractor must provide to the Greater Fox Cities Area Habitat for Humanity an insurance certificate showing proof of required insurance coverage with their bid.

SPECIFICATIONS: The specifications for contractors and suppliers will denote the needs for the 2024 build year. The specifications are available on our website.

<u>www.foxcitieshabitat.org/toolbox/#constructionbids</u>. If there is any conflict between the scope of work in this request for bids and the permitted plans and specification, the work described in the permitted plans and specifications shall apply.



Scan this QR Code to find the links to the plans and specifications for the 2024 homes.



CONTRACTOR INFORMATION FORM

Thank you for your desire to work with Greater Fox Cities Area Habitat for Humanity, Inc., and welcome! Please submit this information along with your bid.

CONTRACTOR INFORMATION

Company Name:			
Contact Name(s):			
Company Address:			
City:	State:	Zip:	
Services Provided:			
Office Phone:			
Email Address(s):			
EIN (Corporate ID #):			
WI Business License #			

PAYMENT INFORMATION

IRS Form W-9: Please complete IRS Form W-9. Payments will not be made if this form is not completed. **Invoices:** Please submit all invoices to <u>ap@foxcitieshabitat.org</u>. An itemized invoice must be provided. If mail is preferred, please send it to 921 Midway Road, Menasha WI 54952, Attn: Finance Department.

Sales Tax: Greater Fox Cities Area Habitat for Humanity, Inc. is exempt from paying Wisconsin State Sales Tax. Please contact us if you require Wisconsin Sales and Use Tax Exemption Certificate Form S-211.

Questions: Please direct all questions related to payments to ap@foxcitieshabitat.org.



CONTRACTOR INFORMATION FORM - CONTINUED

CONTRACTOR CHECKLIST

	<u>YES</u>	<u>NO</u>
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 working on our work site covered by your Workers' Compensation insurance?		
Do you file federal and state income tax returns in your business's name or □ Schedule C or □ Schedule F business as part of a personal income tax return?		
Do you send out invoices?		
Do you send monthly statements?		
Do you have a business phone number that is different from your personal phone number?		
Does your business entity assume financial responsibility for defective workmanship?		

Company Name: _____

Signature

Date

Print Name and Title



Ethics & Conduct

We seek, with intention, business partners – clients, customers, contractors, vendors, and suppliers – who share our commitment to these principles. These supplier expectations outline the basic requirements concerning working conditions that must be satisfied by all suppliers of Habitat for Humanity.

BUSINESS ETHICS: Habitat for Humanity complies with all applicable mandated state and federal laws including Job Safety & Health, Equal Employment Opportunity, Fair Labor Standards, Environmental, Habitat for Humanity has established business ethics for its own operations and expects that its Suppliers have a policy in place that represents similar requirements for the Supplier's own employees and subcontractors.

ENVIRONMENTAL PROTECTION: Suppliers shall comply with all applicable laws and regulations in respect to protecting the environment and maintain procedures for notifying local authorities in the event of an environmental accident resulting from Suppliers' operations.

QUALITY ASSURANCE: Habitat for Humanity ensures quality through a multi-layered system, which includes internal and external customer feedback tracking, and customer sign-off on projects. Habitat for Humanity reserves the right to inspect all goods and shipments, and reject all items found damaged or defective, or otherwise not meeting Habitat for Humanity's quality standards. In the event of any rejection, the Supplier is responsible for all inbound and outbound freight charges plus handling charges incurred by Habitat for Humanity.

CORRECTIVE ACTION: When violations are found, Habitat for Humanity and the Supplier concerned will agree on a corrective action plan that eliminates the problem in a timely manner. If it is determined that a Supplier is knowingly and/or repeatedly in violation of Habitat for Humanity Ethics Covenant, Habitat for Humanity shall take appropriate corrective action, which may include chargeback, cancellation of orders, and/or termination of business with the Supplier in question.

<u>GIFTS & GRATUITY POLICY:</u> It is the policy of Habitat for Humanity to limit gifts or entertainment received by employees from outsiders to help prevent employees from being put into a position of obligation where it would be difficult to be fair and objective in business dealings. Habitat for Humanity or potential Habitat customer, supplier, business, or other professional partner, unless the following conditions are met:

- The gift is sent to the workplace, not my home.
- The gift is occasional and valued at no more than \$50 or, if valued at more than \$50, the gift is made available in a team space or common area for others to share (e.g., fruit baskets, boxes of candy).

Meals and other business entertainments are subject to the same standard. They must be modest, infrequent, and as fair as possible, on a reciprocal basis.

<u>CONFIDENTIALITY</u>: Habitat for Humanity and Supplier during their business relationship may furnish to each other Confidential Information and do not wish to convey any interest or copyright therein to the other or make such Confidential Information public or common knowledge.



In consideration of the joint nature of the disclosure and the business relationship between Habitat for Humanity and Supplier, the term "Confidential Information" shall mean any information, know-how, data, process, technique, design, drawing, program, formula or test data, work in process, engineering, manufacturing, marketing, financial, sales, Supplier, customer, employee, investor, or business information, whether in oral, written, graphic, or electronic form which is either conspicuously marked "confidential", known or reasonably known by the other party to be confidential, or is of a proprietary nature, and is learned or disclosed in the course of discussions, studies, or other work undertaken between the parties.

Both Habitat for Humanity and Supplier and their respective employees and agents agree that during the period of their discussions and/or business relationship, and until the termination of such discussions or termination of such relationship, the recipient of Confidential Information will not at any time disclose to any person or use for its own benefit or the benefit of anyone, Confidential Information of the other party without the prior express written consent of said party.

Habitat for Humanity and Supplier agree that their mutual covenant not to disclose Confidential Information shall not apply to any information or data or other materials imparted to the extent that any of the following conditions exist or come into existence: i) information that, at the time access is gained, is already in the recipient's possession or available to it or its employees from any other source having no obligation to the party that is the source of said information; ii) such information that is, or any time hereafter becomes, available to the public; and iii) such information that, after access is gained to the disclosure, is at any time obtained by the recipient from any other person, firm or company having no obligation to or relationship with the source of said information.

Reporting a Concern

We encourage business partners to ask questions about our code and report concerns they may have about violations or potential violations of the Code. This can be done anonymously or by name. All reports will be taken seriously and investigated thoroughly. To ask a question or report a concern, email <u>ethics@foxcitieshabitat.org</u>