

# The Housing Authority of The City of Fort Myers

Invitation for Bid

## **IFB No. 23-06, Housing Authority of the City of Fort Myers Administration Building Roof Replacement**

August 14, 2023

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



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### Required Forms

1. Bid Form / Bid prices offered have been reviewed.
2. Vendor Submittals / Section III
4. 5369 Instructions to Bidders for Contracts
5. 5369-A Representations, Certifications, and Other Statements of Bidders
6. 5369-B Instructions to Offerors
7. 5369-C Certifications and Representations of Offerors
8. 5370-C General Conditions – Non-Construction
9. Disclosure of Lobbying Activities
10. Non-Collusion Affidavit of Contractor
11. 50070 Drug Free Workplace
12. Public Entity Crime Form
13. 92010 HUD Equal Employment Opportunity Form
14. Section 3/Minority Business
15. Davis Bacon Current Wage Determination number FL20230211 Date of Last Revision 01/13/2023
16. Wage Determination Form WH347

HACFM Procurement Contact:  
Catherine Lamberg, Chief Operating Officer  
Ph: 239-344-3249  
Cell: 239-338-7364



**ADVERTISEMENT**  
**IFB No. 23-06, Housing Authority of the City of Fort Myers**  
**Roof Replacement**

The Housing Authority of the City of Fort Myers (HACFM) is seeking bids from licensed and experienced contractors to provide bids for IFB No. 23-06, the Administration Building Roof Replacement.

The intent of this IFB is to replace the Roof on the Administration Building located at 4224 Renaissance Preserve Way, Fort Myers, FL 33916.

Specifications and solicitation documents may be examined and downloaded online at: <https://www.hacfm.org/doing-business/contracting-and-bidding-opportunities/>

An on-site Pre-bid meeting will be held at the HACFM Administration Building located at 4224 Renaissance Preserve Way, Fort Myers, FL on August 28, 2023 @ 9:00 A.M.

HACFM will receive electronic submissions of Proposals sent to [procurement@hacfm.org](mailto:procurement@hacfm.org) on or before September 11, 2023 @ 4:00 P.M.

*HACFM encourages Minority and Section 3 participation.*  
*TTY # (800) 995-8771*

**Advertise: August 14, 2023, and August 21, 2023**



The Housing Authority of the City of Fort Myers (HACFM), Florida is requesting competitive sealed proposals for **IFB No. 23-06, Housing Authority of the City of Fort Myers Administration Building Roof Replacement**

HACFM will receive electronic submissions of Proposals sent to [procurement@hacfm.org](mailto:procurement@hacfm.org) on or before **September 11, 2023 @ 4:00 P.M.**

**IMPORTANT:** Please be sure to label the email Subject Line as follows: “IFB No. 23-06, Housing Authority of the City of Fort Myers Administration Building Roof Replacement”

The email date and time stamp shall serve as the official receipt and late submissions shall not be accepted. HACFM shall not be responsible or liable for any lost or misdirected responses. Submissions are the responsibility of the proposer.

**Questions:** All questions about the meaning or intent of the IFB documents are to be directed to Procurement, e-mail: [procurement@hacfm.org](mailto:procurement@hacfm.org). Questions received less than seven (7) days prior to solicitation due date may not be answered. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**ADDENDUMS: All ADDENDUMS shall be placed on the HACFM website. Bidders may not be notified when an ADDENDUM is issued.**

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

<http://www.hacfm.org/web/page.asp?urh=BusinessOpps>

HACFM reserves the right to waive formalities in any bid submittal; to reject any or all bids with or without cause. If applicable, HACFM reserves the right to select one or more vendors to provide the services and to select the bid(s) that, in its judgment, will be in the best interest of the HACFM.



**Timeline:**

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

Action	Estimated Date of Completion
IFB Issued and made available	August 14, 2023
Pre-Bid	August 28, 2023 @ 9:00 A.M.
Deadline for submitting questions	September 04, 2023
Proposal submission deadline	September 11, 2023 @ 4:00 P.M.
Contract Award	TBD

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



## **BACKGROUND:**

### *The Housing Authority of the City of Fort Myers*

The Housing Authority of the City of Fort Myers (the “Authority” or HACFM) is a public housing (PH) authority created pursuant to Chapter 421 of the Florida Statutes of 1969. Being a municipal dependent special district, the Authority has general statutory authority to operate within the City limits of Fort Myers (the “City”), Lee County, Florida. The Authority develops, owns, and manages public and affordable housing. The Authority is responsible for the administration/management of -567units of low rent Public Housing (PH), 604 LIHTC Tax Credit Units, 210 Section 8 Project Based Units, and administers over 2500 vouchers.

