



The Housing Authority of The City of Fort Myers

Invitation for Bid (IFB)

**IFB No. 20-75, Roof Repair Project at
Renaissance Preserve Apartments**

Closing Date: September 29, 2020 @ 4:00 P.M.

**Housing Authority of the City of Fort Myers, Florida
4224 Renaissance Preserve Way
Fort Myers, FL 33916**



OWNER: Housing Authority of the City of Fort Myers
4224 Renaissance Preserve Way
Fort Myers, Florida 33912
Executive Director: Marcia Davis

MANAGEMENT FIRM: TRG Management Company, LLP

PROJECT: IFB No. 20-75, Roof Repair Project at Renaissance Preserve
Apartments

LOCATION: Renaissance Preserve Apartments
4211 Romeo Ln Suite 100
Fort Myers, FL 33916

ARCHITECT: Moore & Spence Architects, P.A.
12613 New Brittany Blvd
Fort Myers, Florida 33907

POINT OF CONTACT: Laurie Victory, Procurement Specialist
laurie@hacfm.org

QUESTIONS: All questions about the meaning or intent of the IFB documents are to be directed to Laurie Victory, e-mail: laurie@hacfm.org. Questions received less than ten (10) days prior to solicitation dues date may not be answered.

Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

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Attachments:

Exhibit A – Plans and Specifications

Exhibit B – Davis Bacon Wage Determination and WH 347 Payroll Instructions

Bidders Check List

Official Bid Form (prices & unit prices offered have been reviewed)

Bid Bond

Proposed project schedule based on the tentative timeline

Provide List of Subcontractors

Section 3 Policy and Certification

5369 - Instructions to Bidders

5369 - A Representations, Certifications, and Other Statements of Bidders

5370 - General Conditions for Construction Contracts

Disclosure of Lobbying Activities

Non-Collusion Affidavit of Contractor

50070 Drug Free Workplace

Public Entity Crime Form



ADVERTISEMENT
IFB No. 20-75, Roof Repair Project at
Renaissance Preserve Apartments

The Housing Authority of the City of Fort Myers (HACFM) is soliciting bids on behalf of TRG Management Company, LLP Company for experienced, licensed/certified contractor/vendor to provide roofing repairs. Once a bidder has been selected the project will be turned over to TRG Management Company, LLP Company. The Contract, payment and construction management will be provided through the Management Company with HACFM's oversight.

The project includes but is not limited to roof repairs and other related repairs due to water intrusion. The project involves repairs to a total of 12 individual units. The intent will be for the successful proposer to provide the required services to complete all facets of the work required to complete all the repairs and restoration. Trades include stucco work, painting of existing stucco and lath (Removal of Existing Stucco & Lath).

Due to COVID-19, respondents may send Submittals electronically by emailing them to Laurie@hacfm.org.

HACFM will receive electronic submissions of Proposals sent to Laurie@hacfm.org on or before Tuesday, September 29, 2020 @ 4:00 p.m. The email date and time stamp shall serve as the official receipt and late submissions shall not be accepted.

IMPORTANT: Please be sure to label the email Subject Line as follows: "IFB No. 20-75, Roof Repair Project at Renaissance Preserve Apartments"

Any submittals received after the date and time specified herein shall not be accepted. HACFM shall not be responsible or liable for any lost or misdirected responses. Submissions are the responsibility of the proposer.

The owner reserves the right to waive formalities in any proposal; to reject any or all proposals with or without cause. The owner reserves the right to select one or more vendors to provide the services and to select the proposal(s) that, in its judgment, will be in the best interest of the Housing Authority of the City of Fort Myers.

HACFM encourages Minority and Section 3 participation.

TTY #(800) 995-8771

Advertise: 08/30/2020 & 09/06/2020

The Housing Authority of the City of Fort Myers (HACFM), Florida is requesting competitive sealed bids for **IFB No. 20-75, Roof Repair Project at Renaissance Preserve Apartments**

HACFM will receive an electronic submission sent to **Laurie@hacfm.org** on or before **September 29, 2020 @ 4:00 p.m.** The email date and time stamp shall serve as the official receipt and late submissions shall not be accepted.

