

## INVITATION TO BID

Date: April 5, 2018  
To: Invited HCD Contractor List Contractors

**SEALED BIDS**, subject to the conditions contained herein, will be received until 1:00 pm on April 12, 2018, then to be opened and read for the following project:

Project Location: 4121 E. Okara Road  
TAMPA, FLORIDA

Owner: 17-OOR-037  
(singularly or collectively as the case may be)

Project Description: Rehabilitation of an owner-occupied residence including, but not limited to:  
Roof, Termites, Plumbing

This project is to be carried out subject to a contract between the successful bidder and the Owner, who is the approved recipient of certain state and/or federal program funds administered by the City of Tampa (City). While the City may assist with certain management aspects of the project and a successful bidder will owe certain duties to the City and public program entity, the successful bidder will not contract with the City or the public program entity.

Bid documents are being provided to invited entities from the HCD Contractor List for their use in developing bids subject to the Housing and Community Development Division (HCD) Programs Handbook for Contractors. For information on the HCD Contractor List, please contact HCD at (813) 274-7980.

### **MANDATORY PRE-BID WALK THROUGH**

All bidders must have representation at the mandatory Pre-Bid Walk Through to be held at the above Project Location at \_\_\_\_\_ on \_\_\_\_\_.

LEAD-BASED PAINT STATUS:  Positive  Negative  Not applicable

*Report(s) available online (attached to work description) or copies available upon request.*

ASBESTOS SAMPLING:  Positive  Negative  Not applicable

*Report(s) available online (attached to work description) or copies available upon request.*

The Pre-Bid Walk Through will start promptly at the time specified. Contractors are required to sign in. Contractors who arrive late (as determined by the City's Housing Quality Specialist (HQS)) or fail to attend will not be allowed to sign in and will not be eligible to bid. Contractors may not begin to inspect the home or Project site before the City's HQS arrives and the Pre-Bid Walk Through officially starts. **BRING A COPY OF THIS DOCUMENT TO THE PRE-BID WALK THROUGH.**

Bids should be submitted on the Bid Response Form provided. Bids are required to be submitted under a condition of irrevocability for a period of 60 days after submission. Bids are by invitation only. Bids from unsolicited bidders will be returned.

Questions regarding this bid should be submitted by email to maryellen.vegeto at tampagov.net. Questions will be accepted up to five (5) days prior to the scheduled opening date and time referenced above.

Submission of bid responses by mail, hand delivery, or express mail must be in a sealed envelope with bidder's name and return address indicated. If submitting the bid by express mail, please place the bid in a separate sealed envelope inside the carrier's envelope. Please mark on the **outside of the sealed envelope and on any carrier's envelope:**

**SEALED BID FOR**  
4121 E. Okara Road  
TAMPA, FL  
1:00 pm **ON** April 12, 2018

and sent to the following address:  
Purchasing Department  
Tampa Municipal Office Building, 2nd Floor 306  
E. Jackson Street, Tampa, Florida 33602

**NOTE:** The Tampa Municipal Office Building is a controlled access building and all visitors are required to obtain a Visitor's Pass prior to visiting the Purchasing Department.

Bids shall be accepted no later than the opening date and time referenced above. The bid opening shall be thereafter and open to the Public. Bids received after the due date and time shall be rejected. Offers by telegram, telephone, or facsimile (FAX) machine are not acceptable. No bid may be withdrawn or modified after the time fixed for bid opening.

Attached are important instructions regarding responses to this invitation. **Failure to follow these instructions may result in your bid being disqualified.**

## INSTRUCTIONS TO BIDDERS

**EXECUTED, SEALED BID:** Submit **one (1) original and one (1) copy** of the Bid Response Form and any other requested forms of documents furnished in the bid package, including but not limited to the Contractor Compliance Affidavit. Documents must be executed by an original, manual signature of an authorized representative of the bidder in the Bid Response Form. Bids must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by bidder to a bid must be initialed. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain mathematical errors, erasures, alterations, or irregularities of any kind may be declared unacceptable. Failure to submit all documents can void a Bid. Bids that are unresponsive, unreasonable, and inaccurate, contain incorrect totals, or are unsigned may be rejected

Bidders are cautioned that all items quoted must be in compliance with the bid documents (Bid Documents), including but not limited to the Scope of Work Write Up write up, any Addenda issued, and the current issue of the City of Tampa Housing and Community Development Division Handbook for Registered Contractors (Handbook).