The City of Fort Myers has a diverse population, and the Authority provides affordable housing for the low-income individuals and families who cannot afford housing in the private market. The Authority has partnered with the City, the Lee County Housing Finance Authority (the “County”), other local profit, and not-for-profit groups and citizens of the community desiring to provide more affordable housing options within the City: to rehab units; to redevelop PH; to create new housing (inclusive of new PH units); to support development of community services and resources for the citizens and to seek out new funding sources for the Authority. The Authority and its partners are committed to preserving the community historical roots while building and redeveloping a community that is affordable and viable in the present.

The Southwest Florida Affordable Housing Choice Foundation, Inc., an affiliate nonprofit 501(c)(3) corporation of the HACFM was formed in 2006 to provide, develop and manage affordable housing opportunities on behalf of the HACFM, who currently manage 142 units.



## SUMMARY:

1. HACFM is looking for experienced commercial roofing contractors to provide bids for replacement of the roof on the administration building.
2. This IFB includes Plans and Specifications developed by Moore and Spence Architects P.A. The specifications for the project are located on the Plans.
3. HACFM is also requesting an alternate roof which is described on page 9.
4. Projects in excess of \$2,000 in labor costs shall be in compliance with Davis Bacon Wage Determination No. FL20230211 Date of last revision Jan 13, 2023.
5. As of the IFB posting date, the Wage Determination date of last revision was Jan 13, 2023. Wage Determination Rates update periodically, and it is the contractor's responsibility to keep apprised of current Wage Determination Rates. When filling out the Certified Payroll, the Wage Determination used must be the rates associated with the work performed and at the time the work was performed.

Wage Determination Source effective August 7, 2023:

Davis Bacon Wage Determination number FL20230211 date of last revision January 13, 2023.

Construction Type Building – Florida, Lee County Link:

Website link

<https://sam.gov/wage-determination/FL20230211/1>



**Section I: Scope of Work**

- 1.1 Plans and Specifications developed by Moore and Spence Architects P.A.
- 1.2 The Plans and Specifications are provided in the Bid Package and consists of pages CS1 through A22.
- 1.3 There shall be no modifications to these plans and specifications unless otherwise instructed through an addendum.
- 1.4 Questions **must be sent** in writing to [procurement@hacfm.org](mailto:procurement@hacfm.org)

**Under no circumstances should questions be sent to the Architect of record for this project. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.**

- 1.5 Regular communication with the Project Manager assigned to this project is critical to the contractor's success. Contractors should never assume anything.
- 1.6 Final Payment and release of retainage will not made until the punch list is completed (if applicable), contractor provides release of liens for all subcontractors (contractors/material suppliers).



## **Alternate Bid**

### **Brief Scope:**

The Housing Authority of the City of Fort Myers is requesting an alternate standing seam roofing panel to the specified 180-degree double roll standing seam panel.

The alternate roof panel shall be a 16" wide, 24-gauge steel, 1.75" Snap Lock standing seam ribbed roof panel, with a PVDF Polyvinylidene Fluoride Low gloss paint finish, equal to MBCI Lokseam. If the snap lock panel cannot be manufactured to accommodate the existing curved roof areas, the curved roof areas may receive, a 16" wide, 24-gauge steel, 2" field seamed standing seam ribbed batten lock panel, with a PVDF Polyvinylidene Fluoride Low gloss paint finish, equal to MBCI Curved BattenLok.

A separate alternate line-item price shall be provided on the bid proposal for the optional standing seam product(s). The HACFM will make their selection and project award based on the base proposal and the selection of alternates that they feel are in the best interest of the project and the HACFM.

### **Detailed Scope:**

The requested alternate for the project is only for the standing seam roofing material. The remaining project scope as detailed on the base project drawings and specifications remain as specified. The roofing details provided on the drawings shall be adjusted as required to accommodate the alternate roofing material. The installation and details shall be in compliance with the manufacturer's specifications, product installation details, and installation and fastener requirements associated with the products Florida Building Code Product Approval or approved Miami Dade NOA.

