



GENESEE COUNTY HABITAT FOR HUMANITY
101 BURTON STREET
FLINT, MI 48503

SCOPE OF WORK:

GENESEE COUNTY HABITAT FOR HUMANITY (GCHFH) is soliciting sealed proposals bids for providing:

- REHABILITATION OF A SINGLE-FAMILY HOME

For the homeowner occupied address: 829 E. 9th St. Flint, MI 48503

Per the specifications listed at: geneseehabitat.org

If your firm is interested in providing the requested services, please submit 1 original and 1 copy of your detailed proposal to Genesee County Habitat for Humanity 101 Burton Street Flint, MI 48503 by 3/20/2019 before 5:00 PM (EST). Please note: All detailed proposals received after 5:00 PM (EST) will not be considered.

The Genesee County Habitat for Humanity (GCHFH) may hold proposals for a period of 60 days from opening, for the purpose of reviewing the results and investigating the qualifications of proposal prior to making an award. Genesee County Habitat for Humanity reserves the right to waive any irregularities and accept or reject any or all bids submitted. Vendors located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible vendor is not located within the limits of the City of Flint, but is located within the county of Genesee and vendor does not exceed the bid of the lowest non local bidder by more than three and one-half percent (3 %), the County vendor may have a competitive advantage. Genesee County Habitat for Humanity reserves the right to waive any irregularities and accept or reject any or all proposals submitted.

The successful bidder must comply with all requirements and pay prevailing wages and fringe benefits on this project per the City of Flint's Resolution R-1 2 adopted 4/8/91. Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors.

Genesee County Habitat for Humanity provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability or genetics.

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REHABILITATION OF A SINGLE-FAMILY HOME

INSTRUCTIONS TO BIDDERS

1. Sealed bids will be received from pre-qualified firms **until** 3/20/2019 at Genesee County Habitat for Humanity, 101 Burton Street, Flint, MI, 48503. Label the bid as indicated on page 4 **LATE BIDS AND BIDS SENT BY FACSIMILE OR BY EMAIL WILL NOT BE ACCEPTED.**
2. A **Mandatory Walk-through Inspection** will be held on 3/13/2019, attendance at all walk-through inspections is required for the submission and consideration of any bid, the time for the mandatory walk-through inspection is 10:30am.
3. The bid opening will take place on 3/21/2019 at 9am and is open to the public. It will be held at the Habitat for Humanity offices at 101 Burton St., Flint, MI 48503.
4. **Submit one (1) original, and one (1) hardcopy of the bid response.** All bids become the property of Genesee County Habitat for Humanity. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Failure to provide the required number of duplicate copies may result in rejection of your bid.
5. To be considered for award, each bidder must be a qualified contractor. A contractor is qualified when their submitted qualifications are received and approved by GCHFH.
6. Qualified bidders with contracts exceeding 90 days past signing, may be ineligible to bid on further projects until outstanding projects have been completed.
7. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.
8. The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services and the provision of supplies (equipment) herein contracted, and further agrees to protect and defend the Genesee County Habitat for Humanity against all claims or demands whatsoever, and to hold Genesee County Habitat for Humanity harmless from any loss or damage resulting therefrom.
9. After the award is made to the successful bidder(s), Genesee County Habitat for Humanity and the successful bidder will negotiate a final contract that substantially conforms to the Standard Construction Services Contract.
10. All prospective bidders shall be responsible for routinely checking Genesee County Habitat for Humanity website: <http://www.geneseehabitat.org/invitation-to-bid.html>

to obtain issued addenda. Genesee County Habitat for Humanity shall not be responsible for the failure of a prospective bidder to obtain addenda and other information issued at any time related to this IFB.

11. Use the following format for your bid:

Submit one (1) original, one (1) hardcopy, and one (1) electronic copy of the bid response to GCHFH– REHABILITATION OF A SINGLE-FAMILY HOME, 101 Burton Street Flint, MI 48503 all pages of bid forms and including Work Specifications

- Signed Signature Page
- Copy of the Contractor Approval Letter issued by the Genesee County Habitat for Humanity (GCHFH) stating the firm is qualified for the work within the City of Flint.
- Bid Summary
- Completed House Specification Sheets included after page 9 and all Bid Forms pages
- For construction Bids exceeding \$100,000 in amount, the Contractor must furnish a **Bid Bond**, equal to 5% of the total compensation to be paid to the Contractor under the Contract.
- For construction Bids exceeding \$100,000 in amount, the Contractor must furnish a **CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

