

Sarasota Housing Authority

INVITATION FOR BIDS (IFB) NO. 2018-B02

McCown Parking Lot- ADA Entrance Upgrades



IFB Document

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INVITATION FOR BIDS (IFB) No. 2018-B02 McCown Parking Lot-ADA Entrance Upgrades

INTRODUCTION

The Sarasota Housing Authority (hereinafter, "the Agency") is a public entity that was formed in 1938 to provide federally subsidized housing and housing assistance to low-income families, within the City of Sarasota, FL. The Agency is headed by a President & CEO and is governed by a seven-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the Agency's procurement policy.

Currently, the Agency owns and/or manages: (a) Conventional Public Housing complexes totaling 407 units; (b) One multifamily Section 8 NC senior complex with 75 units; (c) administers a total of 1500 Section 8 Housing Choice Vouchers; (d) around 60 units of Neighborhood Stabilization Program (NSP) rental units, and (e) HUD Public Housing Modernization/Capital Fund Program annual grants and other grants. The Agency is entrepreneurial in its mission to develop and provide housing to low-income families and individuals, and in serving the community at large. The Agency has an annual budget of \$16 million and currently employs 31 staff.

In keeping with our Agency Procurement Policy, the Agency is now soliciting bids from qualified, licensed and insured entities to provide the above noted services to the Agency. All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

IFB INFORMATION AT A GLANCE

[Table No. 2]

AGENCY CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to "Contracting Officer" or "(CO)" shall be a reference to Mr. Clayton.)	Lance Clayton, Director of Construction Andrea Keddell, Executive Assistant Telephone (941) 361-6210 x221 E-mail: lcclayton@sarasotahousing.org akeddell@sarasotahousing.org TDD/TTY: (800) 995-8771
HOW TO OBTAIN THE IFB DOCUMENTS ON THE APPLICABLE INTERNET SITE	<ol style="list-style-type: none"> 1. Access https://ha.economicengine.com/requests.html?company_id=30452 2. Click on the link to login or register your company. 3. Follow the listed directions. 4. If you have any problems in accessing or registering on the system, call Customer Support at (866) 526-9266.
PRE-BID CONFERENCE	<u>Thursday, August 9, 2018, 2:00 pm EST</u> Sarasota Housing Authority 1300 Blvd of the Arts, Sarasota, FL 34264
DEADLINE TO SUBMIT QUESTIONS	<u>Thursday, August 23, 2018, 2:00 pm EST</u>
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	<ol style="list-style-type: none"> 1. As directed within Section 3.2.1 of the IFB document, submit certain required financial information where provided within the eProcurement Marketplace website. 2. As instructed within Section 3.0 of the IFB document, submit 1 copy of your sealed "hard copy" bid to The Agency Administrative office.
BID SUBMITAL RETURN & DEADLINE	<u>Wednesday, August 29, 2018, 2:00 pm EST*</u> Sarasota Housing Authority 269 S. Osprey Ave., 2 nd Floor, Sarasota, FL 34236 *(The proposed costs must be entered within the aforementioned Internet site <u>and</u> the "hard copy" bid must be received in-hand and time-stamped by the Agency by no later than <u>2:00 p.m.</u> on this date).
ANTICIPATED APPROVAL BY THE AGENCY BOARD OF COMMISSIONERS	September, 2018



- 1.0 THE AGENCY'S RESERVATION OF RIGHTS.** The Agency reserves the right to:
- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by The Agency to be in its best interests.
 - 1.2 Right to Not Award.** Not award a contract pursuant to this IFB.
 - 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the Contractor(s).
 - 1.4 Right to Determine Time and Location.** Determine the days, hours and locations that the successful bidder (hereinafter, "Contractor") shall provide the services called for in this IFB.
 - 1.5 Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer (CO).
 - 1.6 Right to Negotiate.** Negotiate the fees proposed by the bidder entity.
 - 1.7 Right to Reject Any Bid.** Reject and not consider any bid or bidder that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
 - 1.8 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
 - 1.9 Right to Prohibit.** At any time during the IFB or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the ha.economicengine.com eProcurement Marketplace (hereinafter, the "eProcurement Marketplace") and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the Agency, but not the prospective bidder, of any responsibility pertaining to such issue.
 - 1.10 Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace.

- 2.0 **SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S).** The Agency is seeking bids from qualified, licensed and insured contractors to provide the following detailed services:
- 2.1 **General Conditions.** The successful bidder (a/k/a herein as “the Contractor”) will provide all material and labor to complete the construction work detailed herein and within all attachments attached hereto, most specifically within Attachments “H” for Contract Drawings and “H-1” for Technical Specifications.
- 2.2 **Contractor Responsibilities (in alpha order).**
- 2.2.1 **Access for Emergency Vehicles.** The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.
- 2.2.2 **Access to Work.** The Agency shall provide the Contractor with access to work areas. Each workday the Contractor shall not commence work prior to 7 a.m. and shall finish each work each work day no later than 5 p.m. Work areas shall be secured and enclosed at the end of each work day.
- 2.2.3 **Communication.** The Agency’s representative shall be the primary point of contact for the Contractor pertaining to this work. The Agency has retained an Architect to assist the Agency by making periodic site visits and inspections (typically, at least weekly, but such visits may be more frequent, especially during the beginning of the work; and the Agency anticipates that the Agency representative will make visits daily). The Contractor shall be free to converse and communicate with the Architect during or between such visits; however, all requests for changes or decisions shall be submitted to the Architect and approved by the President & CEO after receipt and consideration of written request from the Architect. The Agency anticipates that it will typically make a decision in such matters within 3 work days of receipt, though such response time frame may be shorter or longer depending on the situation; accordingly, the Contractor shall be required to submit such written requests in as timely a manner as reasonably possible.
- 2.2.4 **Debris.** The Contractor shall remove from the worksite and appropriately dispose off-site of all debris generated from the assigned work.
- 2.2.5 **Emergency Situations.** The contractor must inform The Agency designated contact (immediately by telephone, and then within 24 hours thereafter in writing) of any life-threatening or possibly dangerous situations that come to the attention of or are discovered at any time by the contractor. The contractor shall also within 3 work-days of becoming aware of such, notify The Agency designated contact of any necessary and/or recommended work or additions he/she feels is necessary to the existing equipment. Such notification shall include a fully detailed bid to correct the situation, which shall include:

- 2.2.5.1 A fully detailed statement of the problem, identifying and quoting any applicable code, law or regulation;
- 2.2.5.2 The corrective action proposed;
- 2.2.5.3 The detailed costs, at the applicable contract rates, separating materials and labor;
- 2.2.5.4 The proposed timeframe for the corrective action.

- 2.2.6 **Failure to Perform.** If the contractor fails to perform the work required by the terms of the ensuing contract in a diligent, timely and satisfactory manner, The Agency may perform or cause to be performed all or any portion of the required work. The contractor agrees that he/she will reimburse The Agency for any such expense incurred by The Agency; or, The Agency may, without prior notice to the contractor, deduct such amount from any sum owed to the contractor by The Agency.

- 2.2.7 **Incomplete Listing.** The contractor shall inform The Agency, in writing within 10 days of the discovery of such, as to any incorrect or incomplete listing of equipment included as a part of this document.

- 2.2.8 **Invoices/N30.** All billing invoices for services must be delivered to the designated Agency contact within no more than 30 days of completion of the work. A copy of the applicable report shall accompany the billing invoice. The Agency shall endeavor to pay within 30 days of receipt all such invoices that are properly submitted.

- 2.2.9 **Labor.** The contractor shall be responsible to provide all labor to accomplish the services noted herein. The Agency shall be responsible to pay to the contractor, at the cost agreed upon to accomplish the work.

- 2.2.10 **Modifications.** At any time during the ensuing contract period, should the contractor wish to make any change, modification or addition to the existing equipment, including whether or not such entails additional payment to the contractor by The Agency, the contractor shall submit such request in written form to the designated Agency contact person and may not proceed unless written permission is granted to proceed. Please remember that, unless otherwise provided for herein, the unit fees bid shall be all-inclusive all other items, services, and costs that the Contractor needs to complete the work, including but not limited to: tools; equipment; insurance; licensing; employee costs, including benefits; materials; etc.

- 2.2.11 **Payroll Reports.** The Contractor shall, during the term of the work, within 7 days of the end of any weekly payroll period, forward to the CO a copy of the weekly payroll.

The Contractor is hereby made aware that the Agency will conduct periodic on-site wage surveys of the Contractor's staff working at the site. It is the responsibility of the Contractor to ensure that such work staff cooperate fully with the Agency interviewer. Relating to such interviews, please also see form HUD-11 (08/2004), attached hereto.



- 2.2.12 **Permits/Required License.** As required by State of Florida law, City of Sarasota or Sarasota County. The Contractor shall obtain any and all required permits pertaining to any assigned work at his/her expense and shall be in possession of any current appropriate licensing.
- 2.2.13 **Retainage.** Retainage for this work shall be in the amount of 10 percent, which shall be applied to each payment until final payment, at which time all retainage held shall be paid by the Agency to the Contractor.
- 2.2.14 **Safety.** It shall be the responsibility of the Contractor to ensure, at all times during the performance of the work, to the maximum extent feasible, to protect the safety of Agency residents and staff, the Contractor's staff and subcontractors, and the public. This shall include, but not be limited to, compliance with all OSHA-related Federal and local laws, codes, and regulations.
- 2.2.15 **Security during Work.** The Contractor shall take all means necessary to maintain the security of the area in which they are working. These security measures must be carried out on a twenty-four hour basis, not just during the normal work hours.
- 2.2.16 **Temporary Facilities.** It shall be the responsibility of the Contractor to provide any temporary facilities that may be required, including, but not limited to: temporary toilets; water; fencing; barricades; lighting; planking; signage; guardrails; etc. Accordingly, it shall be the responsibility of the Contractor to secure and maintain such items during the term of the work.
- 2.2.17 **Time of Completion.** The Contractor shall commence work under the ensuing contract on a date to be specified within the Notice to Proceed form issued by the Agency, and shall fully complete all work thereunder within Ninety (90) consecutive calendar days from permit issuance date. The Bidder shall have the option of stating on the Form of Bid the minimum number of consecutive calendar days required by the firm to fully complete the work (though the Agency reserves the right to ensure that a reasonable time frame is set for the completion of work—"reasonable," in the opinion of the Agency).
- 2.2.18 **Tools/Equipment/Materials.** The Contractor shall ensure that at all times during the work tools, equipment, and material are handled, placed, and stored in a secure and safe manner so as to protect all parties, including, but not limited to, the Contractor's workers, Agency tenants and staff, and the public at large. The Contractor shall ensure that during non-working hours such items are not left unattended on the job site when such safety may be compromised. The building the Contractor will be working in is occupied by housing tenants, including a number of elderly/disabled or special needs persons, it will be especially important that the hallways, entrances and exits are clear for unobstructed access in and out of the building.

- 2.2.19 **Weekends.** Unless otherwise approved by the Agency, the Contractor shall ensure that the work area is secured prior to the beginning of a weekend (Saturday-Sunday, or any holiday that occurs adjacent to a weekend day).
- 2.2.20 **Work Plan.** The apparent successful bidder shall include during Step #2 of the bid submittal (See Table #3 of this document) under Tab No. 2 a specific work plan of proposed work for the site identified within Attachment H and H-1. Such work plan shall detail the specific work that will be completed and within what timeframe (including how often). Please be detailed and clear as to what specific services you will perform and when!
- 2.2.21 **Work Schedule /Notification to Tenants.** The formulation of the schedule will be the responsibility of the contractor, working with the Agency. The Contractor shall keep the Agency and Architect fully informed, in writing, of the progress of such work and how it relates to the schedule.
- 2.2.22 **Written Approval.** The contractor shall obtain from The Agency designated contact written approval to proceed with any work prior to commencing such (EXCEPTION: The Agency designated contact may, in the case of an emergency affecting the health, safety or welfare of The Agency residents, staff or the public, give the contractor verbal permission to proceed; however, the contractor shall by 10:00 a.m. the next business day, in writing, recap such verbal permission and deliver such by fax, by e-mail or in person to The Agency designated contact and gain his/her written signature acknowledging such.) Failure to abide by this requirement shall cause the contractor to be fully liable and financially responsible for the work performed, which means that The Agency shall have no obligation to pay for the work performed, in which case the contractor shall not be allowed to reverse the work.

3.0 BID FORMAT.

Two-Step Bidding Process. All bidders will initially submit the documentation/ information detailed within the following listed Step #1 of Table No. 3. Then, the Agency anticipates that it will notify the apparent low bidder to submit, within 5 days after being notified to do so, the information detailed within the following detailed Step #2 within the same Table.

3.1 Tabbed Bid Submittal. The Agency intends to retain a Contractor pursuant to a “Low Bid” basis, also taking into consideration responsiveness and responsibility (Step #2). Therefore, so that the Agency can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted within Table 3 (Step #1 and Step #2) below. For the apparent low bidder the Agency will request the bidder submit items in Step #2. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the bid) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the Agency has published herein or has issued by addendum.

[Table No. 3]

IFB Section	Tab No.	Description
3.1.1	Step #1:	Initial documentation/information to be submitted unfolded within a <u>sealed envelope</u> by all bidders prior to the bid submittal deadline.
3.1.1.1	1	Form of Bid. This Form is attached hereto as Attachment A to this IFB document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal.
3.1.1.2	2	Form HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs. This Form is attached hereto as Attachment B to this IFB document. This 4-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the initial bid submittal.
3.1.1.3	3	Bid Bond. The required Bid Bond as detailed within the following Section 3.4.1 herein.
3.1.1.4	4	Section 3 Business Preference Documentation (Optional Item). For any bidder claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form.
3.1.1.5	NOTE: As directed within the following Section 3.2, bidders MUST NOT submit any pricing accompanying this above required documentation; pricing shall be submitted <u>online</u> only.	



