



BID PACKET

REQUEST FOR BIDS
2025 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 www.foxcitieshabitat.org, 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 2025 new construction homes. The following timeline has been established for the bid process.

MILESTONE	DATE
First Day to Submit a Bid	1/2/2025
Last Day to Submit a Bid	1/14/2025
Bids Awarded	1/28/2025
Contract Start Date	2/4/2025

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 and prove 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.

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- The contractor is subject to prove or sign an exemption of compliance with affirmative action in accordance with Executive Order 11246 (1965) and Executive Order 13672 (2014).
 - The contractor is subject to affirm compliance with the Federal Safety Standards Act, if applicable, and OSHA general workplace safety standards.
 - 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.
- 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 2025 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

Required Coverage & Limits	\$1,000,000 Each Occurrence \$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.
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AUTOMOBILE LIABILITY

Required 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 Limit
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UMBRELLA LIABILITY

Required Coverage & Limits	\$1,000,000 Each Occurrence
	\$1,000,000 Aggregate
	\$10,000 Self-Insured Retention

WORKERS’ COMPENSATION

Required Coverage & Limits	\$500,000 Per Occurrence Employer’s Liability Limit
	\$500,000 Employer’s Liability Disease/Employee
	\$500,000 Employer’s Liability Disease Policy Limit

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

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

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.

CAUSE OR CONVENIENCE: 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. In addition, HFH has the right to cancel this contract for convenience.

INDEMNITY: If awarded the bid, the Contractor agrees to defend, indemnify, and hold harmless HFH from and against any and all liabilities, claims, judgments, damages, costs, losses, fees, and expenses arising out of or resulting from any contracts that are entered into. This includes, but is not limited to, any sums related to bodily injury, sickness, disease, death, or damage to or destruction of tangible property, regardless of cause, except when such claims or litigation arise solely from the gross negligence or willful misconduct of HFH.

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. Women-owned and minority-owned businesses are encouraged to submit a bid. 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.

Bids for materials and services should be turned into the Greater Fox Cities Area Habitat for Humanity no later than 3:30pm on **Tuesday, January 14, 2025**. You can mail (must be received by January 14, 2025) to 921 Midway Rd, Menasha, WI 54952, email (constructionbids@foxcitieshabitat.org), drop your bid off at the main office, M-Thursday 8:30am-5:00pm Friday 8:30am -3:30pm, or submit by fax 920-954-8390.

As part of the submitted bid packet, the contractor must provide to the Greater Fox Cities Area Habitat for Humanity with the following:

- Certificate of Insurance showing proof of required insurance coverage.
- Licensure information
- Completed and signed Contractor Information Form included in this packet.
- Signed Ethics & Conduct statement included in this packet.
- Completed and signed Affirmative Action Plan Contract Compliance Form included in this packet.
- Signed Contractor Safety Program Form included in this packet.

SPECIFICATIONS: The specifications for contractors and suppliers will denote the needs for the 2025 build year. The specifications are available on our website. www.foxcitieshabitat.org/toolbox/#constructionbids. 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 2025 homes.



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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: _____

Company Address: _____

City: _____ State: _____ Zip: _____

EIN (Corporate ID #): _____

WI Business License # _____

Corporate Contact Name(s): _____

Contact Phone: _____

Email Address(s): _____

Billing Contact Name: _____

Billing Contact Phone: _____

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 ap@foxcitieshabitat.org. An itemized invoice must be provided. If mail is preferred, please send it to 921 Midway Road, Menasha WI 54952, Attn: Finance Department. HFH will pay all proper invoices submitted for supplies and/or services within 45 calendar days of receipt of the invoice.

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.



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CONTRACTOR INFORMATION FORM - CONTINUED

CONTRACTOR CHECKLIST AND DISCLOSURE

COMPANY NAME _____	<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 <input type="checkbox"/> Schedule C or <input type="checkbox"/> 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?		
Are you a minority-owned or women-owned business?		
Does your company have a relationship with any Habitat staff or Board of Directors that may cause a conflict of interest? If yes, please disclose the nature of the relationship below.		

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.

GIFTS & GRATUITY POLICY: 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.

CONFIDENTIALITY: 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.



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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 ethics@foxcitieshabitat.org

I have read and understand the Ethics & Conduct expectations.

Signature

Date

Print Name and Title



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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.

Company Name: _____

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 condition(s):

(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.

Signature

Date

Print Name and Title

CONTRACTOR SAFETY PROGRAM

EFFECTIVE DATE: 1/27/2023

Communication among Habitat for Humanity contractors and subcontractors must identify safety hazards and prevention practices that each brings to the worksite. Therefore, we have implemented the following contractor safety program for our facilities and worksite(s) so that on-the-job injuries are minimized, and work practices are standardized.

