

INSTRUCTIONS TO BIDDERS

1. DEFINITIONS

1.1 "COUNTY" is defined as the Board of County Commissioners of Lee County, Florida, or its duly authorized representative(s).

1.2 "BIDDER" is defined as one who submits a bid directly to the COUNTY in response to this Solicitation.

1.3 "SUCCESSFUL BIDDER" is defined as the lowest, qualified, responsible, and responsive bidder to whom the Board of County Commissioners makes a written award, based upon evaluation criteria contained herein.

1.4 "BIDDING DOCUMENTS" or "CONTRACT DOCUMENTS" is defined as document to be submitted with the bid proposal:

- A. Signed **Bid Form** with ALL items completed.
- B. **Schedule of Work** with lump sum prices for all "Bid Items", "Alternates", and "Addenda" items, as applicable.
- C. **Acknowledge Receipt of Addenda**, if applicable.
- D. Vendor/Bidder Application –Applications require documentation of state registration and/or certified license, certificates of insurance, and local business tax. Information must be submitted prior to the Notice of Award. The application is available at: <http://www.leegov.com/procurement/vendor-bidder-application>.

NOTE: Title, Subtitles, Headings, Running Headlines of Contents, and Indexes are used merely for convenience purposes.

1.5 "SEALED BID" is defined as the form in which the bidding documents are to be submitted to the COUNTY.

- A. Bidding Documents must be submitted in a sealed envelope no later than 3:00 pm on the date specified
- B. Sealed envelope must be labeled "**Sealed Bid**", and clearly state the CLIENT NAME, CLIENT ADDRESS, DATE AND TIME BID IS DUE, CONTRACTOR NAME, and CONTRACTOR ADDRESS.
- C. All items in Section 1.4 of this package are to be included in the sealed envelope.

2. BIDDER EXAMINATION/INVESTIGATION OF SITE

2.1 EXAMINATION OF SPECIFICATIONS AND ATTENDANCE AT PRE-BID MEETING

Before submitting a bid, each bidder shall carefully examine the drawings (if applicable), read the specifications, general conditions, and all other contract documents and **ATTEND THE PRE-BID MEETING (if required)**. Each bidder shall fully inform himself prior to bidding as to all existing conditions and limitations under which the work is to be performed and he shall include in his bid a sum to cover the cost of all items necessary to perform the work as set forth in the contract documents. No plea of ignorance of conditions or difficulties that may be encountered in the execution of the work pursuant to this bid package may be made. Failure to make the necessary examinations and investigations will not be accepted as an excuse for any failure or omission on the part of the successful BIDDER. Successful BIDDER must fulfill all of the requirements of the Contract Documents. Failure or omission on the part of the successful BIDDER will not be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time. The submission of a bid shall be construed as conclusive evidence that the bidder has made all necessary examinations and investigations.

2.2 Lee County may rely upon Consultants to prepare drawings and specifications for testing of surface and latent physical conditions at the site or otherwise affecting the cost, progress or performance of the work detailed in the scope. COUNTY will make copies of such reports available to any BIDDER requesting them. These reports are not guaranteed as to their accuracy or completeness, nor are they part of the Contract Documents. Before submitting its Bid, each BIDDER will, at its own expense, make such additional investigations and tests, as the BIDDER may deem necessary.

2.3 BIDDER shall not be entitled to compensation beyond its bid price when required to incur expenses because of tolls, weight limits of trucks, access to the site, permanent or temporary power at the job site, delivery of materials, temporary utilities, or compliance with OSHA requirements when examination and/or investigation of the site conditions and access routes would have revealed the extra expense involved. The above list is intended to be illustrative and not all-inclusive.

3. PREPARATION OF BID

3.1 Each BIDDER shall submit the completed Bid Specifications and indicate the total lump-sum, total unit price base bid, and any total price(s) of any alternative(s) requested as part of the bid solicitation. BIDDER must furnish all requested information in the space provided in the Bid Specifications. The BIDDER is solely responsible for reading and completely understanding the requirements and the specifications of the items bid.

3.2 Signatures shall be required as follows:

- A. Bids by a corporation must be manually executed in the corporate name, by the President or Vice President (or other corporate officer, accompanied by written evidence of authority to so sign). The corporate seal must be affixed and attested by the secretary or assistant secretary. The corporate address and State of incorporation must be shown below the signature. Non-resident corporations shall furnish to the COUNTY a duly certified copy of all required authorizations to transact business in the State of Florida along with the bid proposal.
- B. Bids by a partnership must be manually executed in the partnership name and signed by a partner whose title must appear under the signature. The official address of the partnership must be shown below the signature.
- C. Attorneys-in-Fact who sign bonds or other surety instruments must attach with each bond or surety instrument a certified and effectively dated copy of their power of attorney.
- D. All names must be typed or printed below the signature.