All wind pressure requirements for the roofing installation shall be per the current adopted addition of the Florida Building Code, the Florida Product Approval or Miami Dade NOA, or as specified on the drawings, whichever requires the most extreme positive or negative pressure for a specific roof zone.

The specification on the drawings as they relate to project meetings, submittals, warranties, performance, delivery-storage-handling, underlayment, miscellaneous materials, fabrication, installation, examination, erection tolerances, field quality control, cleaning and protection, and close-out documents shall be required as specified on the base drawings and specifications. Deviation to these specifications shall only be permitted as related to the installation requirements, specific to the alternate standing seam roofing material(s), from the base specified double roll standing seam roof.



This alternate does not change or alter the specifications and requirements for the TPO roofing or any of the other required base scope of work items associated with this reroofing project.

Any questions or concerns related to this alternate request shall be submitted in writing to the HACFM. Responses shall be provided in the form of a project addendum issued by the HACFM. Verbal requests and responses are not official and should not be binding if not contained in a formal written addendum. The specific procedures related to the bidding and addendum shall be as described and outlined in the complete bid package.

### **End of Alternate Roof Specifications**



## Section II General Terms and Conditions:

1. Contractor must be licensed and follow all local State and Federal rules and regulations including OSHA regulations.
2. Contractor shall keep work area clean and organized and remove all debris on a daily basis.
3. Contractor shall not put any roofing materials, supplies and/or dispose of any type of chemicals in HACFM dumpsters.
4. Contractor must keep entrance way clean and safe from hazards. Other units in vicinity are occupied with seniors, adults, and children.
5. Contractor shall be responsible for the conduct and performance of the contractor's employees. At all times when on HACFM property contractor(s) and employees shall have badges and/or uniforms that visibly identify them as employees of contractor.
6. Contractor personnel shall be neat and conduct all work in a professional manner with minimal disturbance to the property's residents and the general public.
7. Contractor shall be responsible for providing the appropriate types and skill levels of personnel, which is considered customary in the industry, required to accomplish the work.
8. Contractor shall provide a company contact and emergency contact and cell phone number for all inquiries from HACFM. Contractor shall have a 24-hour dispatching service during the term of the contract.
9. HACFM will not pay any mobilization and/or trip or service charges. All fees must be included in the Contractors Bid.
10. If at any time general services may need to be disconnected or interrupted, contractor must notify HACFM 24 hours in advance.
11. All work shall be performed in accordance with industry standards, according to the material/manufacturer recommendations and the Plans and Specifications provided.
12. Contractor(s) and employees shall be pro-active and keep HACFM apprised of all recommendations, malfunctions, and any corrective action that may need to be taken.



13. Any required staging areas shall be in accordance with HACFM's direction and Contractor shall always maintain any staging areas in a neat and presentable condition.
14. Contractor(s) shall immediately notify HACFM Staff of any damages to the facilities as a result of the Contractors operations. Any damages to property shall be repaired to like condition at the Contractors cost.

### **Section III      Submittal Section**

1. Present a project Timeline from Notice of Commencement to Close-Out of the Project along with your proposal.
2. References – minimum of three (3) references. Include the companies name, address, contact person, phone number and email address. Prefer at least one (1) governmental reference, however, this is not a mandate. References must include both Roofing and HAVC Roof Applications.
3. List of any subcontractors that the Contractor intends on using for this project. Name of company and a description of work they perform for the contractor(s).
4. Workmanship and Material Warranties.
5. Forms and documents required under Attachment A.



## Section IV Supplemental Instruction

### 1. DEFINITIONS:

- a. All definitions set forth in the standard form of general conditions for the construction contract are applicable to these supplemental instructions to bidders.
- b. Bid documents include the invitation to bids, instructions to bidders, the bid form, the general conditions, including any addendum issued prior to the time specified for receipt of bids by HACFM.
- c. Addendums are written or graphic instruments issued prior to execution of the contract which modify or interpret the bid documents, including drawings and specifications, by additions, deletions, clarifications, or corrections. Addendum will become me part of the Contract Documents when the construction contract is executed.
- d. Responsible Bidder: A contractor, business entity who is full capable to meet all of the requirements of the IFB and subsequent contract. Must possess the full capability, including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith Performance.
- e. Responsive Bidder: A contractor who has submitted a bid that fully conforms in material respects to the IFB and all of its requirements, including all forms and substance.
- f. Each bidder by making his bid represents that he has read and understands the documents.

### 2. Examination of Bid Documents

- a. Each bidder by making a bid represents that the site was visited and familiarized himself with the local conditions under which the work is to be performed, particularly the Davis Bacon Wage Determination for this project.



- b. Bidders taking exception to any part or section of the bid must indicate on a separate sheet entitled "EXCEPTIONS TO BID SPECIFICATIONS." Failure to indicate any exceptions shall be interpreted as the Bidders intent to fully comply with the specifications written.
- c. Unless otherwise provided in any supplement to these INSTRUCTIONS, no bidder shall modify, withdraw, or cancel his bid or any part thereof for ninety (90) days after the time designated for the receipt of bids in this document.

### **3. Preparation and Submission of Bids**

- a. Each bidder shall use the BID FORM indicating prices and project duration days thereon in proper spaces. The prices and days shall be for the entire work and for any alternates specified. Any erasures or other corrections in the bid must be explained or noted over signature of bidders. Bids containing any conditions, omissions, unexplained erasures, alterations, items not called for, or irregularities of any kind, may be rejected by HACFM at their sole discretion.
- b. In no case shall notations of any kind on the envelope alter the contents of the bid documents.
- c. Bids shall be reviewed by HACFM, the Architect/Engineer for the most responsive responsible bid. HACFM shall consider past performance.

### **4. Qualifications of Bidders:**

- a. Bidders on any construction project must be qualified and directly responsible for a minimum of 50% or more of the bid amount for said work.
- b. Provide all permits, certifications, and licensing required to perform the work requested Contractor must comply with and provide proof that all permitting, and licensing requirements have been met as set forth by state, local, federal or any other governing agency.

### **5. Disqualification of Bidders:**

- a. More than one bid from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Any or all bids will be rejected if there is reason to believe that collusion exists among the bidders and no participants in such collusion will be considered in future bids for the same work. Bids in which the prices are obviously unbalanced will be rejected.



- b. Owner reserves the right to reject any bids where an investigation of the available evidence or information does not satisfy the Owner that the bidder is qualified to carry out properly the terms of the contract documents.

#### **6. Bid Guarantee:**

- a. Bid Each bid must be accompanied by a BID BOND in an amount not less than five percent (5%) of the total amount of the bid and any alternates as a guarantee that the bidder will not withdraw his bid for a period of ninety (90) days after the scheduled time for the receipt of bids. If recommended for award, the Contractor shall enter into a contract with HACFM.
- b. The Contract shall require evidence of all referenced insurance contained in this bid documents. Insurance includes Workmen's Compensation, and Public Liability Insurance, approval of subcontractors by the Owner, and delivery of a PERFORMANCE and PAYMENT BOND satisfactorily to the Owner within ten (10) days after the meeting at which the contract is awarded.

#### **7. Opening of Bids:**

- a. Bids shall not be made public until such time as the bids have been evaluated, awarded and the contract has been executed.

#### **8. Bid Modification:**

- a. Mistakes Before Bid Opening. Unless otherwise prohibited by State or local law, bidders shall be permitted to withdraw or modify their bids by written or facsimile notice prior to bid opening (see form HUD-5369, Item 5, and form HUD-5369-B, Item 6). In no case shall notations of any kind on the bid envelope alter the contents of the bid documents.

#### **9. Withdrawal of Bids:**

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



## 10. Rejection of Bids:

- a. Rejection of Bids Rejection of any bid during the evaluation process shall be Fully documented, including all reasons for the rejection. Minor informalities in the bid may be waived, as described above. Any bid may be rejected if the Contracting Officer determines that the price is unreasonable. Determining a bid price to be unreasonable includes not only the total price of the bid, but the prices for individual items as well. Any bid may be rejected if the prices for any of the items are materially unbalanced (such as bidding a high price for the first items to be provided and then low prices for subsequent items). A bid is materially unbalanced if and when there is a reasonable doubt that the bid would result in the lowest overall cost to HACFM, even if it is the lowest bid, or if the bid is so grossly unbalanced that accepting it would amount to an advance payment.