The representative who is authorized to bind the vendor to the submitted proposal shall sign proposals.

The email date and time stamp shall serve as the official receipt. Any submittals received after the date and time specified herein shall not be accepted. HACFM shall not be responsible or liable for any lost or misdirected responses. Submissions are the responsibility of the proposer.

- **QUESTIONS:** All questions about the meaning or intent of the IFB documents are to be directed to **Laurie Victory**, e-mail: laurie@hacfm.org. Questions received less than ten (10) days prior to solicitation dues date may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
- **ADDENDUMS:** All **ADDENDUMS** shall be placed on the HACFM website. Bidders will not be notified when an **ADDENDUM** is issued.

It is the responsibility of the bidder to check the website for any ADDENDUMS.

- **Bid Bond:** A copy of the fully executed bid bond must accompany the Bid Proposal when submitted via email no later than the due date and time.

The ORIGINAL BID BOND must be received no later than 3-days after the due date and time of the bid submittal. Bid bonds may be hand delivered and placed in the mailbox just outside the front door of the Administration building or mailed to the Administration building located at:

HACFM, 4224 Renaissance Preserve Way, Fort Myers, FL 33916.

Timeline:

Timeline is provided as a guideline only and is subject to change at the discretion of HACFM.

Action	Estimated Date of Completion
IFB Issued and made available	August 30, 2020
Deadline for submitting questions	September 22, 2020
IFB Closing Date	<u>September 29, 2020 @ 4:00 p.m.</u>
Contract Award	TBD
Notice to Proceed	TBD

*There is no obligation on the part of the HACFM to select and award any submitting response or to any firm or individual submitting a response. **No work is guaranteed.***



INTRODUCTION:

Project is located at Renaissance Preserve Apartments located at 4211 Romeo Ln Suite 100, Fort Myers, FL 33916.

The Housing Authority of the City of Fort Myers (HACFM) is soliciting bids on behalf of TRG Management Company, LLP Company. Once a bidder has been selected the project will be turned over to TRG Management Company, LLP Company. The Contract, payment and construction management will be provided through the Management Company with HACFM's oversight.

1. The Project Plans and Specifications were developed by Moore and Spence Architects PA:
2. Renaissance Preserve Apartments consists of Project Plan A-1 Attached.
3. Project is located at: Renaissance Preserve Apartments
4211 Romeo Ln Suite 100,
Fort Myers, FL 33916.
4. Project Locations :

4210 Capulet Ln, unit 106	4239 Machiavelli Ln Unit 105
4240 Capulet Ln, Unit 102	4232 Machiavelli Ln, Unit 105
4215 Machiavelli Ln, Unit 105	4232 Machiavelli Ln, Unit 106
4206 Machiavelli Ln, Unit 203	4240 Machiavelli Ln, Unit 104
4231 Machiavelli Ln, Unit 103	4240 Machiavelli Ln, Unit 106
4231 Machiavelli Ln, Unit 108	4218 Romeo Lane Unit 103

5. Davis Bacon Act shall be applied and required for this project
General Decision Number: FL20200069 01/03/2020

SPECIAL CONDITIONS

1. CONTRACT DOCUMENTS:

- a. All drawings, specifications and copies thereof furnished to the Contractor shall be used only for this Project and are not to be used on any other project.

2. OWNER:

- a. The Contractor shall obtain **TRG Management Company, LLP** written consent prior to changing any project superintendent.
- b. "All shop drawings, product data, samples and similar submittals shall be reviewed and approved by the Contractor first, who shall then submit them to the Architect."

