

BID FORM

PROJECT: Single-Family New Housing Construction
6035 25th Avenue
"Harvest26" Model" Two -Story, 3-Bedroom, 2 Baths
Kenosha, Wisconsin

BID DATE: **JUNE 8, 2023, 4:00 P.M.**

BID TO: City of Kenosha,
Department of City Development,
625 - 52nd Street, Room 308,
Kenosha, Wisconsin 53140
[Owner]

BID FROM: **(Company Name):** _____

(Company Address): _____

1. Work Defined. The undersigned **BIDDER**, in submitting this Bid for the above described project, agrees, if their **BID** is accepted, to enter into a Residential Construction Contract with **OWNER**, in a form supplied by **OWNER** and to perform labor and furnish materials as specified in the Plans, Specifications, Drawings and Bidding Documents for the Bid Price, (Base Bid and alternates selected by Owner) within the time for commencement and completion indicated in the Bidding Documents and in accordance with all other terms and conditions of the Residential Construction Contract (hereinafter "**Work**"). The Residential Construction Contract will require Indemnity and Hold Harmless Agreements, and One Million (\$1,000,000.00) Dollars in liability insurance, commercial and auto, and unemployment compensation insurance, statutory limits.

2. Representations, Agreements and Understandings. In submitting this Bid, **BIDDER** represents, agrees and understands that:

a. This Bid will remain subject to acceptance for forty-five (45) days after the day of Bid opening;

b. The **OWNER** has the right to reject all Bids without indicating any reason for such rejection; to reject nonconforming bids; to waive any minor, technical defect in any Bid; to correct any defect or technical error in this Bid Form; to rebid **Work**, to amend this Bid Form and/or to extend deadlines for accepting bids;

c. **BIDDER** will execute and submit the owner furnished Residential Construction Contract within ten (10) days after the date of receipt of **OWNER'S** Notice of Award;

d. BIDDER has examined all the Bidding Documents;

e. BIDDER has inspected the site, become familiar with the site conditions and surrounding neighborhood, and determined the location, cost and availability of utilities required to serve the site.

f. BIDDER is familiar with Federal, State and local laws, rules and regulations pertaining to the construction of single-family housing;

g. BIDDER certifies to the best of its knowledge and belief, that it and its principals:

1). Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any department or agency of the Federal government;

2). Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

3). Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any offense enumerated in the above paragraph (g 2) of this certification; and

4). Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

3. Bid, Performance and Payment Bonding Requirements. The minimum bonding requirements shall be as follows:

a. A bid guarantee equivalent to five (5) percent of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying the bid as assurance that the bidder will, upon acceptance of his or her bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A performance bond is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A payment bond is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

4. Other Applicable Federal Requirements and Regulations. Any contractor awarded a contract through this bid process shall comply with the following Federal laws and regulations as follows:

- a. Equal Opportunity per,**
 - 1). Title VI of the Civil Rights Act of 1964 (Nondiscrimination) (42 U.S.C. 2000d et. seq.)
 - 2). Age Discrimination Act of 1975 as amended (42 U.S.C. 6101), (24 CFR Part 146), and
 - 3). Other Federal requirements at 24 CFR 5.105(a)
- b. Affirmative Marketing; Minority Outreach (24 CFR 92.351)**
- c. Equal Opportunity Employment, Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity, " as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (implemented at 41 CFR Part 60).(Applies to all construction contracts awarded in excess of \$10,000 by the City and their contractors).**
- d. Compliance with the Copeland "Anti-Kickback" Act (18.874 as supplemented in Department of Labor regulations 29 CFR part 3. (All contracts for and subcontracts for construction or repair)**
- e. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5) . Construction contracts awarded by grantees and subgrantees in excess of \$2,000, and in excess of \$2,500, for other contracts which involve employment of mechanics and laborers).**
- f. The Contractor shall allow access by the City, the U.S. Department of Housing and Urban Development, the Comptroller General of the United States, or any other duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts, and transcriptions.**
- g. Retention of all required records for three (3) years after the City makes final payments and all other pending matters are closed.**
- h. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts of amounts in excess of \$100,000).**
- i. Compliance with mandatory standards and policies relating to energy efficiency which are contained in the State of Wisconsin Energy Conservation Code (Chapter Comm 22.10 of the Wisconsin Administrative Code).**
- j. Section 3 Economic Opportunity, Section 3 of the Housing and Urban Development Act of 1968 (implemented at 24 CFR Part 135). The "Section 3**

Contract Clause” will be included in any contract awarded for this project. (See attachment “A”).

k. Outreach in Contracting with Minority Business Enterprises (MBEs) and Woman Business Enterprises (WBEs), Executive Orders 11625, 12432 and 12138 and 24 CFR Part 85.36(e)

l. Conflict of Interest (24 CFR 92.356)

m. Debarred Contractors (24 CFR Part 5) and (Executive Order 11246)

n. Lead Based Paint requirements (24 CFR Part 35)

5. BIDDER has correlated the information and observations obtained from site inspection, the plans, specifications and drawings and data identified in the Bidding Documents, and, in the event of an inconsistency, has obtained clarifications from **OWNER** or waived inconsistencies in the above;

6. This Bid is genuine and is not made in the interest of or on behalf of an undisclosed person, firm or corporation; **BIDDER** has not directly or indirectly induced or solicited another Bidder to submit a sham Bid; **BIDDER** has not made any false or misleading representations to **OWNER** to obtain **Work**; and, **BIDDER** has not solicited or induced a person, firm or corporation to refrain from bidding.

7. BIDDER has received the following Addendum to this Bid Form, if any, receipt of which is hereby acknowledged;

Addendum No. ____ through ____

8. BIDDER will include the following mandatory allowances in the Base Bid:

(a) Appliances: Dishwasher and Microhood. (Appliances only; installation cost to be included under plumbing, HVAC and electrical line items)..... \$800.00

(b) Light Fixtures, including all interior and exterior fixtures, including light bulbs (Materials).....\$1,000.00

(c) Landscaping, including final grading, materials and installation per approved landscape plan.....\$7,500.00

12. SUBSTITUTIONS. Proposed substitutions, which **OWNER** reserves the right to accept or reject are to be noted on the Substitution Sheet, attached hereto and incorporated herein. **BIDDER** shall determine Bid Price without regard to substitutions.

13. TIME TO PERFORM WORK. **BIDDER** agrees that following the execution and submission of the Residential Construction Contract, the **Work** will commence within ten (10) days following issuance of an order to proceed by the **OWNER** or issuance of Building Permit whichever is later. **BIDDER** further agrees that the **Work** will be completed within six (6) months after commencement of construction.

14. THE BID. The Bid Form and the following documents attached hereto constitute the Bid.

- a. Required Bid Tab;
- b. Proposed substitution sheet.
- c. Section 3 Clause Certification
- d. Pre-award Compliance Certification
- e. Conflict of Interest Form

The Plans, Specifications and Drawings on file in the Department of City Development for the City of Kenosha, Wisconsin, are incorporated herein by reference.

SUBMITTED ON: _____
(Date)

BY: _____
(Firm Name)

(Signature of Authorized Person) (Title)

(Address)

City) (State) (Zip Code)

(Telephone Number) (Fax Number) (Cell Phone Number)

E-Mail Address