## 11. Award of Contract:

- a. Owner will consider the project materials, schedule, approach to the intent of the scope of work and associated costs in determining in its opinion what is in the best value to HACFM when awarding the project. Award of the contract, if awarded, will be within ninety (90) calendar days after opening the bids.
- b. Alternate bids will not be considered unless specified in the bidding documents and bid proposal form or by written Addendum.

## 12. List of Subcontractors: (If Applicable: Provide a list of subcontractors OR state that you will not be using subcontractors)

- a. Each bidder shall submit to Owner a list of subcontractors and major material suppliers to be used if awarded the contract. The selected bidder shall within seven days submit all information required to establish to the satisfaction of HACFM, the reliability and responsibility of the proposed subcontractors to furnish and perform the work described in the sections of the specifications pertaining to such proposed subcontractor's respective trades. Prior to the award of the contract, HACFM will notify the bidder in writing if, after investigation, has reasonable and substantial objection to any person or company on the list. If HACFM has a reasonable and substantial objection to any person or company on the list and refuses in writing to accept such person or company, the bidder, may at his option, withdraw their bid without forfeiture to bid security. There shall not be any changes in cost proposed by the bidder. Subcontractors and other persons and companies proposed by the bidder and accepted by HACFM must be used on the work for which they were



proposed and accepted and shall not be changed except with written approval of HACFM.

### **13. Performance and Payment Bond:**

- a. Each bid must be accompanied by a BID BOND in an amount not less than five percent (5%) of the total amount of the bid and any alternates as a guarantee that the bidder will not withdraw his bid for a period of ninety (90) days after the scheduled time for the receipt of bids. If recommended for award, the Contractor will enter into a contract with HACFM. The Contract shall require evidence of all referenced insurance contained in this bid documents. Insurance includes Workmen's Compensation, and Public Liability Insurance, approval of subcontractors by the Owner, and delivery of a PERFORMANCE and PAYMENT BOND satisfactorily to the Owner within ten (10) days after the meeting at which the contract is awarded.

### **14. Taxes:**

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

### **15. Aggrievances or Protest:**

- a. Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to the Housing Authority of the City of Fort Myers (HACFM) and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the Procurement Officer a written notice of intent to file a protest not later than seventy-two (72) hours (excluding Saturdays, Sundays, and Legal Holidays) after receipt of written notice from HACFM of the Intent To Award. For the purpose of computation, the initial notice of intent to file a protest shall be received by the no later than four o'clock (4:00) P.M. on the third working day following the day of receipt of notice of the intended decision or the date of posting of bid tabulation.

Any contractor/vendor/firm that has submitted a bid to the HACFM who is affected adversely by the intended decision with respect to bid award, shall file a formal, written protest within five (5) calendar days after the date of filing of the initial notice of intent to file a protest. Upon filing of the Formal Written Protest,



the contractor/vendor/firm shall post a bond, payable to the HACFM in an amount equal to five percent (5%) of the total bid/quote/proposal or Ten Thousand Dollars (\$10,000.00) whichever is less.

Said bond shall be designated and held for the payment of any costs that may be levied against the protesting contractor/vendor/firm by HACFM, as the result of a frivolous Protest. Said surety shall be in the form of a cashier's check on a national or state bank, money order, or a protest bond executed by the contractor/vendor/firm and a qualified Surety authorized to do business in the State of Florida and acceptable to HACFM.

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

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

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

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

**Exhaustion of Remedies**

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

**16. Addendum:**

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



deems necessary. Any such addendum shall be in writing and shall be posted to the HACFM website. It shall be the bidder's responsibility to monitor the HACFM website for addendums. Addendums will not be distributed to bidders by HACFM. No oral clarifications or amendments shall be considered binding. Each bidder shall examine the documents carefully and not later than seven (7) calendar days prior to the date for receipt of bids shall make written request to HACFM for interpretation or correction of any ambiguity, inconsistency, or error therein which may be discovered. Any interpretation or correction will be issued as an ADDENDUM.