3.3 The COUNTY will only consider bids meeting the exact specifications and requirements of the Bidding Documents.

3.4 Bid errors shall be handled as follows:

- A. Where bids have erasures or corrections, each erasure or correction must be in ink and initialed in ink by the BIDDER prior to submitting.
- B. In the case of lump sum price bids, if an error occurs in the extension of an item, the lump sum price in words (as shown in the bid) will govern.

3.5 Any blank spaces on the Bid Specifications, qualifying notes, exceptions, counter offers, lack of required submittals, signatures, or failure to submit a bid on the COUNTY'S form may cause BIDDER to be declared non-responsive.

3.6 Where required by the bid package, BIDDERS must submit (with their bid specifications) cuts, sketches, descriptive literature and/or complete specifications relative to the items proposed and offered.

3.7 The BIDDER shall comply with the Florida Sales and Use Tax Law as it may apply to this Contract. The Bid amount(s) shall include any and all Florida Sales and Use Tax payment obligations required by Florida Law of the successful BIDDER and/or its subcontractors or material suppliers.

4. COUNTY INTERPRETATION/ADDENDA

4.1 No interpretation or clarification of the meaning of the plans, specifications, or other contract documents will be binding if made to any BIDDER orally. Every such request must be in writing, addressed to LEE COUNTY HUMAN AND VETERAN SERVICES, and received no later than **three (3) calendar days (excluding Saturdays, Sundays, and Holidays), prior to bid opening date.**

4.2 All such interpretations or clarifications MUST be issued in writing by Lee County Human and Veteran Services. Information obtained directly from the homeowner of the property being rehabilitated will not control.

4.3 All interpretations, supplemental instructions, or modifications to the Bidding Documents will be issued as a written Addendum and made available to all known BIDDERS, not later than **three (3) calendar days** (excluding Saturdays, Sundays, and Holidays), prior to the bid opening date. Questions will not be accepted during the last **three (3) calendar days prior** to bid opening date, unless otherwise specified by Lee County Human and Veteran Services. All Bidders should check with Lee County Human and Veteran Services at least **three (3) calendar days** before the bid due date to verify information regarding Addenda. Failure to do so may result in rejection of the bid as non-responsive. Bidder shall acknowledge receipt of all Addenda by number and date on the Bid Specifications. Addenda information will be emailed to all contractors that attended the mandatory pre-bid meeting (if required) or posted on the Lee County Human and Veteran Services website. **IT IS THE SOLE RESPONSIBILITY OF THE BIDDER TO ENSURE HE/SHE OBTAINS INFORMATION RELATED TO ADDENDA.** All Addenda shall become part of the Contract Documents.

5. INSURANCE REQUIREMENTS

5.1 **CONTRACTOR'S LIABILITY, WORKER'S COMPENSATION AND AUTO INSURANCE POLICIES** - The successful bidder shall deliver to Lee County Procurement Management, within **ten (10) calendar days** of the Notice of Award, certificates of insurance, which the successful bidder is required to purchase and maintain in accordance with Florida Law. If the successful bidder fails to furnish the required **certificates of insurance** with the ten (10) calendar days of the Notice of Award, Lee County Human and Veteran Services may annul the Notice of Award, and award the bid to the next lowest, responsible, and responsive bidder.

6. SUBMISSION OF BIDS

6.1 **SUBMIT THE BID** according to section 1.5 of this package **IN A SEALED ENVELOPE, MAILED OR HAND CARRIED**, to Lee County Human and Veteran Services, 2440 Thompson St, Fort Myers, FL 33901, **PRIOR TO THE BID CLOSING TIME.** The **ENTIRE** Bid Package must be stamped in received by Lee County Human and Veteran Services prior to the bid submittal deadline.

6.2 The proper delivery of the bid to Lee County is solely and strictly BIDDER'S responsibility. Lee County shall not be responsible for delays caused by the United States Postal Service or any other occurrence. Bids submitted by certified or registered mail, not received by Lee County Human and Veteran Services by the bid submittal deadline, will not be honored.

6.3 The bid submittal time will be **strictly** observed. Under ***no*** circumstances will bid proposals delivered after the specified submittal time be considered. It is the bidder's responsibility to ensure the bid is received by Lee County Human and Veteran Services prior to the opening date and time specified. Any bid received after the opening date and time will be promptly returned to the bidder unopened.