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3.1.2 Step #2: Documentation/information to be submitted, within 5 days, only by the apparent low bidder when directed to do so by the Agency.		
3.1.2.1	1	Licensing. Submit under this Tab the license(s) detailed within the following Section 5.4.4 herein.
3.1.2.2	2	Proposed Services. As more fully detailed within Section 2.0, <i>Scope of Bid/Technical Specifications</i> , of this document, and within the additional specifications detailed within Attachment H and H-1, attached hereto, the bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1.2.2.1		A brief description of the proposed safety and quality control program.
3.1.2.2.2		A fully completed Form HUD-2530 (02/2013), Previous Participation Certification, Attachment I, and Form HUD-51000(1-2014) Schedule of Values, Attachment G-6, both attached hereto.
3.1.2.2.3		A full listing of all subcontractors that will perform work at the site, including, but not limited to the following for each subcontractor: firm name; owner's name; full address; telephone; number; email address.
3.1.2.3	3	Profile of Firm Form. The Profile of Firm Form is attached hereto as Attachment C to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the Step #2 bid submittal.
3.1.2.4	4	Managerial Capacity/Financial Viability. The bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, <i>Profile of Firm Form</i> . Such information shall include the bidder's qualifications to provide the services; a brief description of the background and current organization of the firm.
3.1.2.5	5	Client Information. The bidder shall submit a listing of former or current clients, including multi-family housing (e.g. apartment complexes of a similar nature), for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.2.5.1		The client's name and a contact's name;
3.1.2.5.2		The client's telephone number and e-mail address;
3.1.2.5.3		A brief description and scope of the service(s) and the dates the services were provided.
3.1.2.6	6	Equal Employment Opportunity/Supplier Diversity. The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within Section 3.7 herein pertaining to supplier diversity (e.g. small, minority, & women-owned businesses).



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3.1.2.7	7	Subcontractor/Joint Venture Information (Optional Item). The bidder shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the bid is a joint venture with another firm. Please remember that all information required from the bidder under the proceeding Tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.2.8	8	Other Information (Optional Item). The bidder may include hereunder any other general information that the bidder believes is appropriate to assist the Agency in its evaluation.
3.1.2.9	9	Insurance Certificates. The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the Agency (by email is preferred) the insurance certificates detailed within the following Sections 5.4.1 through 5.4.3 herein. NOTE: The apparent successful bidder will NOT deliver these certificates—the insurance broker or carrier will do so.
3.1.2.10		Optional Tabs. If no information is to be placed under any of the above noted tabs (especially the “Optional” tabs), please place there under a statement such as “NO INFORMATION IS BEING PLACED UNDER THIS TAB” or “THIS TAB LEFT INTENTIONALLY BLANK.” <u>DO NOT</u> eliminate any tabs.
3.1.2.11		Bid Submittal Binding Method. It is preferable and recommended that the bidder bind the bid submittals in such a manner that the Agency can, if needed, remove the binding (i.e. “spiral-comb-type;” etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then return the bid submittal to its original condition.

3.2 **Entry of Proposed Fees.** The proposed fees shall be submitted by the bidder and received by The Agency where provided on the noted eProcurement System only. Do not submit, enter or refer to any fees or costs within the sealed “hard copy” bid submittal detailed within Section 3.0—any bidder that does so may be rejected without further consideration. Unless otherwise stated, the proposed fees shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; disposal; long distance telephone calls; vehicle and travel expenses; etc.

[Table No. 4]

IFB Section	Lot No.	Item No.	Qty	U/M	Description
3.2.1					Lot #1: Base Bid:
3.2.1.1	1	1	1	Each	FIRM-FIXED FEE for the total of the McCown Parking Lot-ADA Entrance Upgrades as specified in Attachment H and H-1.
3.2.1.2	1	2	1	Each	FIRM-FIXED FEE for the total of the McCown Annex HVAC Unit Repair as specified in Attachment H-2.

3.3 **Additional Information Pertaining to the Pricing Items.**



3.3.1 Entry of the Firm-Fixed Fee. Bidders are required to enter where provided within the eProcurement Marketplace a reasonable and realistic cost for each of the Pricing Items listed within the preceding Table No. 4. The proposed fee entered for this Pricing Item shall be for all of the work detailed within the specifications. The Agency reserves the right to not complete an award with any firm that submits, in the Agency's opinion, a cost that is too low or a cost that is too high.

3.3.1.1 Review the Entry of Proposed Fees. The Agency strongly recommends that each bidder, after entry of the proposed fee within the noted eProcurement System, print the receipt provided and review the entry to ensure that the bidder has entered the proposed fee correctly (the System will allow the bidder to immediately re-enter the System at any time prior to the posted deadline to correct any such entry). The bidder will NOT be able to correct this entry after the posted deadline.

3.3.1.2 Determination of the Lowest Calculated Cost. The bidder that enters the lowest sum will be considered to be the apparent lowest bidder. The Agency will then determine the responsiveness and responsibility of that bidder. If the Agency finds that bidder to be either non-responsive or not responsible, the Agency reserves the right to deem that bidder not appropriate and proceed with the same process with the 2nd lowest bidder (and so forth).

3.3.1.3 Price Escalation. No price escalation is allowed unless otherwise described herein.

3.3.2 Overtime. The Agency expects the contractor to conduct its daily work activities during normal working hours. The Agency is not responsible for any overtime due any employees.

3.3.3 Davis Bacon Federal Wage Rates. As may apply by statute, regulation or law, if, at any time during the ensuing contract period(s), the Agency is required to pay Davis-Bacon wage rates (for "construction contracts in excess of \$2,000"). The applicable Wage Rates pertaining to the work detailed herein is attached hereto and detailed within **Attachment G-4**. This work will be subject to all of the requirements pertaining to Davis-Bacon work, including the applicable Federal forms and procedures (e.g. on-site interviews; certified payrolls; etc.).

3.4 Bonds. As this solicitation pertains to public works or construction, the bonds that are required include:

3.4.1 Bid Bond. The bid bond or guarantee shall be included in the bid package submitted by each bidder (please see the preceding Section 3.1.1.3 herein). This bond ensures that if awarded the contract, the bidder will accept and perform the work under the contract. It also ensures that the bidder will not attempt to withdraw or otherwise not fulfill the contract.

Finally, the bid bond ensures that the bidder will execute the contractual documents that are required within the time specified in the solicitation, or forfeit all or part of the guarantee. A certified check, bank draft, U.S. Government Bonds at par value, bid bond secured by an acceptable surety company, or other negotiable instrument may be accepted as a bid guarantee. If the successful bidder refuses to sign the contract after award, the bid bond is forfeited and award will go to the next lowest responsive and responsible bidder. If a bid bond or guarantee is not submitted with the bid, the Agency will reject the bid as non-responsive.

The Agency anticipates that it will not return any bid bonds until the contract has been awarded and the required performance and payments bonds have been furnished; until all bids have been rejected; or the time specified for acceptance of bids has expired. In fairness to the other bidders, the Agency may also choose to return the bid bonds if the Agency has a firm and reasonable assurance that the responsive and responsible bidder who submitted the lowest cost will execute the contract.

- 3.4.2 **Performance Bond.** The performance bond is meant to ensure that the contract is successfully completed. The performance bond guarantees that if the Contractor is unable to complete the contract, the surety company will step in to finish the work. In the case of a letter of credit or cash escrow, the Agency may use these funds to complete the contract work.
- 3.4.3 **Payment Bond.** The payment bond is a method of ensuring that the Contractor pays the subcontractors and suppliers. By requiring payment bonds, the Agency avoids becoming entangled in disputes concerning payment of subcontractors and suppliers by the general contractor. The surety underwriting the payment bond ensures the contractors and suppliers will be paid. Often, performance and payment bonds are combined into a single document. Failure to pay subcontractors for work performed in commercial contracts may often lead to the subcontractor filing a mechanic's lien against property owners to obtain payment for services rendered. The Agency contract requires the payment bond to prevent this problem and ensure that no liens will be filed against any Agency building or lot of ground. As a reminder, Clause 24 of form HUD-5370 (1/2014), General Conditions of the Contract for Construction (Attachment G-1 attached hereto) clearly for bids the placement of liens and is binding on any contractor, subcontractor, and material supplier.
- 3.4.4 **Bonding Companies.** An acceptable surety (bonding) company is one that is authorized to do business in the State of Florida and is acceptable to HUD and the Agency. The surety must be listed on the most recently published U.S. Treasury Circular 570 (often referred to as the T-List). Individual sureties are not permitted. Circular 570 is available from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, Room 262C, 401 14th Street, S.W., Washington, D.C. 20227. The T-List may also be accessed on the Internet at: <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>.

3.4.5 Bonding Requirements. In order to encourage participation by a broad range of competitors, including small and minority firms, HUD has provided for alternate bid and contract guaranties. These apply to all construction projects greater than \$100,000 (though, at the Agencies discretion, may apply to smaller projects), whether development or modernization, funded pursuant to the U.S. Housing Act of 1937, as amended. As a result, the contractors for all construction projects shall be required to submit the following bid and contract guarantees. Please note that only the bid bond is required at time of bid; however, one of the purposes of the bid bond is to provide the Agency with assurance that the successful bidder will indeed obtain the necessary performance and payment bonds. Required bonds include a bid guarantee from each bidder, equivalent to 5% of the bid price and, from the successful bidder, one of the following:

3.4.5.1 A performance and payment bond for 100% of the contract price; or

3.4.5.2 Separate payment and performance bonds each for 50% or more of the contract price; or

3.4.5.3 A 20% cash escrow; or

3.4.5.4 A 25% irrevocable letter of credit.

3.4.6 Inadequate Surety. If the low bidder fails to provide an acceptable assurance of completion (payment and performance bonds) after award of the contract, the Agency may consider the bid guarantee forfeited and notify the surety company. The contract is then terminated for default. The amount to be recovered from the bid bond or guarantee will typically equal at least the difference between the defaulted bid and the next higher acceptable bid or the amount by which the bid accepted by re-soliciting exceeds the defaulted contract.

3.5 Bid Submission. All pricing must be entered where provided within the noted Internet System and all "hard copy" bids (as detailed within the preceding Table No. 3, Step#1 herein) must be submitted and time-stamped received in the designated Agency office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") of the "hard copy" bid submittal, shall be placed unfolded in a sealed package and addressed to:

Sarasota Housing Authority
Attention: Andrea Keddell, Executive Assistant
269 S. Osprey Ave., 2nd Floor, Sarasota, FL 34236

The package exterior must clearly denote the above noted IFB number and must have the bidder's name and return address. Bids received after the published deadline will not be considered.

- 3.5.1 Submission Conditions.** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to The Agency by the bidder, such may invalidate that bid. If, after accepting such a bid, the Agency decides that any such entry has not changed the intent of the bid that the Agency intended to receive, The Agency may accept the bid and the bid shall be considered by the Agency as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet System, registering and downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that The Agency delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.
- 3.5.2 Submission Responsibilities.** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the Agency, including the IFB document, the documents listed within the following Section 3.9, Table 5, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of The Agency requirements contained within the documents may cause that bidder to not be considered for award.
- 3.6 Bidder's Responsibilities—Contact With The Agency.** It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Bidders must not make inquiry or communicate with any other Agency staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may cause for The Agency to not consider a bid submittal received from any bidder who may has not abided by this directive.
- 3.6.1 Addendums.** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct *ex parte* (substantive conversations—"substantive" meaning, when decisions pertaining to the IFB are made—between The Agency and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This doesn't mean that prospective bidders may not call the CO—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct them to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.

3.7 Bidder's Responsibilities—Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.7.1 Within 2 CFR §200.321 it states:

3.7.1.1 Contracting with small and minority firms, women's business enterprise and labor surplus area firms.

3.7.1.2 (a) The Non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.7.1.3 (2) Affirmative steps shall include:

3.7.1.3.1 (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

3.7.1.3.2 (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

3.7.1.3.3 (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

3.7.1.3.4 (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

3.7.1.3.5 (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

3.7.1.3.6 (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

- 3.7.2 Within HUD Procurement Handbook 7460.8 REV 2 it states.
- 3.7.2.1 **Section 15.5.A, Required Efforts.** Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.
- 3.7.2.2 **Section 15.5.B, Goals.** <The Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.
- 3.7.3 Within our Agency Procurement Policy it states that our Agency will:
- 3.7.3.1 **Assistance to Small and Other Business, Required Efforts.**
- 3.7.3.1.1 Including such firms, when qualified, on solicitation mailing lists;
- 3.7.3.1.2 Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- 3.7.3.1.3 Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- 3.7.3.1.4 Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- 3.6.3.1.5 Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Depart. of Commerce;
- 3.7.3.1.6 Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and

3.7.3.1.7 Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.7.4 **Requirements.** Accordingly, please see Section 3.1.2.6 within Table No. 3 herein which details the information pertaining to this issue that the successful bidder must submit in response to Step #2 of this bid showing compliance, to the greatest extent feasible, with these regulations.

3.8 **Pre-bid Conference & Walkthrough.** The scheduled pre-bid conference identified on Page 3 of this document is, pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders to have a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the Agency will conduct a brief overview of the IFB documents, including the attachments.

Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response being delivered. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference. The Agency will not distribute at this conference any copies of the IFB documents. The conference will be held at the Agency’s project location, 1300 Blvd. of the Arts, Sarasota, FL 34236. The walk-through of the site will occur immediately after the end of the meeting portion.

3.9 **Recap of Attachments.** It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

[Table No. 5]

IFB Section	Doc. No.	Attachment	Attachment Description
3.9.1	1.0		This IFB Document
3.9.2	2.0	A	Form of Bid
3.9.3	3.0	B	Form HUD-5369-A (11/92), <i>Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs</i>
3.9.4	4.0	C	Profile of Firm Form
3.9.5	5.0	D	Section 3 Preference Submittal Form
3.9.5.1	5.1	D-1	Section 3 Explanation
3.9.6	6.0	E	Form HUD-5369 (10/2002), <i>Instructions to Bidders for Contracts, Public and Indian Housing Programs</i>
3.9.7	7.0	F	<i>Supplemental Instructions To Bidders & Contractors (SIBC)</i>



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3.9.8	8.0	G	Sample Contract Form (please note that this contract is being given as a sample only--the Agency reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the Agency feels it is in its best interests to do so)
3.9.8.1	8.1	G-1	Sample Contract Appendix No. 1: form HUD-5370 (1/2014), <i>General Conditions for Construction Contracts, Public and Indian Housing Programs</i>
3.9.8.2	8.2	G-2	Sample Contract Appendix No. 2: HUD-92554M (Rev. 04/11), <i>Supplementary Conditions of the Contract for Construction, Federal Labor Standards Provisions</i>
3.9.8.3	8.3	G-3	Sample Contract Appendix No. 3: Davis Bacon Federal General Wage Decisions
3.9.8.4	8.4	G-4	Sample Contract Appendix No. 4: Section 3 Plan
3.9.8.5	8.5	G-5	Sample Contract Appendix No. 5: <i>Form HUD-92010 (3/2006), Equal Employment Opportunity Certification</i>
3.9.8.6	8.6	G-6	Sample Contract Appendix No. 6: Form HUD-51000 (1/2014), <i>Schedule of Amounts for Contract Payments</i>
3.9.8.7	8.7	G-7	Sample Contract Appendix No. 7: Form HUD-51001 (1/2014), <i>Periodic Estimate for Partial Payment</i>
3.9.8.8	8.8	G-8	Sample Contract Appendix No. 8: Form HUD-51002 (1/2014), <i>Schedule of Change Orders</i>
3.9.8.9	8.9	G-9	Sample Contract Appendix No. 9: Form HUD 51003 (1/2014), <i>Schedule of Materials Stored</i>
3.9.8.10	8.10	G-10	Sample Contract Appendix No. 10: Form HUD-51004 (1/2014), <i>Summary of Materials Stored</i>
3.9.8.11	8.11	G-11	Sample Contract Appendix No. 11: Form HUD-5372 (1/2014), <i>Construction Progress Schedule</i>
3.9.8.12	8.12	G-12	Sample Contract Appendix No. 12: <i>Form HUD-WH-347 (Dec./2008), Payroll</i>
3.9.8.13	8.13	G-13	Sample Contract Appendix No. 13: Sample Notice to Proceed form.
3.9.8.14	8.14	G-14	Sample Contract Appendix No. 14: Sample Employment Verification Affidavit
3.9.8.15	8.15	G-15	Sample Contract Appendix No. 15: Form HUD 50071 (01/14), Certification of Payments to Influence Federal Transactions (NOTE: This form will only be completed and included as a part of the ensuing contract if the Agency anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
3.9.8.16	8.16	G-16	Sample Contract Appendix No. 16: Standard Form LLL (Rev. 01/14), Disclosure of Lobbying Activities (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)



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3.9.9	9.0	H	Project Specifications
3.9.9.1	9.1	H-1	Contract Drawings
3.9.10	10.0	I	Form HUD-2530 (02/2013), <i>Previous Participation Certification</i>
3.9.11	11.0	J	Form HUD-11 (8/2004), <i>Record of Employee Interview</i>
NOTE: It is not a requirement to utilize the following specific "K" forms; each is being given as a sample only. However, any bond form utilized must conform to any requirements of U.S. Department of Treasury Circular 570.			
3.9.12.1	12.1	K-1	<i>Sample Bid Bond: Standard Form 24 (REV. 10/1998)</i>
3.9.12.2	12.2	K-2	<i>Form HUD-92452A-M (Rev. 04/11), Payment Bond</i>
3.9.12.3	12.3	K-3	<i>Form HUD-92452M (06/14), Performance Bond</i>
Sample Bond Forms [NOTE: The preceding sample bond forms are not required forms (for example, a Circular 570-approved surety will typically have their own acceptable bond form). However, these bond forms may be utilized if the bidder wishes to utilize a cash bond or an Irrevocable Letter of Credit bond.]			



4.0 BID EVALUATION.

- 4.1 **Public Opening:** At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the Agency will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid. A copy of the bid tabulation or recap recorded will be made available to each member of the public attending such opening and to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the Agency will, at a later time, review all bids in detail and will, in a timely manner (within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsive (please remember, as detailed within Section 8(d) of form HUD-5369 and Section 7(b)(3) of form HUD-5369-B, the Agency reserves the right to, as determined by the Agency, "waive informalities and minor irregularities" in the offers received. Bids will be available for inspection by the public after the award has been completed.
- 4.1.1 **Ties.** In the case of bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."
- 4.2 **Responsive Evaluation.** After the public opening the "hard copy" bid submittals received will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum that are deemed to be non-responsive will be notified of such in writing by The Agency in a timely manner (in any case, in no less than 5 days after such determination is made).
- 4.3 **Responsible Evaluation.** The Agency will evaluate the apparent lowest responsive bidder to ensure responsibility (i.e. a firm that is qualified, responsible and able to provide to The Agency the required services). If The Agency ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, The Agency may proceed with award. If The Agency determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by The Agency in a timely manner (in any case, in no less than 5 days after such determination is made); in such case The Agency may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.
- 4.3.1 Depending on the amount of the award (typically for awards greater than \$100,000), it is possible that The Agency may take such contract award to The Agency Board of Commissioners (BOC) for approval of the award prior to executing a contract with the apparent successful bidder.
- 4.4 **Restrictions.** Any and all persons having ownership interest in a bidder entity or familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation in the evaluation of the bid.

5.0 **CONTRACT AWARD.** Award of an IFB is made to the responsive and responsible bidder that submits the lowest cost; in this case, the lowest calculated cost.

5.1 **Contract Award Procedure.** If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed.

5.1.1 By completing, executing and submitting the Form of Bid, Attachment A, the "bidder is thereby agreeing to abide by all terms and conditions pertaining to this IFB as issued by the Agency, either in hard copy or on the eProcurement Marketplace," including the contract clauses already attached as Attachments G and G-1 through G-16, each attached hereto. Accordingly, the Agency has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.2 **Contract Conditions.** The following provisions are considered mandatory conditions of any contract award made by the Agency pursuant to this IFB:

5.2.1 **Contract Form.** The Agency will not execute a contract on the Contractor's form--contracts will only be executed on the Agency form (please see the Sample Form of Contract) and by submitting a bid the Contractor agrees to do so (please note that the Agency reserves the right to amend this form as the Agency deems necessary). However, the Agency will during the IFB process (prior to the posted question deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the Agency to do so; but the failure of the Agency to include such clauses does not give the successful bidder the right to refuse to execute the Agency's contract form. It is the responsibility of each prospective bidder to notify the Agency, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The Agency will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the Agency's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

5.2.1.1 **Mandatory HUD Forms.** Please note that the Agency has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.

5.2.1.2 **E-Verify.** The Contractor must be in compliance with Florida E-Verify requirements, in that the Contractor is registered, uses, and will continue to use the E-Verify, Federal Work Authorization Program (<https://www.uscis.gov/e-verify>), throughout the contract period. This Form is attached hereto as Attachment G-15 to this IFB document. This 1-page Form will be fully completed and executed where provided thereon by the successful bidder and will be a part of the ensuing contract (NOTE: It is NOT necessary to complete and submit this form as a part of the proposal submittal—only the awarded proposer(s) will be required to do so as a part of the contract execution).

- 5.2.1.2.1 The Agency supports the Federal Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The Offeror is held responsible to establish appropriate procedures and controls so no service under this contract will be performed by any worker who is not legally eligible to perform such services.
- 5.2.1.2.2 The Agency shall have the right to immediately terminate a contract if the County determines that the Offeror has failed to perform satisfactorily with respect to its employment practices in support of INA.
- 5.2.1.2.3 The contractor shall be required to confirm the employment eligibility of all employees through participation in E-Verify, an approved employment eligibility program, and will require same requirement to confirm employment eligibility of all subcontractors.
- 5.2.2 **Assignment of Personnel.** The Agency shall retain the right to demand and receive a change in personnel assigned to the work if the Agency believes that such change is in the best interest of the Agency and the completion of the contracted work.
- 5.2.3 **Unauthorized Sub-Contracting Prohibited.** The Contractor shall not assign any right, nor delegate any work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without prior written consent of the CO shall be void, may result in the cancellation of the contract with the Agency, or may result in the full or partial forfeiture of funds paid to the Contractor as a result of the proposed contract; either as determined by the CO.
- 5.3 **Contract Period.** The Agency anticipates that it will initially award a contract within 30 days of bid opening. The Contractor shall commence work under his Contract on a date specified in a written order (Notice to Proceed) from the Agency, and shall fully complete all work thereunder within One Hundred Twenty (120) consecutive calendar days from permit issuance date.
- 5.4 **Licensing and Insurance Requirements.** Prior to award (but not as a part of the bid submission) the *Contractor* will be required to provide:
- 5.4.1 **Worker' Compensation Insurance.** An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount as required by the State of Florida. (NOTE: Workers Compensation Insurance will be required of any Contractor that has employees other than just the owner working on-site to provide the services). Before working on-site, Independent Contractors (1099 employee) shall be required to provide the Agency a current State of Florida Pre-determination of Independent Contractor Status to Establish Rebuttable Presumption from the State Workers Compensation Board);

- 5.4.2 **General Liability Insurance.** An original certificate evidencing General Liability coverage, naming The Agency as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of The Agency as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible of \$5,000.
- 5.4.3 **Automobile Insurance.** An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$100,000/\$300,000 and medical pay of \$5,000.
- 5.4.4 **City/County/State License.** If applicable, a copy of the bidder's business license allowing that bidder to provide such services within the City of Sarasota, Sarasota County, FL. If applicable, a copy of the bidder's license issued by the State of Florida licensing authority allowing the bidder to provide the services detailed herein.
- 5.4.5 **Certificates/Profile of Firm Form.** The requested insurance certificates and licenses, shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH OR SUBMIT COPIES WITHIN THE BID SUBMITTAL—we will garner the necessary documents from the successful bidder prior to contract execution).
- 5.5 **Liquidated Damages.** As detailed within Section 33 on page 12 of 19 of Attachment G-1, form HUD-5370 (1/2014), *General Conditions for Construction Contracts, Public and Indian Housing Programs*, attached hereto.
- 5.6 **Right to Negotiate Final Fees.** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated bidder may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated bidder. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated bidder. The Agency shall also retain the right to negotiate with and make an award to more than one bidder.
- 5.7 **Contract Service Standards.** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations, and it shall be the Contractor's responsibility to be aware of and abide by such. Whenever specifications herein appear to be at variance with any set codes, statutes, laws and regulations, it shall be the responsibility of the Contractor to secure an interpretation from the Agency prior to the Question Deadline listed within Table No. 2 herein. Failure to comply with this requirement may, at the Agency's discretion, result in the Contractor bearing the expense of correction of work to conform with such set codes, statutes, laws and regulations.

Index of Tables

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