

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

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 & recommended that the bidder bind the 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	Item No.	Qty	U/M	Description
3.2.1				Lot #1: Base Bid:
3.2.1.1	1	1	Each	FIRM-FIXED FEE for the total McCown Parking Lot-ADA Entrance Upgrades as specified in Attachment H and H-1.
3.2.1.2	2	1	Each	FIRM-FIXED FEE for the total of the McCown Annex HVAC Unit Repair as specified in Attachment H-2.
3.2.1.3	3	1	Each	ALTERNATE DEDUCT 1- The cost of the drain in the south east area adjacent to the new dumpster pad. Include drain box, pipe, grease trap and all items associated with the box per the general conditions and instructions to bidders. See civil drawing for details and information on the drain.
<p>Lowest Calculated Cost. After a bidder has entered where provided within the noted Internet System his/her proposed unit costs for each of the above detailed Pricing Items, the System will multiply the unit cost entered by the quantity listed. The sum total of all lines items will be the lowest calculated cost that will determine the award. (PLEASE NOTE: A Deductive Alternate must be entered with a minus sign ("-") in front of the amount entered.)</p>				



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 Deductive Alternates. As detailed within Section 6.4 of HUD Procurement Handbook 7460.8 REV 2, the Agency reserves the right to invoke deductive alternates in the following manner:

3.3.2.2 Not at Bid Opening. Though the Agency reserves the right to take or invoke the deductive alternates, the Agency will not do so at the public bid opening. Instead, the Agency will, at some point after the public bid opening, consider each of the deductive alternates and will at that time decide which, if any, of the deductive alternates will be taken or invoked.

3.3.3 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.

3.3.4 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>.