ADDITIONAL TERMS AND CONDITIONS

- **Issuing Office:** This IFB is issued by Genesee County Habitat for Humanity. The sole point of contact for this solicitation is Genesee County Habitat for Humanity 101 Burton street, Flint MI 48503, (810) 766-9089 ext. 211 and fax (810) 766-9094. E-mail is the preferred method of contact. www.geneseehabitat.org/construction.html
- **Questions & Inquiries:** All questions regarding this IFB must be addressed at the mandatory walk-through, as indicated on page 1. Written answers to questions to clarify this solicitation will be provided via an addendum. No verbal interpretation to any respondent as to the meaning of any requirement stated in this IFB shall be binding on Genesee County Habitat for Humanity.
- **Requirement for Bonds:** For Construction Contracts (job total) exceeding fifty thousand dollars (\$50,000.00) in amount, the Contractor must furnish a **performance bond and a payment bond**, each in an amount equal to ninety five percent (95%) of the total compensation to be paid to the Contractor under the Contract as security for the faithful performance of the Contract and as security for the payment of all persons performing labor and furnishing materials in connection with the performance of the Contract. The performance bond and the payment bond must be in such form as the Owner may require and must be delivered to the Owner prior to execution of the

Contract by the Owner. The Contractor shall also be required, at no cost to the Owner, to provide Performance and Payment Bonds required by any utilities for performance of any utility Work or Work on utility lines or within utility easements. For construction Bids exceeding 100 thousand dollars (\$100,000) in amount, the Contractor must furnish a **bid bond**, equal to 5 percent (5%) of the total compensation to be paid to the Contractor under the Contract. The Surety must be acceptable to Genesee County Habitat for Humanity and must be approved to transact business in the State of Michigan.

4. **Copies to be Furnished to Beneficiaries:** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor must promptly furnish a copy of the bonds to such person or entity.
5. **Addenda:** Genesee County Habitat for Humanity reserves the right to amend and provide clarification of this solicitation prior to the date for bid submission. In such an event, an addendum will be posted on the Genesee County Habitat for Humanity website at (<http://www.geneseehabitat.org/invitation-to-bid.html>). **All prospective bidders shall be responsible for routinely checking Genesee County Habitat for Humanity website to obtain issued addenda. Genesee County Habitat for Humanity shall not be responsible for the failure of a prospective bidder to obtain addenda and other information issued at any time related to this Invitation for Bids.**
6. **Preparation of Bids & Cost:** All costs incurred in the preparation of a response to this IFB will be the responsibility of the respondent, and will not be reimbursed by Genesee County Habitat for Humanity. Bids should be prepared simply and economically, providing a straightforward, concise description of the bidder's ability to meet the requirements of this IFB.
7. **Responsive Bids:** To ensure full consideration, all bidders shall submit a complete response to this IFB using the format provided in Instruction to Bidders Item 10. In addition, at least one of the bids submitted shall include an **original signature** of an official authorized to bind the bidder to its provisions. Any bid not prepared and submitted in accordance with this IFB or any bid lacking the information to enable Genesee County Habitat for Humanity to make a reasonable determination of compliance with the bid requirements may be considered "non-responsive" and rejected without further review.
8. **Right To Reject:** Genesee County Habitat for Humanity reserves the right to waive any informality in the invitation for bids; to reject any or all bids; and to make an award which it considers to be in the best interest of Genesee County Habitat for Humanity.
9. **Work Schedule:** After contracts have been signed and dated, the work must start within 15 calendar days after the contract is signed and must be completed within 90 days thereafter, according to the Work Activity Schedule. After 90 days have passed, GCHFH will charge the Contractor **liquidated damages** of \$200 per day for each business day the contracted work is not completed. The total amount will be deducted from the final

payment amount due to the Contractor. Contract extension requests should be submitted and approved by GCHFH, in writing, via Change Order. When an Invitation for Bids (IFB) includes multiple homes, each home will have a separate contract and work schedule.

- 1.1. **Payment Schedule:** Payments due the Contractor will be paid within 30 days after Genesee County Habitat for Humanity issues a certificate of completion, and receives the Contractor's satisfactory release of liens or claims for liens by sub-contractors, laborers, and materials suppliers for completed work or installed materials and invoice. Final payment shall not be made until GCHFH and the City of Flint has completed a final inspection and issued a certificate of completion. Contractors may draw on the contract for completed work if a Hold Order is filed and approved by the Contract Administrator.

STANDARD TERMS AND CONDITIONS

1. **Bid Opening:** Bids will be opened publicly at the time and place designated in the Invitation for Bids. Bids will be open to public inspection in accordance with applicable State law.
2. **Evaluation and Award:** The contract will be awarded to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the Invitation for Bids. Unless otherwise indicated in the Invitation for Bids, Genesee County Habitat for Humanity reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of GCHFH. Genesee County Habitat for Humanity reserves the right to reject any or all bids, to waive any informality in any bid, and to negotiate with the apparent successful bidder(s) in the best interest of Genesee County Habitat for Humanity.
3. **Cancellation: Rejection of Bids:** The Invitation for Bids may be canceled by Genesee County Habitat for Humanity at any time for any reason. Any bid received may be rejected in whole or in part when in the best interests of Genesee County Habitat for Humanity.
4. **Receipt of Bids:** It is solely the responsibility of the bidder to assure the timely receipt of its bid at the location indicated in the bid announcement. **LATE BIDS AND BIDS SENT BY FACSIMILE OR BY EMAIL WILL NOT BE ACCEPTED.**
5. **Tax:** Genesee County Habitat for Humanity is a 5013C Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.

6. **Non-Discrimination:** The successful bidder/Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Breach of this covenant shall be regarded as a material breach of this contract.
7. **Performance Bond:** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.
8. **Conflict of Interest:** Each bidder, by submitting a bid, represents that the bidder has no knowledge that any employee, representative or agent of the bidder is a Genesee County Habitat for Humanity employee who has directly or indirectly participated on behalf of Genesee County Habitat for Humanity in the contemplated procurement, or that any Genesee County Habitat for Humanity employee who has so participated or any member of such an employee's immediate family has a financial interest pertaining to the contemplated procurement from the bidder, and represents that the bidder reasonably believes that no employee, representative or agent of bidder is a Genesee County Habitat for Humanity employee who has so participated and that no Genesee County Habitat for Humanity employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the bidder.
9. **Inspection:** All goods are received subject to inspection and testing. If goods are defective or fail to meet the bid specifications, Genesee County Habitat for Humanity shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County Habitat for Humanity for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, Genesee County Habitat for Humanity will dispose of the goods without further liability to Genesee County Habitat for Humanity. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.
10. **Bidder's Representations:** Each bidder by submitting a bid represents as follows:
 - a. That the bidder has read and understood the bidding documents and has bid in accordance therewith;
 - b. That the bid has been submitted by a duly authorized owner, partner, or corporate officer;
 - c. That the bid submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other

supplier of the goods or services described in the Invitation for Bids, designed to limit independent bidding or competition.

11. **Independent Contractor:** Bidder agrees that if awarded a contract, bidder shall be an independent contractor and not an employee of Genesee County Habitat for Humanity. The contractor shall secure at its own expense all personnel required in supplying goods or services under the awarded contract. All such personnel shall have no contractual relationship with Genesee County Habitat for Humanity and shall not be considered employees of Genesee County Habitat for Humanity.
12. **Insurance:** Each bidder must submit a completed Bidder's Insurance Checklist, if so stipulated in the IFB. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.
13. **Indemnification:** The successful bidder shall defend, indemnify, and hold harmless Genesee County Habitat for Humanity and its officers and employees from and against all claims, losses, damages, and expenses including but not limited to attorney's fees, arising out of or resulting from the performance of the contract.
14. **Warranty:** The bidder warrants that all goods and services furnished under a contract resulting from the Invitation for Bids shall be in conformance with the bid documents and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in addition to any manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the bidder.
15. **Applicable Law:** Any contract resulting from the Invitation for Bids shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.
16. **Right to Inspect:** Genesee County Habitat for Humanity may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.
17. **Right to Audit:** Genesee County Habitat for Humanity may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing

data as a part of its bid, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County Habitat for Humanity shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.

18. **Safety:** Genesee County Habitat for Humanity, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

HOUSE SPECIFICATION SHEETS & BID FORMS

- Please bid on the attached GENESEE COUNTY HABITAT FOR HUMANITY HOME REHABILITATION PROGRAM – CONTRACTOR WORK ACTIVITY SCHEDULE. A cost is to be provided for every item/service listed.
- A contractor must bid on the address offered in this bid and provide the total bid amount in the Bid Summary.
- Submitted bids must be not more than 10% lower or 15% higher than the cost estimate. If the amount of any bid received is outside of this range, the bid shall be rejected. If no bidder is within that range, the contractor closest to that window will be awarded the bid.
- When required, Lead Reports for the corresponding house will be available by request.
- Section 3 requirements:
 With respect to recipients of Housing and/or Community Development funding, all contractors (or subcontractors) receiving covered funds in excess of \$100,000 to complete projects involving housing construction, rehabilitation, or other public construction are required to comply with the requirements of Section 3. The threshold of \$100,000 is base on the BID TOTAL for Genesee County Habitat for Humanity Invitations for Bid.
 When BID TOTAL exceeds \$100,000 the form **CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY** is to be completed and included with the bid. When the award notification is made, the successful bidder will be instructed regarding the appropriate verification required prior to signing the contract.
- Contractors must verify all unit quantities listed on the enclosed specification sheets prior to submitting a bid.

BID SUMMARY

ADDRESS & JOB # _____ BID TOTAL FOR
 _____ \$ _____

Company/Phone _____

Signature _____ Date _____

Location Total: _____

Unit Total for 829 E Ninth Street, Unit Unit 01: _____

Address Grand Total for 829 E Ninth Street: _____

Bidder: _____