A written contractor safety program establishes guidelines to be followed for contractors working for our company.

The program objectives include:

1. Providing a safe working environment.
2. Ensure that contractor employees are trained to protect themselves from potential and existing hazards.

This plan is intended to implement a program to ensure that all contractor work practices are carried out safely to minimize the possibility of injury or harm to the contractors' employees or our own employees.

This document is provided to ensure our safety policies and procedures are communicated to all participating contractors. It also provides an avenue for contractors to communicate their safety plans, policies, and procedures to the company. This program aims to prevent personal injuries and illnesses.

ADMINISTRATIVE DUTIES

A copy of the plan (safety manual) will be reviewed by the contractor and contractor employees. This program can be view online at; Foxcitieshabitat.org. At the HFH Home Page under search enter, Contractor Safety Program. The Safety Manager, Howie Fuerst, (920-574-4183), can be contacted with any questions.

We encourage all suggestions because we are committed to the success of our Contractor Safety Program. We strive for clear communication, understanding, and implementation to achieve a safe workplace.

GREATER FOX CITIES AREA HABITAT for HUMANITY's OBJECTIVES

We have specific safety objectives when hiring contractors to come into our facilities or onto the worksite(s) to perform work. Our objective when hiring contractors include the following listed steps:

1. Take steps to protect contract workers who perform work on or near a potentially hazardous process.
2. Obtain and evaluate information regarding the contract employer's safety performance and programs.

3. Inform the contractor of known potential hazards related to the contractor's work and our work processes.
5. Communicate that the contractor(s) are required to develop and implement safe work practices and procedures to control contract employee entry into hazardous work areas.
6. Communicate that the contractor(s) are required to comply with OSHA regulations and requirements.
7. Periodically evaluate the contract employer's fulfillment of his or her responsibilities under this policy.
9. Communicate that the contractor(s) are required to conduct a daily safety meeting for all contractor employees working at our facility or worksite.
10. The contractor is required to provide Safety Data Sheets (SDS formally known as Material Safety Data Sheets or MSDS) for hazardous chemicals or materials brought into the facility or worksite by the contractor or subcontractor used to complete work assignments.

CONTRACTOR RESPONSIBILITIES

Contract employees must perform their work safely. Contractor responsibilities when accepting contracts with this company include the following listed steps.

The contract employer will:

1. Have all contract employees wear ANSI Z87+ safety glasses or ANSI Z87+ prescription safety glasses (with side shields) at all times while on our worksites.
2. Comply with OSHA regulations and requirements.
3. Assure that the contract employee is trained in the work practices necessary to safely perform his or her job.
2. Instruct the contract employee in the potential hazards related to his or her job and the process.
3. Inform contract employees of and then enforce safety rules of the facility and/or worksite.
4. Require that all subcontractors, the contractor hires, abide by the same rules to which the contractor is bound by this section.
5. Abide by the smoking rules. Smoking and other tobacco related products are not allowed on any of Greater Fox Cities Area Habitat for Humanity's worksites or on any property that is owned, rented or leased by Greater Fox Cities Area Habitat for Humanity.
6. The contractor must be willing and able to provide current certificates of insurance for workers' compensation and general liability coverage applicable to the scope of work.
7. Each contractor must be responsible for ensuring that its employees comply with all applicable local, state, and federal safety requirements, as well as with any safety rules and regulations set forth by our company.



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8. Ways we may use to determine past compliance with such safety regulations include:

- Requesting copies of any federal or state safety regulator’s citations for violations occurring within the last three years, to determine the frequency and type of safety laws violated.
- Having all bidders on jobs describe in detail and in writing any safety programs in place applicable to the proposed scope of work.

9. Hold Greater Fox Cities Area Habitat for Humanity harmless for any violation or penalties the contractor or contractor employees incurs while on our worksite. This includes any violations or penalties relating to OSHA, EPA or DHS.

CONTRACTOR RESPONSIBILITIES AS IT PERTAINS TO POTENTIAL LEAD BASED PAINT HAZARDS

Precautions should be taken during any remodeling or repair projects when Lead Based Paint is suspected to be present and when the remodeling or repairs may disturb these components. Improper work practices that do not control lead dust and debris may create a lead hazard and expose the workers at the property to lead dust. The use of a Wisconsin Certified Lead Company is required for work that will disturb coated surfaces (greater than 6 square feet) that have not been proven to be lead free.

All contractors performing LBP (Lead Based Paint) work must be certified for the work they are doing. Contractors will provide proper certification for all workers. Contractors agree to follow procedures required by OSHA, DHS (Department of Health and Safety), and other governmental agencies for doing this type of work. Contractors are to keep required records and insurances and provide copies to Habitat for Humanity.

Company Name _____

Signature

Date

Print Name and Title