3. CONTRACTOR:

- a. "Should the Architect / Engineer or Owner find any person(s) employed on the project to be incompetent, unfit, or otherwise objectionable for his duties and so certifies the facts to the Contractor, Contractor shall immediately cause the employee to be dismissed and said employee shall not be re-employed on this project without written consent of the Architect / Engineer or Owner."
- b. The Contractor shall obtain the **TRG Management Company, LLP** written consent prior to changing any project superintendent. Such consent shall be freely given where justice so requires.
- c. "All shop drawings, product data, samples and similar submittals shall be reviewed and approved by the Contractor first and shall then submit them to the Architect."

4. ADMINISTRATION OF THE CONTRACT:

- a. Within ten (10) days after the effective date of this agreement, but before the Contractor starts to work at the site, a conference attended by the Contractor, Architect and others as appropriate will be held to discuss schedules for completion of the work, procedures for handling shop drawings and other submittals, for processing applications for payment, and to establish a working understanding among the parties as to the work.

5. CHANGES IN THE WORK:

- a. The Contractor, after receiving authorization to make changes in the form of a Change Order, shall provide copies to all permitting authorities having justification.



- b. The allowance for overhead and profit combined, included in the total cost to TRG Management Company, LLP, shall be based on the following schedule:
 1. For the Contractor, for any Work performed by the Contractor's own forces, ten percent (10%) of the cost.
 2. For the Contractor, for Work performed by his subcontractor, five percent (5%) of the amount due the Subcontractor.
 3. For each Subcontractor or Sub-Contractor involved, for any Work performed by that Contractor's own forces, ten percent (10%) of the cost.
 4. For each Subcontractor, the Work performed by the Sub-Subcontractor, five percent (5%) of the amount due the Sub-Subcontractor.
- c. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their property can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where cost items are Subcontracts, they should be itemized also. Contractors shall additionally include a summary sheet for ease of final review.
- d. Where changes in the work result in the request for additional contract time: consideration shall be given for "time" only.

6. TIME:

- a. Should performance of the Contractor's work be delayed by adverse weather conditions or other conditions which prevent all work during the morning hours on a given day shall be considered lost time.

7. PAYMENTS AND COMPLETION:

- a. "Final Payment shall not be made until the project of clearly defined phase portions thereof, are inspected and accepted by the Owner and TRG Management Company, LLP and all other authorities required by Florida Law."
- b. In accord with the Owner's policy, ten percent (10%) of the amount certified for payment by the Architect shall be retained until final completion of the project or clearly defined phased portions thereof.

8. INSURANCE:

a. Contractor shall provide the following insurance for the benefit of the Owner.

1. **Property Insurance:**

The Contractor will purchase and maintain during the entire time of his agreement, builder's risk insurance (fire, extended coverage, vandalism and malicious mischief) on 100% of the completed value of all insurable portions of work, for the benefit of the Owner, Contractor, and all Subcontractors, as their interest may appear.

2. The Owner, as trustee, shall have the power to adjust and settle any loss with the Insurers.

3. **Liability Insurance:**

The Contractor shall purchase and maintain during the entire time of this Agreement, comprehensive general liability and comprehensive automobile liability insurance as shall protect him from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by himself or by anyone directly or indirectly employed by him, and the amounts of such insurance shall be minimum limits as follows.

The Owner and TRG Management Company, LLP will be named as "Additional Insured" on all policies.

4. **Comprehensive General Liability** (including Premises – Operations: Independent Contractor's Protective: Products and Completed Operation: Broad Form Property Damage):

Bodily Injury:	\$1,000,000.00 Each Occurrence
Property Damage:	\$1,000,000.00 Each Occurrence

Products and Completion Operations to be maintained for one (1) year after final payment.

The owner shall be named as co-insured on all liability insurance.