Bidders discovering any ambiguity, conflict, discrepancy, omission or other error in this Invitation to Bid, shall immediately notify the City of such error in writing via email and request modification or clarification of the Invitation to Bid. Modifications will be made by issuing an addendum and will be given by written notice via email to all prospective Bidders who attended the mandatory Pre-Bid Walk Through, using information provided. Addenda will be disseminated at least five days prior to this Bid opening date. The Bidder is responsible for clarifying any ambiguity, conflict, discrepancy, omission or other error in the Bid prior to submitting the bid or it shall be deemed waived.

Submission of a Bid shall constitute an acknowledgment by the bidder that bidder has thoroughly examined and is familiar with the Project Location and proposed work as set forth in the Bid Documents subject to the Handbook and contract to be entered into with the Owner (Contract), the form of which is set forth in the Handbook. The failure or neglect of a bidder to examine the site(s) of the work shall in no way relieve bidder any obligations with respect to the Bid. No claim for additional compensation will be allowed which is based upon a lack of knowledge of the Bid Documents, Contract, Handbook, or upon a lack of a reasonable knowledge gained through examination of the site(s) of the work.

Federal funds  are NOT |  are used from \_\_\_\_\_ Not Applicable.  
which federal funds require Bidder to submit Form 1: Section 3 Clause and Form 2: Certification of General Contractor Eligibility. Bidder will not be penalized for including those forms when they are not otherwise required.

The Contract allows for assessment of liquidated damages, which amount shall be \$50.00 per calendar day.

Labor, overhead, permits, insurance and profit must be included into each itemized price and not listed as a separate itemized price or listed under miscellaneous. Non-compliance will result in rejection of the bid.

Itemized and/or unit pricing may be used for negotiation, in the event of a change in the extent or scope of work, as described in the Handbook.

All rehabilitation work performed must be inspected (rough-in and final) and conform to City and County Ordinances, State Laws, and the Florida Building Code.

Contractor must be a CERTIFIED RENOVATOR in accordance with HUD 24 CFR PART 35.

If there is any conflict between or among the various Bid Documents and the Handbook regarding the scope or detail of the goods and/or services requested, the more stringent or higher quality standard shall control.

**BIDS MUST INCLUDE THE MOST RECENT VERSION OF THE SCOPE OF WORK WRITE UP COMPLETE WITH COST AND OTHER INFORMATION FILLED OUT AS INDICATED BY BIDDER:** Bidders are reminded that the most recent version of the Scope of Work Write Up **MAY NOT BE** the version originally attached to the Invitation to Bid as the Scope of Work Write Up is expected to change likely in response to information and comments made during the mandatory Pre-Bid Walk Through. Subsequent version(s) of the Scope of Work Write Up will be transmitted to Bidders who signed in at the mandatory Pre-Bid Walk Through, using information available. However, it is Bidder's responsibility to complete and submit the appropriate version of the Scope of Work Write Up. Failure to use the most recent version of the Scope of Work Write Up may result in a bid being rejected. To verify receipt of the most recent Scope of Work Write Up, bidders may contact the HQS at 813-274-7980.

Bid tabulations (results) will be made available to bidders after the scheduled public opening of the sealed bids.

The City reserves the right to accept, cancel, or reject any and/or all bids, or request a re-bid and to waive minor defects, variations to specifications, informalities, irregularities and technicalities, to reject any and all Bids in whole or in part, with or without cause, and/or to accept Bids that in its judgment will be for the best interest of the City. The City may also reject any or all Bids without cause prior to award. If the lowest responsive bid exceeds an amount 15% above or 15% below the estimated bid price, all bids will be rejected.

The Bidder shall comply with the applicable requirements of Federal and state laws, all Codes and Ordinances of the City of Tampa as

amended from time to time and any applicable professional regulations.

The Bidder is expected to carefully examine the entire bid package, including but not limited to the all provisions, terms, and conditions. **Failure to do so will be at the Bidder's risk.**

Again, all contracts for services will be between the selected contractor and the homeowner Owner. The City is the project lender (including funds provided by or through state and or federal program entities) and merely uses its bidding system to collect bids as a convenience to its borrowers and to ensure that any direct or indirect payment from the borrowed funds are paid to program-qualified entities. The City also audits the rehabilitation services for compliance with public program requirements and, accordingly, a successful bidder will owe certain duties to the City and public program entity.

**CONVICTED VENDOR LIST (PUBLIC ENTITY CRIME):** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on an award to provide any goods or services to a public entity, may not submit a bid on an award with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of 36 months from the date of being placed on the convicted vendor list. [See Florida State Statute 287.133 (2)(a)]

**FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119 of the Florida Statutes, and, except as may be provided by Chapter 119 of the Florida Statutes and other applicable State and Federal Laws, all Bidders should be aware that the Bid and the responses thereto are in the public domain and are available for public inspection and copying. However, Bidders are requested to identify specifically any information contained in their Bids which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All submittals received in response to this Bid will become the property of the City of Tampa and will not be returned.\*

**\*A bid will not be accepted when the entire submittal is labeled as exempt from public disclosure. Bidder's references and cost or price information will be deemed a public record, and if a claim of confidential/proprietary information is made, the City may deem the Bid submittal non-responsive.**

**DATA COLLECTION:** Pursuant to Section 119.071(5)(a), Florida Statutes, social security numbers collected from bidders are used for identification, verification, and tax reporting purposes.

**BID CHECKLIST:** Bidder is encouraged to any attached Bid Submittal Checklist in addition to providing the required information.

**BID PROTESTS:** Bid protests procedures are in accordance with the Housing and Community Development Division (HCD) Programs Handbook for Contractors, which is available on the City's webpage at [www.tampagov.net/hcd](http://www.tampagov.net/hcd)

**EVALUATION OF BIDS:** All bids received by the specified date will be opened by HCD staff and the Owner, if available. Contractor selection will be based on the lowest sealed bid provided there are no reasonable objections to the bid or the Contractor. The review process will be conducted in two phases. In Phase One, the Housing and Community Development Division (HCD) Manager or designee shall determine whether each Bidder submitted a Bid that conforms in all material respects to the requirements in this Invitation to Bid (ITB) and is responsive. Among other things, a Bid may be found non-responsive if the Bidder fails to provide the information requested; fails to utilize or complete the required forms; provides incomplete, indefinite, or ambiguous responses; fails to comply with the applicable deadlines; provides improper or undated signatures; or provides information that is false, misleading, or exaggerated. A responsible Bidder means a Bidder meets the minimum qualification requirement(s) of this ITB. In Phase Two, the Owner and HCD Manager or designee will, review the Bidders that are deemed responsive and responsible awarding the Contract pursuant to the Handbook, which among other things reserves the right for Owner, subject to certain conditions, to use a contractor of Owner's choice.

**INSURANCE:** Insurance coverage required by the Handbook must in force throughout the Contract term. Contractor shall not commence work without first presenting a certificate of insurance evidencing such coverage to both the Owner and HQS. Contractor must likewise present proof of renewal to the Owner and HQS within five (5) business days prior to the expiration date of an existing insurance policy; if not, both Owner and the HQS shall have the absolute right to terminate the Contract without any further obligation to the Contractor; provided, however the Contractor shall be liable for the entire additional cost of performing the incomplete portion of the Contract at the time of such termination, which cost may be deducted or withheld from any existing contract between Contractor and Owner or Contractor and the City.

**EQUAL OPPORTUNITY:** All bidders are hereby notified that all eligible businesses, including Small Local Business Enterprises (SLBEs) will be afforded a full opportunity to participate in any award made by the City of Tampa pursuant to this present matter and will not be subjected to discrimination on the basis of race, color, sex, or national origin.

END OF INSTRUCTIONS TO BIDDERS

## BID INSTRUCTIONS

To be considered, proposals must be in accordance with these instructions to bidders.

### 1. Documents:

1.1 Copies of all documents are on file at the City of Tampa office, and may be obtained by contacting the HQS at that office.

### 2. Submitting Bids:

2.1 . Each bid shall be addressed to the **City of Tampa – HCD** and shall be delivered to the **City of Tampa Purchasing office located at 306 E. Jackson St., 2nd floor, Tampa FL 33602** on or before the day and hour set for opening of the bids in the Invitation to Bid. The bid shall be enclosed in a sealed envelope bearing the address of the work. It is the sole responsibility of the Bidder to see that the bid is received in proper time.

2.2 The City of Tampa will open all sealed bids received from bidders at **1:00 PM EST on 4/12/18**, at the **City of Tampa - HCD** office located 306 E. Jackson St., 3N, Tampa FL 33602. Bids received after that time will not be accepted. The City of Tampa reserves the right to waive irregularities in bids and in the bidding and to reject any or all proposals.