6.4 Bidder must submit his/her Lump Sum Bid on this Bid Form on the Schedule of Work. Any blank spaces on the Bid Form and Schedule of Work required in Instructions to Bidders or signatures may result in the Bid being declared as **NON-RESPONSIVE**.

7. WITHDRAWAL, TRANSFER OR MODIFICATION OF BIDS

7.1 Bids may be withdrawn at the request of the BIDDER. The request to withdraw may be made via writing, faxing, or emailing in time for delivery during the normal course of business, but prior to the time scheduled for the opening of the bid proposal. Such requests must have confirmed documentation of any telegraphic withdrawal with the BIDDER'S signature, dated or postmarked prior to the scheduled time of bid opening.

7.2 If, within twenty-four (24) hours after Bids are opened (excluding Saturdays, Sundays and Holidays), any BIDDER providing a signed, written notice to the COUNTY and demonstrating to the reasonable satisfaction of the COUNTY that there was a material and substantial mistake in the preparation of its Bid, may withdraw its Bid without penalty. The BIDDER shall be disqualified from further consideration on the Work to be provided under that Project. Except as specified in this subparagraph, BIDDER may not withdraw its bid after the appointed bid opening time.

7.3 BIDDER may not modify its bid proposal at any time for any reason whatsoever.

8. BID OPENING

8.1 At the time and place fixed for the opening of bids every bid properly delivered within the time fixed for receiving bids will be opened and publicly read aloud, irrespective of any irregularities found therein. BIDDERS and other persons interested may be present, in person or by representative. An abstract of the amounts of the base bids and major alternates (if any) will be made available to BIDDERS after the opening of bids. Bids will be submitted and opened no earlier than 3:00 pm.

9. AWARD OF CONTRACT/REJECTION OF BIDS

9.1 Bids are being obtained pursuant to FS 255.20. The statutory criterion for award of a bid is to the "lowest qualified responsive and responsible bidder in accordance with the contract/bid documents". A bid meeting these statutory criteria is considered in the best interest of the COUNTY. The COUNTY reserves the right to exercise its discretion to reject any and all Bids, with or without cause, to waive informalities (e.g., not involving price, time or changes in the work), and to accept the bid that in its judgment will be in the best interest of Lee County. Discrepancies in the multiplication of units of work and lump sum prices will be resolved in favor of the lump sum prices. Minor mathematical errors will be corrected by Lee County Human and Veteran Services based upon stated criteria.

9.2 The COUNTY may conduct such investigations as the COUNTY deems necessary and appropriate to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations proposed by Bidder hereunder.

9.3 By submitting a bid, the BIDDER recognizes and accepts that the COUNTY may reject the bid based upon the exercise of its sole discretion. BIDDER waives any claim(s) it may have for damages or other relief resulting directly or indirectly from the rejection of its bid based on any grounds, including the disclosure of any pertinent information relating to the reasons for rejection of said bid.

9.4 All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.). Poor or unacceptable past performance may result in bidder disqualification.

9.5 The County reserves the right to exercise its discretion, to waive minor informalities in any bid; to reject any or all bids with or without cause; and/or to accept the bid that in its judgment will be in the best interest of the County of Lee.

10. EXECUTION OF WRITTEN CONTRACT

10.1 The COUNTY will issue a "Notice to Proceed" on the Project within **forty-five (45) calendar days** of the date of the Notice of Award.

10.2 In the event the Notice to Proceed has not been issued by the COUNTY within the **forty-five (45) calendar day** period above, the CONTRACTOR shall have the option, upon written notice, to rescind the Contract or continue with the Contract as originally bid, unless stated otherwise in Supplemental Conditions.

11. ACCEPTANCE

11.1 The materials and/or services delivered under the bid shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the COUNTY and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the COUNTY are found to be defective or do not conform to specifications, the COUNTY reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

12. PUBLIC ENTITY CRIME AFFIDAVIT

12.1 Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the COUNTY; may not submit a bid on a contract with the COUNTY for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the COUNTY; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with the COUNTY, may not transact business with the COUNTY in excess of \$25,000 for a period of 36 months from the date of being placed on the convicted vendor list.

13. DRUG FREE WORKPLACE

13.1 Whenever two or more proposals, which are equal with respect to price, quality, and service, are received for the procurement of contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the evaluation/award process. In order to have a drug-free workplace, a business shall comply with the requirements of Florida Statutes 287.087.