5. **Employer's Liability** \$1,000,000.00

6. **Contractual Liability:**

Bodily Injury:	\$1,000,000.00
Property Damage:	\$1,000,000.00

7. **Comprehensive Automobile Liability:**

Bodily Injury:	\$1,000,000.00 Each Person
Bodily Injury:	\$2,000,000.00 Each Occurrence
Property Damage:	\$1,000,000.00 Each Occurrence

8. **Workmen's Compensation Insurance:**

Contractor shall acquire and maintain, during the life of this Agreement, Workmen's Compensation Insurance in compliance with Chapter 440. Florida Statutes, for all of his employees connected with the work of the project and further, the Contractor shall require his Subcontractors similarly to provide Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Workmen's Compensation Statute, the Contractor shall provide adequate insurance, satisfactory to the Owner for the protection of his employees not otherwise protected.

9. **Indemnification:**

The contractor shall hold harmless and defend HACFM and TRG Management Company, LLP and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contractor work performed thereunder.

This provision shall also pertain to any claims brought against the Housing Authority of the City of Fort Myers and/or TRG Management Company, LLP by any employee of the named Contractor / Vendor, and Subcontractor, or anyone directly or indirectly employed by any of them.

The Contractor / Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor / Vendor's limit of, or lack of, sufficient insurance protection.

- a. Certificates evidencing that all above insurance is in force shall be furnished to the Owner before any work is begun.
- b. If the surety on any bond furnished by the Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in Florida, the Contractor shall, within five days thereafter, substitute another bond and surety, both of which must be acceptable to the Owner and TRG Management Company, LLP. Said additional bond shall be at no cost to the Owner or TRG Management Company, LLP.

SUPPLEMENTAL INSTRUCTION

1. DEFINITIONS:

- a. All definitions set forth in the STANDARD FORM OF GENERAL CONDITIONS FOR THE CONSTRUCTION CONTRACT are applicable to these SUPPLEMENTAL INSTRUCTION TO BIDDERS.
- b. Bid documents include the ADVERTISEMENT INVITATION TO BIDS, INSTRUCTIONS TO BIDDERS, the BID FORM, the GENERAL CONDITIONS, including any ADDENDA issued prior to the time specified for receipt of bids by HACFM.
- c. ADDENDA are written or graphic instruments issued prior to execution of the contract which modify or interpret the bid documents, including drawings and specifications, by additions, deletions, clarification's or corrections. ADENDA will become part of the CONTRACT DOCUMENTS when the construction contract is executed.
- d. Responsible Bidder: A contractor, business entity who is full capable to meet all of the requirements of the IFB and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith Performance.
- e. Responsive Bidder: A contractor who has submitted a bid that fully conforms in all material respects to the IFB and all its requirements, including all forms and substance. Each bidder by making his bid represents that he has read and understands the documents.

2. EXAMINATION OF BID DOCUMENTS

- a. Each bidder by making a bid represents that the site was visited and familiarized himself with the local conditions under which the work is to be performed, particularly the Davis Bacon Wage Determination for this project.
- b. Bidders taking exception to any part or section of the bid must indicate on a separate sheet entitled "EXCEPTIONS TO BID SPECIFICATIONS." Failure to indicate any exceptions shall be interpreted as the Bidders intent to fully comply with the specifications written.
- c. Unless otherwise provided in any supplement to these INSTRUCTIONS, no bidder shall modify, withdraw, or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids in the ADVERTISEMENT.



- d. Each bidder shall examine the documents carefully and not later than Seven (7) days prior to the date for receipt of bids shall make written request to HACFM for interpretation or correction of any ambiguity, inconsistency, or error therein which may be discovered. Any interpretation or correction will be issued as an ADDENDUM.
- e. Only a written interpretation or correction by ADDENDUM shall be binding. No bidders shall rely upon any interpretation or correction given by any other method.
- f. **ADDENDUMS shall be placed on the HACFM website. Bidders will not be notified when an ADDENDUM is issued. It is the responsibility of the bidder to check the website for any ADDENDUMS.**