2.3 Bids shall be made upon the "Scope of Work Write-Up" form and the "Bid Form" provided therefore, properly executed and with all amounts and blanks filled in. **DO NOT** change or add to the wording of the "Scope of Work Write-Up" or the "Bid Form". Each blank where a price is to be filled in on the "Scope of Work Write-Up" shall include all costs, overhead and profit and shall be rounded off to the nearest dollar. The "Bid Form" shall include the total amount of the bid. Unauthorized conditions, limitations, or provisions attached to the proposal shall be cause for rejection of the entire bid.

### 3. Insurance:

3.1 The Contractor shall purchase and maintain such insurance to protect the Contractor against claims as set forth in the General Conditions.

3.2 Certificates of Insurance acceptable to **City of Tampa - HCD** shall be filed with **City of Tampa - HCD** prior to commencement of the work. These certificates shall contain a provision that coverage afforded under the policies will not be canceled until at least ten days prior written notice has been given to **City of Tampa – HCD**.

### 4. Examination of Drawings, Specifications and Site of Work:

Before submitting a bid, each Bidder shall carefully examine and read the Specifications and all other Contract Documents and visit the site of work on the specified walk through date. Each Bidder shall be fully informed prior to bidding as to all existing conditions and limitations under which the work is to be performed and the bidder shall include in the bid a sum to cover the cost of all items necessary to perform the work as set forth in the Contract Documents. No allowances shall be made to any Bidder because of lack of such examination or knowledge. The submission of a bid shall be construed as conclusive evidence that the Bidder has made such examination.

### 5. Proof of Competence of Bidder:

Any Bidder may be required to furnish evidence satisfactory to **City of Tampa - HCD** that shows the contractor and proposed sub-contractors have sufficient means and experience in the type of work called for to assure completion of the contract in a satisfactory manner.

**6. Withdrawal of Bids:**

Any Bidder may withdraw his/her bid, either personally, or by written notice at any time prior to the scheduled time for opening of bids.

**7. Award or Rejection of Bids:**

The awarded contract will be to the lowest responsible Bidder, subject to Owner's right to reject any and all bids or to waive any informality in the bids or in the bidding.

**8. Alternate Bids:**

Alternate bids will not be considered except where specifically called for.

**9. Execution of Agreement:**

Where Bidder is a corporation, proposals must be signed under the legal names of the corporation followed by the name of the state of incorporation and legal signature of an agent authorized to bind the corporation to a contract.

**10. Contractor's License Law:**

Contractor shall comply with, and require all sub-contractors to comply with state and city contractor's license laws and be duly registered and licensed thereunder.



Housing Rehabilitation Specialist prior to the submission of a bid. Claims for additional funds due to discrepancies in Quantities shall not be honored if submitted after the bid submission.

#### **ALL PERMITS REQUIRED**

Contractor shall apply for and get all permits necessary for all Scope of Work Write Up and provided to the City prior to the start of any permitted work. All permit cost should be included in the corresponding line item.

#### **ENVIRONMENTAL REHAB--RRP REQUIREMENTS**

Any contractor performing renovation, repair, and painting projects that disturb lead-based paint in pre-1978 homes must comply with EPA 40 CFR Part 745(Lead; Renovation, Repair, and Painting Program), be certified by the EPA as a Renovation Firm and must use Certified Renovators who are trained by EPA-approved training providers to follow lead-safe work practices.

#### **WORK TIMES**

Contractors and their Subcontractors shall schedule working hours between 8:00am and 6:00pm Monday through Friday. Requests to work on weekends and before or after these hours must be approved by the homeowner.

#### **SUBSTITUTION APPROVAL PROCESS**

Any requests for substitutions of specified proprietary items must accompany the initial proposal and shall include: the manufacturer's specifications; full installation instructions and warranties. The agency and owner will notify the contractor of decision at contract award.

#### **FINAL CLEAN**

Remove from site all construction materials, tools and debris. Sweep clean all exterior work areas. Vacuum all interior work areas, removing all visible dust, stains, labels and tags. Clean all windows referenced in specifications.

\*\*If a Roof is to be installed contractor is required to lay down a tarp around the house to catch any nails and or roof debris. The tarp is to be cleaned up daily to avoid any blowing debris.

#### **1 YEAR GENERAL WARRANTY**

Contractor shall remedy any defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within one year from final payment. Contractor shall remedy any roof defect due to faulty material or workmanship and pay for all damage to other work resulting therefrom, which appear within 5 year for roofs from final payment. Further, contractor shall furnish owner with all manufacturers' and suppliers' written warranties covering items furnished under this contract prior to release of the final payment. All original warranties to be turned in to homeowner in a bound package. Copy of all warranties to be turned in to the City of Tampa at the completion of the job.