14. PERMITS AND LICENSES

14.1 The contractor must apply for **all** applicable permits within fourteen (14) calendar days after the notice to proceed is issued by the Lee County Human and Veteran Services. All permits, governmental fees and licenses necessary for the proper execution and completion of the work must be obtained prior to the commencement of any work required by job specifications, copies of such licenses and permits shall be provided to the rehab specialist upon receipt. Each contractor will submit, to the rehab specialist, a copy of job specifications that have been signed off by the building department certifying that all permits applicable to the work required have been applied for.

A notice of commencement will be filed on each job in conjunction with the issuance of notices to proceed and any other requirements of the Florida Mechanic's Lien Law shall be completed.

15. LABOR AND MATERIALS

15.1 The contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, etc., necessary for the proper execution and completion of the work.

16. IMMIGRATION LAWS

16.1 Lee County will not intentionally award COUNTY contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 a(e), Section 274A(e) of the Immigration and Nationality Act ("INA").

16.2 Lee County shall consider the employment by any Contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of the contract by Lee County.

17. SECTION 3

17.1 It is the policy of Lee County Human and Veteran Services (LCHVS) to comply with the requirements of Section 3 of the Housing and Urban Development Act (HUD) of 1968 pursuant to [24 CFR 570.607 \(b\)](#). This legislative directive provides preference to low-income residents, and businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects. As such it is the intent of LCHVS to give, to the greatest extent feasible, (consistent with existing Federal, State, and local laws and regulations), employment, contracting and other economic opportunities arising in connection with a proposed project to low-income persons, Section 3 residents and business concerns in the local community, and that contracts be awarded to eligible business concerns which employ and/or are owned in substantial part by such low-income persons residing in Lee County.

17.2 In order for LCHVS to be considered in compliance with the regulation, LCHVS will make, to the greatest extent feasible, efforts to achieve the three annual minimum numerical goals as set forth at [24 CFR Part 135.30](#), for employment and contracting by: 1) awarding 10 percent of the total dollar amount of all covered construction contracts to Section 3 businesses; 2) offering 30 percent of new employment opportunities to Section 3 businesses; and 3) hiring 30 percent of new hires as Section 3 residents annually—i.e., one out of three new employees needed to complete a Section 3 covered project/activity shall be a Section 3 resident.

17.3 Efforts to ensure that these levels are achieved include: 1) requiring that all contractors post information at job sites in affected areas regarding employment opportunities and preference in hiring Section 3 employees and 2) advertising projects identifying contracting opportunities and the preference to utilize Section 3 businesses.

Bid Posted 04/29/2021
Bid due back 05/12/2021
By 3:00 PM

Lee County BoCC
Human and Veteran Services

Name: Sheryl Kordek
Address: 16037 Citron Way
City, State Zip: North Ft. Myers FL 33903
Client Phone # 239-284-0717
Strap #27-43-24-02-00020.0100
Date: 4/29/2021
Rehab Specialist: Brian Bissell (239)281-1182

**Contractor will have 45
days to complete the work**

All construction shall be in compliance with the 2014 Florida Building Code, Building, Residential, Existing Building, Plumbing, and Mechanical with 2009 Supplements. The 2011 National Electrical Code. All Lee County Ordinances. And all current Florida State Statues, to include # 553.844 and #553.885.

Contractors **shall be responsible** for all dimensions, locations, and quantities.
All color samples shall be submitted and approved by this office **prior** to work commencing.

Note: No deviation from this specification will be permitted without written and signed authorization by Lee County Human and Veteran Services.

Contractors ***must*** obtain **ALL NECESSARY PERMITS** and all necessary documents from Federal, State and Local governmental agencies prior to commencement of any work, and furnish copies of permits to Lee County Human and Veteran Services **prior** to commencement of any work. Permits will cover all work to be completed under this schedule of work.

SCHEDULE OF WORK

1. **Demolition:** Remove and haul away existing floor covering and all deteriorated wood sub-flooring. Approximately 790 square feet of Sub-flooring shall be removed. This is to be dismantled in an orderly fashion with as little damage to the remaining structure as possible. When this work is completed, make sure the structural integrity of the remaining structure is not in doubt. Clean up this area of work immediately and make sure no potential hazard exists. Contractor will be responsible for repairs to existing structure caused by the demolition. All work will be completed in a workmanlike manner.

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DESCRIPTION OF ELECTRICAL

1. **Smoke detector:** Provide and install a total of 4 smoke detectors. One in each bedroom, one in the hall way outside the two bedrooms and one in the main living area. All work will be completed in a workmanlike manner.