3. PREPARATION AND SUBMISSION OF BIDS

- a. Each bidder shall use the BID FORM on indicating prices and project duration days thereon in proper spaces. The prices and days shall be for the entire work and for any alternates specified. Any erasures or other corrections in the bid must be explained or noted over signature of bidders. Bids containing any conditions, omissions, unexplained erasures, alterations, items not called for, or irregularities of any kind, may be rejected by HACFM at their sole discretion.
- b. In no case shall notations of any kind on the envelope alter the contents of the bid documents.
- c. Bids shall be reviewed by HACFM, TRG Management Company, LLP , the Architect and Engineer for the most responsive responsible bid. HACFM shall consider past performance.
- d. **The submission shall include:**
 - 1. **Bid Proposal sent by email**
 - 2. **Bid Bond**
 - 3. **List of Subcontractors**
 - 4. **All Items Listed on the Bidder's Check List.**
 - 5. **Bidder's Check List. (Signed)**

4. QUALIFICATIONS OF BIDDERS:

- a. Bidders on any construction project must be qualified and directly responsible for a minimum of 51% or more of the bid amount for said work.
- b. Provide all permits, certifications, and licensing required to perform the work requested. Contractor must comply with and provide proof that all permitting, and

licensing requirements have been met as set forth by state, local, federal or any other governing agency.

5. DISQUALIFICATION OF BIDDERS:

- a. More than one bid from an individual, firm, partnership, corporation or association under the same or different names will not be considered. Any or all bids will be rejected if there is reason to believe that collusion exists among the bidders and no participants in such collusion will be considered in future bids for the same work. Bids in which the prices are obviously unbalanced will be rejected.
- b. Owner reserves the right to reject any bids where an investigation of the available evidence or information does not satisfy the Owner that the bidder is qualified to carry out properly the terms of the contract documents.

6. BID GUARANTEE:

- a. Each bid must be accompanied by a BID BOND in an amount not less than five percent (5%) of the total amount of the bid and any alternates as a guarantee that the bidder will not withdraw his bid for a period of ninety (90) days after the scheduled time for the receipt of bids.

If recommended for award, the Contractor will enter into a contract with TRG Management Company, LLP. The Contract shall require evidence of all referenced insurance contained in this bid documents. Insurance includes Workmen's Compensation, and Public Liability Insurance, approval of subcontractors by the Owner, and delivery of a PERFORMANCE and PAYMENT BOND satisfactorily to the Owner and TRG Management Company, LLP within ten (10) days after the meeting at which the contract is awarded.

- b. The failure of a successful bidder to execute such contract and to supply the required bonds within ten (10) days after award of the contract, or within such extended period as Owner and/or TRG Management Company, LLP may grant, shall constitute a default and Owner and/or TRG Management Company, LLP may either award the contact to the next responsible bidder or re-advertise for bids. The defaulting bidder shall be responsible for the difference between the amount of the contract subsequently awarded and the bid of the defaulting bidder.
- c. Any bidder that wishes to have their bid bond returned to them must notify the HACFM PROCUREMENT office at 239-344-3241.
- d. All bid guarantees shall meet surety requirements as set forth.



7. OPENING OF BIDS:

The email date and time stamp shall serve as the official receipt and late submissions shall not be accepted.

IMPORTANT: Please be sure to label the email Subject Line with the IFB Number and Name of the project as identified on the cover page.

Any submittals received after the date and time specified herein shall not be accepted. HACFM shall not be responsible or liable for any lost or misdirected responses. Submissions are the responsibility of the proposer.

- a. Due to COVID 19 there will not be a public opening for this project. After the bid closing date, an unofficial Bid Tabulation shall be posted to the Website.
- b. Bids shall not be made public until such time as the bids have been evaluated, awarded and the contract has been executed.

8. BID MODIFICATION:

Mistakes Before Bid Opening. Unless otherwise prohibited by State or Local Law, bidders shall be permitted to withdraw or modify their bids by written notice to HACFM (contact listed herein) prior to the IFB closing date. In no case shall notations of any kind on a bid submittal package alter the contents of the IFB submittal package.