- b. Only a written interpretation or correction by ADDENDUM shall be binding. No bidders shall rely upon any interpretation or correction given by any other method. ADDENDUMS shall be placed on the HACFM website. Bidders will not be notified when an ADDENDUM is issued. It is the responsibility of the bidder to check the website for any ADDENDUMS.

## **Section V Special Conditions**

### **1. Contract Documents:**

- a. All Specifications, Drawings and copies thereof furnished by HACFM, to the contractor, shall remain HACFM's property and shall not be used on any other Project.

### **2. Owner:**

- a. The Contractor shall obtain the Owner's written consent prior to changing any project superintendent.
- b. All shop drawings, product data, samples and similar submittals shall be reviewed and approved by the Contractor first, who shall then submit them to the Architect/Engineer.

### **3. Contractor:**

- a. Should the Architect / Engineer or Owner find any person(s) employed on the project to be incompetent, unfit, or otherwise objectionable for his duties and certifies the facts to the Contractor, Contractor shall immediately cause the employee to be dismissed and said employee shall not be re-employed on this project without written consent of the Architect/Engineer or Owner."



- b. The Contractor shall obtain the Owner's written consent prior to changing any project superintendent. Such consent shall be freely given where justice requires.
- c. All shop drawings, product data, samples and similar submittals shall be reviewed and approved by the Contractor first and shall then submit them to the Architect/Engineer and/or Owner for approval.

#### **4. Administration of Contract**

- a. Within ten (10) days after the effective date of the Contract, but before the Contractor starts to work at the site, a Pre-Construction Meeting shall be held and attended by the Contractor, Architect/Engineer, and Owner. This meeting will be held to discuss schedules for completion of the work, procedures for handling shop drawings and other submittals, for processing applications for payment, and to establish a working understanding among the parties as to the work.

#### **5. Notice To Proceed**

- a. Written Notice to Proceed is contingent upon and will be done subsequent to the Contractor fully satisfying HACFM's stated insurance and Bond submittal requirements. Until the Contractor receives a written Notice to Proceed, the Contractor is advised that HACFM will not be liable for any expenses which the Contractor may incur relative to this Project before the written Notice to Proceed is issued.
- b. The Contractor is required before commencing work, to deliver a Payment and Performance Bond issued by a surety authorized to do business in the State of Florida to HACFM Procurement.
- c. HACFM will provide the Contractor a Notice of Commencement of which the Contractor shall file with the Lee County Clerk of Court. A copy of the Certified Notice of Commencement shall be provided to HACFM Procurement.

#### **6. Changes in Work:**

- a. The Contract Documents may be amended to provide for additions, deletions and/or revisions in work or to modify the terms and conditions in one or more of the following ways:
  - i. A formal Written Amendment
  - ii A Change Order



### iii A Field Directive Change

- b. Change Orders must be submitted on AIA Forms and be itemized. Change Orders shall be received and approved prior to any changes on the project. If approved, the Contractor shall provide copies of the Change Order if applicable to all permitting authorities.
- c. Where changes in the work result in the request for additional contract time consideration shall be given for “time” only.
- c. Should performance of the Contractor’s work be delayed by adverse weather conditions or other conditions which prevent all work during any given day shall be considered lost time.

## 7. Payments and Completion:

- a. Final Payment and/or release of retainage shall not be made until the project is inspected and accepted by the Architect/Engineer and Owner and all other authorities required by Lee County and Florida Law.”
- b. Retainage: Ten percent (10%) retainage shall be held until final completion and acceptance of the project including but not limited to Contractors Certified Payroll in accordance with the Davis Bacon Wage Determination for time worked.



## Section VI: INSURANCE

**Insurance:** The vendor shall secure and maintain during the contract period the following coverage's:

**Workers' Compensation:** Insurance covering all employees meeting statutory limits in compliance with the applicable state and federal laws.

**Commercial General Liability:** Coverage shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include premises and operations; broad form property damage; XCU coverage; independent contractors; products and completed operations and contractual liability.

**Business Auto Liability:** Coverage shall have minimum limits of \$1,000,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include: owned vehicles, hired and non-owned vehicles, if applicable.

**Special Provisions:** HACFM is to be specifically included as an **additional insured** on both the comprehensive general liability and the business auto liability policies.

The certificate holder should read as follows: The Housing Authority of the City of Fort Myers, 4224 Renaissance Preserve Way, Fort Myers, Florida 33916

No HACFM Division or individual name should appear on the certificate. No other format will be acceptable. The certificate must state the project number and name.

Current valid insurance policies meeting the requirements herein identified shall be in effect and maintained during the duration of the named project. Renewal certificates shall be sent to HACFM 10- days prior to any expiration date.

**Indemnification:** The vendor shall hold harmless and defend The Housing Authority of the City of Fort Myers and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contractor work performed there under.

This provision shall also pertain to any claims brought against the Housing Authority of the City of Fort Myers by any employee of the named contractor, any subcontractor, or anyone directly or indirectly employed by any of them.

The vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this contract or the contractor's limit of, or lack of, sufficient insurance Protection.



**Bid Form**  
**IFB No. 23-06**  
**Housing Authority of the City of Fort Myers**  
**Administration Building Roof Replacement**

Description	Estimated Quantity	Unit Price	Alternate Price
Mobilization	Lump Sum for entire project		
Project Management	Lump Sum for entire project		
Project Supervisions	Lump Sum for entire project		
General Conditions (i.e., portable toilets, on-site office, phones, storage containers, safety measures, etc.)	Lump Sum for entire project		
Overhead (administrative, office staff, insurance, office supplies, etc.)	Lump Sum for entire project		
Profit	Lump Sum for entire project		



Demolition and Disposal	Lump Sum for entire project		
Standing Seam Metal Roof Installation (include all applicable installation materials, i.e., fasteners, underlayment, valley metal, drip edge, hip and ridge caps, penetration detail materials, vent caps, etc.)			
TPO Installation (include all applicable installation materials, i.e., fasteners, underlayment, insulation, cant strips, flashing, penetration detail materials, vent caps, etc.)			
Architectural Metals (i.e., parapet cap flashings, roof hatch, roof parapet access panel, etc.)			
Gutters and Downspouts			
Painting	Lump Sum for entire project		
Mechanical	Lump Sum for entire project		
Electrical	Lump Sum for entire project		



Stucco Repairs	Lump Sum for entire project		
<b>TOTAL</b>			

**Warranty of Materials:** \_\_\_\_\_

**Workmanship Warranty:** \_\_\_\_\_

**Timeline: Work shall be completed by \_\_\_\_\_ calendar days.**

**IMPORTANT: Please be sure to label the email Subject Line with the Bid Name and Number so it can easily be identified.**

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

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

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

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

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

By signing this document I, an authorized representative of the Proposer, certify that my company has not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been



made to induce any other person or firm to submit or not to submit a Proposal; that the Proposal we have submitted for this IFB has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that our Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

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

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Company Name

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Authorized Signature

---

Date



## Attachment A

### CHECK LIST FOR PROPOSAL SUBMISSION

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

1. Present a project Timeline from Notice of Commencement to Close-Out of the Project.
2. References – minimum of three (3) references. Include the companies name, address, contact person, phone number and email address. Prefer at least one (1) governmental reference, however, this is not a mandate. References must include Roofing Applications.
3. List of any subcontractors that the Contractor intends on using for this project. Name of company and a description of work they perform for the contractor(s).
4. Workmanship Warranties.
5. Forms and documents required under Attachment A.
  - a) Bid Form –Bid prices offered have been reviewed.
  - b) Vendor Submittals – SECTION III
  - c) 5369 Instructions to Bidders for Contracts
  - d) 5369 A Representations, Certifications, and Other Statements of Bidders
  - e) 5369 B Instruction to Offerors – Non-Construction
  - f) 5369 C Certifications and Representations of Offerors – Non-Construction
  - g) 5370 C General Conditions – Non-Construction
  - h) Disclosure of Lobbying Activities
  - i) Non-Collusion Affidavit of Contractor
  - j) 50070 Drug Free Workplace
  - k) Public Entity Crime Form
  - l) Equal Employment Opportunity Form
  - m) Section 3 and Minority Business
  - n) Davis Bacon Wage Determination as outlined on page 7
  - o) Wage Determination Form WH347 (Certified Payroll)

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

Addendum # _____	Date: _____	Addendum # _____	Date: _____
Addendum # _____	Date: _____	Addendum # _____	Date: _____