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DESCRIPTION OF PLUMBING

1. **Misc Plumbing:** Remove existing toilets if needed to replace sub-flooring and reinstall existing toilets after finished floor has been completed. Installation will comply with standard plumbing code and be completed in a workmanlike manner. Location per existing.

\$ _____

DESCRIPTION OF INTERIOR

17. **Subfloor Replacement:** Replace all damaged plywood incorporated in the subfloor system located throughout the dwelling, approximately 790 square feet. Replacement plywood shall meet size requirements for the existing subfloor with grain running perpendicular to floor joists. All work will be completed in a workmanlike manner.

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19. **Floor Joist System Repair:** Provide for up to 50 linear feet of joist repairs, matching existing joist system. Repair and/or replacement to existing, price shall include all labor and material to complete job.

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28. **Floor Vapor barrier and Insulation:** Install minimum 3" , R-11 insulation (Manville, Owens Corning or equal) designed for mobile home usage. Provide vapor barrier throughout the underside of the living space. Vapor barrier shall be threaded vapor barrier tab nailed to floor joints. All work will be completed in a workmanlike manner and to meet all local codes.

\$ _____

1. **Licensed Termite Inspection:** A licensed termite inspector shall inspect property for termite infestation and other WDO damage. Copies of inspection reports for work will be submitted to the Lee County Human and Veteran Services after inspection has been completed. Contractor shall receive a \$150.00 allowance for termite inspection.

\$ \$150.00 - add to total below

DESCRIPTION OF FLOORING

35. **Vinyl Floor:** Provide and install new (sheet) vinyl floor in:

- h. Kitchen
- I. Bath #1
- j. Bath #2

Remove existing floor covering throughout above if possible and install new sheet vinyl with a minimum thickness of 1/8", Armstrong Initiator (sheet vinyl) or equal quality. Floor covering will be installed in a workmanlike manner using correct adhesives and meet manufacturers specifications for installation. New vinyl flooring shall not be installed over a board or plank subfloor unless a 3/8" underlayment is installed prior to vinyl tile installation. **Install vinyl base after tile has been installed.** Owner to select color and pattern from appropriate selection provided by contractor. All work will be completed in a workmanlike manner.

\$ _____

37. **Carpeting:** Provide and install new (F.H.A. approved, carpet shall meet or exceed U.S. government standards specified in F.H.A. bulletin UM 44-D. carpet with a minimum 7/16" 2.2 density bonded pad). Carpeting shall be installed in:

- a. Living room
- b. Dining room
- c. Hallway

- d. Bedroom #1
- e. Bedroom #2

Remove existing carpeting covering throughout above designated rooms and install new carpeting over existing pad if present. If pad is in a deteriorated condition, remove and install new padding. Carpeting will be installed in a workmanlike manner and meet manufacturer's specifications for installation. **Owner to select carpet and padding** from appropriate selection provided by contractor. All work will be completed in a workmanlike manner.

\$ _____

DESCRIPTION OF MECHANICALS

1. **Central Heat and Air Ducts only:** All existing duct work shall be inspected for leaks and shall be repaired where required. Provide repairs as needed to duct system under the dwelling. Provide proper strapping once all repairs have been completed. All work shall be completed in a workmanlike manner.

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DESCRIPTION OF PERMITS AND MISCELLANEOUS

2. **Clean Up:** Leave entire interior and exterior premises clean and free of debris. No debris shall be burned on site. All surplus materials to be removed shall become the property of the contractor unless otherwise stipulated. Clean up will be completed in a timely and workmanlike manner, including the removal of all equipment.

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3. **Permits:** Contractor must submit the entire work schedule to building department to ensure all proper permits are obtained. Obtain all necessary permits and all necessary documents (Con-currency requirements, etc.) from Federal, State and Local governmental agencies prior to commencement of any work. Furnish copies of permits and all necessary documents to Lee County Human and Veteran Services prior to commencement of any work. Permits will cover all work completed under schedule of work for general, electrical, plumbing, HVAC, and roofing. All fees shall be paid by contractor for permits required by application. All inspection scheduling shall be the responsibility of the general contractor. **Submit Lee County permit package to Tracey Berry or Karen Myers. The plan reviewer if necessary shall be Linda Ramsey.**

\$ _____

TOTAL BASE BID

\$ _____

Authorized Contractor's Signature: _____

Contractor's name: _____

Company name: _____

Contractor's Address: _____

Contractors' Phone: _____

_____Additional Notes:

