

BID RESPONSE FORM

To: Purchasing Department, Tampa Municipal Office Building, 2nd Floor 306 E. Jackson St., Tampa, FL 33602

For: Project located at
for Owner(s)

Submission Date: *(Bidder to enter submission date)* _____

Submitted By: *(Bidder to enter name, address, and contact information)*

Legal Name of Bidder: _____

Bidder's Address: _____

Bidder Contact Name: _____ Contact Phone: _____

Binding Offer: Having fully examined the existing condition of the Project Location (including attending the mandatory Pre-Bid Walk Through) and after having carefully examined with full understanding all component parts of the bid documents provided regarding the above project (Bid Documents), including the Invitation to Bid, Instruction to Bidders, Scope of Work Write Up, Supplemental Bid Information, etc., the below named fully authorized person on behalf of the entity submitting this Bid does hereby pledge said entity to enter into a contract (Contract) with the Owner in the form set out in the Handbook (defined below) to fully perform the Bid Document work in strict accordance with said Contract for the following lump sum (Total Bid Price):

_____ DOLLARS
AND _____ CENTS (\$ _____)

This bid includes and incorporates as an integral part the below Bid Supplements and the most recent version of the City of Tampa Housing and Community Development Division Programs Handbook for Contractors (Handbook), which Bidder has carefully examined and fully understands.

The Total Bid Price includes all applicable federal, state, and local taxes together with the furnishing of all labor, overhead, profit, rental costs, tools, equipment, materials, and any other items, facilities, and services, without exception for the proper execution and completion of this project in accordance with the Contract, Bid Supplements, and Handbook within the time limits specified. Bidder understands there will be **NO CHANGE ORDERS OR ADDITIONAL FUNDING** on this project except to meet housing or building code requirements.

Bidder acknowledges the Contract allows for the assessment of liquidated damages, which have been set for this project at _____ per calendar day.

This binding offer is open to acceptance and is irrevocable for sixty (60) days from the bid opening date. If timely accepted, Bidder will (i) enter into the Contract; (ii) attend a pre-construction/closing meeting; and (iii) commence work and permitting within seven (7) calendar days of the date on the Notice to Proceed.

Bidder's own initial application for employment has criminal history screening practices similar in nature those contained in Chapter 12, Article VI, City of Tampa Code *(Responses are for informational purposes only and will not be used as a basis of award or denial, nor as a basis for any protest)*: Yes No

Bidder understands that the right is reserved by Owner and City to reject any and all bids.

Bidder acknowledges the Scope of Work Write Up version dated _____ was received and taken account in this bid, including changes (if any) from the version originally attached to the Invitation to Bid.

The following addenda were received and made a part of this bid: #1 ____ #2 ____ #3 ____ #4 ____.

- Bid Supplements:
- Scope of Work Write Up *(Bidder MUST attach the most recent version complete with cost information.)*
 - List of Subcontractors and Suppliers
 - Contractor Compliance Affidavit
 - If the Invitation to Bid notes federal funding is being used, Bidder MUST ALSO attach the following:
Form 1: Section 3 Clause and Form 2: _____

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE.

[SEAL]

Name of Bidder: _____

Authorized Signature: _____

(Must be an original, manual signature in ink)

Signer's Printed Name: _____

Title: Self/Sole Owner President CEO/CFO General Partner
 Mgr. (Mgr.-Managed LLC) Auth. Mbr. (Mbr-Managed LLC)

License No. _____

END OF BID RESPONSE FORM

Scope of Work Write Up

Bids must include the most recent version of this document 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 garnered 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.

**See ITB – You Must Complete
and Insert the Appropriate
Version of the Scope of Work
Write-Up with Your Sealed Bid.**

List of Subcontractors and Suppliers

Project Location:
 Owner(s):
 Project Description: Rehabilitation of an owner-occupied residence.
 Bidder: _____

Complete and submit the names of all persons or entities (subcontractors and suppliers) who are performing, furnishing, supplying, or providing any portion of the work in the above mentioned project.

	SUBCONTRACTOR/ SUPPLIER NAME	TYPE OF BUSINESS/TRADE	ADDRESS	PHONE	CERTIFICATION <small>Check to Indicate if Section 3 contractor or City of Tampa Minority, Small, or Woman- Owned Business</small>
1)					<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Neither
2)					<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Neither
3)					<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Neither
4)					<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Neither
5)					<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Neither
6)					<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Neither
7)					<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Neither
8)					<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Neither
9)					<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Neither
10)					<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Neither
11)					<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Neither
12)					<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Neither
13)					<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Neither
14)					<input type="checkbox"/> Section 3 Contractor <input type="checkbox"/> City Certified SLBE/WMBE <input type="checkbox"/> Neither

[] If checked; please see attached page(s) showing additional subcontractors. [NOTE: Additional pages must comply with this form.]

THIS FORM MUST BE SUBMITTED WITH YOUR SEALED BID

Contractor Compliance Affidavit

Project Location:

Owner(s):

Project Description: Rehabilitation of an owner-occupied residence.

Bidder: _____

STATE OF _____
COUNTY OF _____

The below named person, appearing before the undersigned authority and after being first duly sworn, for him/herself and on behalf of the above named Bidder submitting a bid (Bid) for the above named project (Project) does hereby affirm and declare as follows:

1. I am a natural person of lawful age who is authorized to act on behalf of Bidder. I am familiar with the Bid to which this Affidavit is attached and all statements made in said Bid are true and correct to the best of my knowledge, which includes such matters.
2. Bidder has not submitted a rigged Bid, nor engaged in collusive bidding, or a collusive bidding arrangement, or fraudulent bidding, or entered into a conspiracy in connection with this Bid with any other person, partnership, corporation or other entity making a bid for the same purpose. Nor has Bidder entered into any understanding or agreement with any other person or entity where one or more such persons or entities agrees not to bid or fixing the prices to be bid. Bid price(s) are fair and proper and not tainted by any collusion, conspiracy, or unlawful agreement.
3. Bidder understands any resulting contract must be performed in compliance with all applicable laws, rules, and regulations, including without limitation: Section 8 Existing Housing Quality Standards; Energy Policy and Conservation Act of 1975; HUD Lead-Based Paint Regulations; and Section 3 Clause of the Housing and Urban Development Act of 1968 ; Section 504, Rehabilitation Act of 1973; Executive Order 11246, as amended by Executive Orders 11375 and 12086; Title VI of the Civil Rights Act of 1964; and Section 109, Housing and Community Development Act of 1974.
4. Bidder provides assurance that it is and, during the performance of any contract resulting from this Bid, will be in compliance with Title VII of the 1964 Civil Rights Act, the Florida Civil Rights Act of 1992, and the City of Tampa Code, Chapter 12, in that Bidder does not on the grounds of race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against said Bidder's employees or applicants for employment. Bidder understands and agrees that the award of such contract is conditioned upon the veracity of this statement of assurance, and that violation of this condition shall be considered material breach of such contract. The foregoing statement shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.
5. Bidder does not maintain or provide for its employees any segregated facilities at any of its establishments, and Bidder does not permit its employees to perform their services at any location, under Bidder's control where segregated facilities are maintained.
6. No person who presently exercises any functions or responsibility on behalf of the City of Tampa in connection with this Bid has any personal financial interests, direct or indirect, with Bidder. Bidder further covenants that, in the performance of any contract resulting from this Bid, no person having such conflicting interest, shall be employed by Bidder. Bidder is further aware of the conflict of interest laws of the State of Florida, particularly, Chapter 112, Part III, Fla. Stat.; and the United States Department of Housing and Urban Development, particularly, 24 CFR Part 570 § 570.611, and agrees that it shall fully comply with all respects to those provisions. No part of the Bid Sum will be paid to any employees of the City of Tampa, its elected officials, and the Housing and Community Development Division as kickback, reward or gift, directly or indirectly.
7. Bidder covenants that neither Bidder, nor any employee of Bidder, has any interest in the Project or Owner's property and shall not acquire any interest, direct or indirect, in same, or any other interest which would conflict in any manner with its performance of any resulting contract.
8. Bidder (including its principals) has | has NOT been debarred or suspended from contracting with a public entity.
9. Bidder has | has NOT implemented a drug-free workplace program that meets the requirements of Sec. 287.087, Fla Stat.
10. Bidder (including its principals and those persons or entities associated with Bidder that meet the Sec. 287.133, Fla. Stat. definition of "affiliate") has | has NEVER appeared on the Sec. 287.133, Fla. Stat. convicted vendor list.
11. Bidder is | is NOT a contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representatives (USTR).

Signature: _____
(Must be an original, manual signature in ink)

Printed Name: _____

The forgoing instrument was sworn (or affirmed) before me this ____ day of _____, 20__ by _____ of _____, who is personally known to me or produced a/n _____ as identification.

[NOTARY SEAL]

Notary Public, State of _____
Notary Printed Name: _____
Commission No.: _____
My Commission Expires: _____

THIS FORM MUST BE SUBMITTED WITH YOUR SEALED BID

Federal Funding Affidavit and Certification Forms
FORM 1: SECTION 3 CLAUSE

Project Location:
Owner(s):
Project Description: Rehabilitation of an owner-occupied residence.

Bidder: _____

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development (HUD) Act of 1968, as amended. 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3 shall to the greatest extent feasible be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to any project agreement agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this document and any project-related contract, the parties thereto certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- C. Contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each and the name and location of the person(s) taking applications for each of the positions, and the anticipated date the work shall begin.
- D. Contractor agrees to include this Section 3 clause in every subcontract subject to CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. Contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected, but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of a project-related contract for default and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

The authorized representative of Bidder (contractor/subcontractor) by his/her signature(s) affixed hereto declares under penalty or perjury that he/she has read the foregoing and accepts same for such party as an integral part of any contract regarding this project.

Name of Bidder: _____

[SEAL]

Authorized Signature: _____
(Must be an original, manual signature in ink)

Signer's Printed Name: _____

Title: Self/Sole Owner President CEO/CFO General Partner
 Mgr. (Mgr.-Managed LLC) Auth. Mbr. (Mbr-Managed LLC)

License No. _____

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