9. WITHDRAWAL OF BIDS:

Withdrawal of Bids. Withdrawal of a bid is permissible if there is an obvious error in the bid such as a math error, but the mistake must be readily apparent from the bid itself. A bidder may be permitted to withdraw a low bid if a mistake is clearly evident on the face of the bid document, but the intended correct bid is not similarly evident. A bidder may also be permitted to withdraw a low bid if the bidder submits written evidence that clearly and convincingly demonstrates that a mistake was made. HACFM shall require written supporting evidence before allowing withdrawal by the bidder.

10. REJECTION OF BIDS:

HACFM reserves the right to reject Bid(s) pursuant to 24 CFR. Rejection of any bid during the evaluation process shall be fully documented, including all reasons for the rejection. Minor informalities in the bid may be waived, as described above. Any bid may be rejected if the Contracting Officer determines that the price is unreasonable. Determining a bid price to be unreasonable includes not only the total price of the bid, but the prices for individual items as well. Any bid may be rejected if the prices for any of the items are materially unbalanced (such as bidding a high price for the first items to be

provided and then low prices for subsequent items). A bid is materially unbalanced if and when there is a reasonable doubt that the bid would result in the lowest overall cost to HACFM, even if it is the lowest bid, or if the bid is so grossly unbalanced that accepting it would amount to an advance payment.

11. AWARD OF CONTRACT:

- a. Owner and TRG Management Company, LLP will consider the project materials, schedule, approach to the intent of the scope of work and associated costs in determining in its opinion what is in the best value to HACFM and TRG Management Company, LLP when awarding the project. Award of the contract, if awarded, will be within ninety (90) calendar days after opening the bids.
- b. Alternate bids will not be considered unless specified in the bidding documents and bid proposal form or by written Addendum.
- c. For bidders who wish to receive copies of bids after the opening, the Housing Authority reserves the right to recover all costs associated with the printing and distribution of such copies. Copies of the bids will not be made available until after final award and execution of the contract for the project.

12. LIST OF SUBCONTRACTORS: (If Applicable)

- a. Each bidder shall submit to Owner a list of subcontractors and major material suppliers to be used if awarded the contract. A list of Subcontractors to be included with the bid submission.
- b. HACFM, the selected bidder shall within seven days submit all information required to establish to the satisfaction of HACFM, the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the sections of the specifications pertaining to such proposed subcontractor's respective trades. Prior to the award of the contract, HACFM will notify the bidder in writing if, after investigation, has reasonable and substantial objection to any person or company on the list. If HACFM has a reasonable and substantial objection to any person or company on the list and refuses in writing to accept such person or company, the bidder, may at his option, withdraw their bid without forfeiture to bid security. If the
- c. bidder submits an acceptable substitute there shall be no change in cost proposed for the project. Subcontractors and other persons and companies proposed by the bidder and accepted by HACFM must be used on the work for which they were proposed and accepted and shall not be changed except with written approval of HACFM.

13. PERFORMANCE AND PAYMENT BOND:

- a. The successful Bidder shall furnish **TRG Management Company, LLP** with a PERFORMANCE and PAYMENT BOND for 100% of the contract price and such additional amounts as may be required by any increase or changes thereof, on the form contained in the Contract Documents, containing all obligations required by Florida Law and executed by a surety company satisfactory to Owner and licensed to do business in the State of

Florida. Any increase or adjustment to the bond shall occur when change is made to cover any increases to the contract price.

- b. The Surety that issues the bonds shall:
- 1) Be licensed to do business in Florida.
 - 2) Have a policyholder's rating of "B" or better as listed in the current Best's Insurance Guide.
 - 3) Have fulfilled all previous obligations to Owner.
- c. The bidder shall deliver the required bond to the TRG Management Company, LLP not later than the date of execution of the CONTRACT.
- d. The bidder shall require the attorney-in-fact who executed the required bonds on behalf of the surety to affix thereto a certified and current copy of his power-of-attorney indicating the monetary limit of such power.

14. TAXES:

- a. HACFM is exempt from the payment of any sales tax to its vendors under Chapter 212, Florida. Statutes. The Housing Authority is also exempt from most Federal excise taxes. By submittal of a properly executed response to a bid from the Housing Authority, the bidder is acknowledging that he is aware of his responsibilities for Florida excise taxes.
- b. Tangible personal property purchased by Contractors in the performance of realty construction for the Housing Authority is taxable, though the Housing Authority is exempt on its own purchases.

15. ADDENDUM:

- a. The Housing Authority reserves the right to formally issue an addendum for clarify and/or changes to the requirements of the bid specifications where it deems

necessary. Any such addendum shall be in writing and shall be posted to the HACFM website. It shall be the bidder's responsibility to monitor the HACFM website for addendums. Addendums will not be distributed to bidders by HACFM. No oral clarifications or amendments shall be considered binding.

- b. If the bidder should believe the meaning of any part of the Bid Document contains errors or omissions and/or if the bidder has questions regarding the specifications, the bidder will submit questions/clarifications in writing to HACFM seven (7) days prior to the bid opening date. Such submissions shall be reviewed and appropriate action, if any is required, will be taken in the form of an addendum.

16. AGGRIEVANCES OR PROTEST:

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to the Housing Authority of the City of Fort Myers (HACFM) and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the Procurement Officer a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and Legal Holidays) after receipt of written notice from HACFM of the Intent To Award.

For the purpose of computation, the initial notice of intent to file a protest shall be received by the no later than four o'clock (4:00) P.M. on the third working day following the day of receipt of notice of the intended decision or the date of posting of bid tabulation.

Any contractor/vendor/firm that has submitted a bid to the HACFM who is affected adversely by the intended decision with respect to bid award, shall file a formal, written protest within five (5) calendar days after the date of filing of the initial notice of intent to file a protest. Upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the HACFM in an amount equal to five percent (5%) of the total bid/quote/proposal or Ten

Thousand Dollars (\$10,000.00) whichever is less. Said bond shall be designated and held for the payment of any costs that may be levied against the protesting contractor/vendor/firm by HACFM, as the result of a frivolous Protest. Said surety shall be in the form of a cashier's

check on a national or state bank, money order, or a protest bond executed by the contractor/vendor/firm and a qualified Surety authorized to do business in the State of Florida and acceptable to HACFM.

Failure to submit a cashier's check on a national or state bank, money order or bond simultaneously with the Formal Written Protest shall invalidate the protest, at which time HACFM may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.

a. Decisions

HACFM shall issue a written decision to any properly filed protest within 15 business days of receipt.

b. Form and Manner of Filing Protests and Decision Appeals

Appeals to protest decisions must be in writing, signed, and explain the basis of the protest, or the appeal will not be considered. All appeals should be served in person, or by certified to the Procurement Officer.

c. Reservation of Rights

A filing, review, or decision of a protest pursuant to this procedure shall not enjoin or prevent HACFM from the exercise of any of its rights or remedies, nor act as a waiver of such rights and remedies. This reservation of rights includes, but is not limited to HACFM's exercise of rights in contract, law and equity to give notice to a contractor to proceed with work, enter into or cancel a contract, add, delete, or modify contract specifications, withdraw or reissue specifications, or charge, fine or assess liquidated or contract damages, even in the event that such an action may be the subject of a procurement protest.

d. Exhaustion of Remedies

A person or business entity who has filed a timely notice of procurement protest, received a decision, filed a timely notice of appeal, and received a decision regarding said appeal, shall be deemed to have exhausted administrative remedies with HACFM.



Proposal Form
IFB No. 20-75, Roof Repair Project at
Renaissance Preserve Apartments

Contractor Name: _____

Date: _____

In accordance with the invitation for Bid we are pleased to submit our proposal as described herein for aforementioned project.

The Proposer proposes and agrees, if this Proposal is accepted, to contract with the Housing Authority of the City of Fort Myers and hereby shall furnish work in full for the Lump Sum listed below:

Base Bid (Lump Sum) \$ _____

Lump Sum written _____

The unit cost are part of the pricing to be provided as part of the proposal form and will be part of the project contract agreement. Unit costs shall be used during the project to determine the amounts to be charged for additional scope change order item after the additional scope of work has been approved in writing by the HACFM.

	Description	Unit Cost
a)	2' x 4' roof sheathing	\$
b)	4' x 4' roof sheathing	\$
c)	4' x 8' roof sheathing	\$
d)	2' x 4' wall sheathing	\$
e)	2' x 8' wall sheathing	\$
f)	Headwall flashing repair minimum 8' length	\$
g)	Headwall flashing repair per foot above 8' minimum	\$
h)	Sidewall flashing repair minimum 5' length	\$

i)	Sidewall flashing repair minimum 9' length	\$
j)	Sidewall flashing repair per foot above 5' and 9' minimums	\$
k)	Painting per square foot minimum area 100 sq. ft.	\$
l)	Painting per square foot above 100 sq ft. minimum	\$
m)	Caulking per window	\$

Note: Headwall and sidewall flashing repairs would include all stucco, roof, and flashing work to complete repair. No painting

Due to COVID-19, respondents may send Submittals electronically by emailing them to Laurie@hacfm.org.

**IMPORTANT: Please be sure to label the email Subject Line as follows:
"Response to IFB No. 20-75, Roof Repair Project at Renaissance Preserve Apartments"**

The undersigned, herein referred to as the Proposer, has familiarized themselves with the RFP in its entirety and the local conditions under which the work is to be performed and is satisfied with the conditions of delivery, handling and storage of equipment and all other matters which may be incidental to the work, before submitting a proposal.

The undersigned agrees, if this proposal is accepted, to furnish any and all items/services upon which prices are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be one hundred eighty (180) calendar days.

By submitting a proposal in response to this solicitation, the proposer certifies that at the time of submission, he/she is not on the Federal Government's or the State of Florida's list of suspended, ineligible, or debarred contractors.

In the event of placement on the list between the time of proposal submission and time of award, the proposer will notify the HACFM. Failure to do so may result in terminating this contract for default.



The undersigned affirms that they have read and do understand the specifications and any attachments contained in this RFP package.

By signing this document I, an authorized representative of the Proposer, certify that my company has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that the Proposal we have submitted for this RFP has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that our Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

Failure to sign and return this form will result in the rejection of the entire proposal.

Company Name

Authorized Signature

Date

Authorized Signer Printed name and Title

Date



BIDDERS CHECK LIST

Please read carefully, sign in the spaces indicated and return with your proposal. Proposer should check off each of the following items as the necessary action is completed.

Exhibit A – Plans/Specifications

Exhibit B – Davis Bacon Wage Determination and WH 347 Payroll Instructions

Bidders Check List

Official Bid Form (prices & unit prices offered have been reviewed and form has been signed by an authorized agent for the Contractor)

Bid Bond

Proposed project schedule based on the tentative timeline

Provide List of Subcontractors

Section 3 Policy and Certification

5369 - Instructions to Bidders

5369 - A Representations, Certifications, and Other Statements of Bidders

5370 - General Conditions for Construction Contracts

Disclosure of Lobbying Activities

Non-Collusion Affidavit of Contractor

50070 Drug Free Workplace

Public Entity Crime Form

I acknowledge receipt of the following addenda, and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____

Addendum # _____ Date: _____



Exhibit A

Moore and Spence Architects PA Plans and Technical Specifications – A-1



Exhibit B

Davis Bacon

HOUSING AUTHORITY OF THE CITY OF FORT MYERS
IFB No. 20-75, Roof Repair Project at
Renaissance Preserve Apartments



HUD Forms