

**Request for Information 19-ITB-001-LAJ
General Contractors for CDBG-DR Irma Program**

2nd Round of Questions and Answers

The Department's responses to timely submitted questions are provided below:

Question Number	Page Number	Section	Question	Response
1.			B-18 you give a maximum amount homes of 10 per contract and a maximum value each project, but you don't give a minimum. What would be the minimum homes per contract and the minimum value per home	No minimum has been set.
2.			Will an awarded GC be able to have multiple contracts simultaneously or is there limit.	DEO will leave room for multiple simultaneous contracts if the GC displays capacity for it.
3.			The mark up is normally considered a companies overhead and profit, so all other expenses incurred such as engineer, design, architect permitting an so on will be included in the proposal I'm I correct ?	Yes.
4.			Are you establishing a pool of pre qualified contractors, if so what is the point of divulging our mark up when we have to bid on each contract with other GC's, if not explain how this process will be delivered ?	Yes. The intent is to establish a mark up that will not be exceeded.
5.			Due to the that fact markups can vary due to the nature of each project is your selection totally base off the mark up percentage ?	No, all awarded general contractors will need to meet the qualifications specified in the ITB. Price consideratons will also need to be assessed.
6.			Will all selected contractors in each region be sent the same bid packages to bid on ?	Yes.

7.			How many GC's do you see being awarded for each region and will ?	Each contractor that qualifies for each region will be added to the pool.
8.			Will awarded contracts be on a rotational basis with GC's selected for each region ?	DEO will not assign task orders on a rotational basis.
9.			can you provide the name Of the company that was awarded the subject contract?	There has been no award to date for construction services.
10			please send me all information you have regarding being in the pool of approved contractors for Rebuild Florida. I understand contractors for this program must be licensed in State of Florida and insured. Please provide any other requirements necessary to provide services under Rebuild Florida and be part of the pool.	All requirements have been listed in the ITB.
11	Page8	Section B.18	Is DEO requesting prices on a per home basis for pricing or a 10 home bundle?	DEO will request prices on a per home basis.
12	Page8	Section B.18	Will all homes be reconstruction or rehabilitation? General contractor costs will be different for reconstruction homes versus rehabilitation homes. In a bid of this format, we request that all rehabilitation homes are bid together and all reconstruction homes are bid together.	Construction projects may be either rehabilitation or reconstruction projects. DEO will design bid packages that are most advantageous to the agency.
13	Page8	Section B.18	Section B.18 (referenced above) includes "all labor and associated hardware and materials." How do builders estimate and bid for "all labor and associated hardware and materials" for a house that has not been scoped, designed, visited, or understand the environmental aspects that must be followed? i. Survey costs (pre-construction, construction in process, final as-built conditions)	The scope of each project will vary based on the needs at each individual site. The program will provide details related to the items listed in this question on a per home basis within the scopes of work contained within the individual bid packages. Contractors should include soft costs such as survey, elevation certificates, in GC's cost considerations. Architectural services may be required. Engineering services may be required. Elevation may be required for homes inside the floodplain that are substantially damaged or

			<ul style="list-style-type: none"> ii. Elevation certificate costs (pre-construction, construction in process, as-built finished floor elevation certificate) iii. Architectural services <ul style="list-style-type: none"> 1. Will architectural services be required for rehabilitation homes? iv. Engineering services <ul style="list-style-type: none"> 1. Will engineering services be required for rehabilitation homes? 2. Does the DOE anticipate elevating existing structures if those structures exist below the Base Flood Elevation within the 100-year floodplain or lower? v. Permit fees vi. Inspection fees (if applicable in the local jurisdictions/municipalities) vii. Bond premiums viii. Builder's risk insurance premiums ix. Demolition costs <ul style="list-style-type: none"> 1. If these costs are not included in the \$150,000 per home cap, how do the builders estimate these costs without visiting the property? x. Environmental mitigation costs xi. Asbestos surveys xii. Asbestos abatement, if required xiii. LBP risk assessments xiv. LBP abatement, if required 	<p>substantially improved. Permit fees and inspection fees are allowable expenses within the program cap. Bond premiums and builder's risk premiums are to be paid solely at the contractor's expense and will not be reimbursed, advanced or otherwise paid for by the Program. Demolition costs are allowable within the cap. Environmental mitigation costs and the associated testing and, if required, clearance are allowable within the cap.</p>
14	Page 8	Section B.22	<p><i>"Contractor shall be paid for the services rendered under the Contract upon satisfactory completion of these services."</i></p> <ul style="list-style-type: none"> 1. What is the expected construction duration of a rehabilitation home? 2. What is the expected construction duration of a reconstruction home? 	<p>The duration of work will be identified per construction project.</p>

			<p>3. If the program is going to elevate existing structures above the BFE, what is the expected construction duration of an elevation with rehabilitation home?</p>	
15	Page 11	Section B.32	<p><i>“The Contractor shall not enter into any subcontracts for the delivery of any services described in this Contract without the prior written approval of DEO. Proposed use of subcontracts should be included in the Respondent’s bid.”</i></p> <ol style="list-style-type: none"> 1. Does DEO expect to review and approve of every subcontractor/trade provider the general contractor uses to complete the construction efforts (all electricians, plumbers, framers, HVAC contractors, etc)? 2. If the answer to question 3a above is “yes,” what specifically will the contractor be required to submit to DEO to obtain this approval? 3. If the answer to question 3a above is “yes,” what specifically will DEO be reviewing of each proposed subcontractor/tradesman to make an approval/rejection decision? 4. . If the answer to question 3a above is “yes,” what will be the turnaround time of obtaining such approval? 5. If the answer to question 3a above is “yes,” what are the repercussions of utilizing a subcontractor/tradesman without obtaining prior approval of DEO? 6. Selection of subcontractors/tradesmen for residential construction services is a constantly changing dynamic in a disaster recovery housing program. As such, we recommend a simple review of whether the contractor is currently debarred or not by the 	<p>At the time of bid, please submit Attachment L List of Contractors as required in the ITB. Any additional subsequent subcontractors will be assessed and subject to approval at the time of the construction project.</p>

			Federal government as a check and the selected GC can provide those certificates to DEO upon use of each subcontractor.	
16	Page 14	Section B.42	<p><i>“Awards will be determined by the respondents meeting requirements and qualifications as indicated in Section B.13, C.4, and Attachment 1.”</i></p> <p>1. This section does NOT identify costs bid by contractors as a basis for award. Can the contractor assume that cost will not be a consideration factor for award based on the omission of cost as a determining factor in this section?</p>	All general contractors meeting requirements specified in the ITB will be included in the pool regardless of the markup cost.
17	Page 20	Section C.1	Does the DEO intend to compensate the contractor for the costs of site inspections performed on applications that do not end up going into construction?	Contractors will not be compensated for any work prior to the signed agreement for the construction project.
18	Page 20	Section C.1	Does the DEO intend to compensate the contractor the costs of environmental surveys such as a LBP risk assessment or ACM survey in the event that a homeowner does not end up going into construction?	Please see response to question 17.
19	Page 20	Section C.1	Does the DEO intend to compensate the contractor for the costs of “pre-construction” work performed on applications that do not end up going into construction? Such pre-construction costs could include, but are not limited to surveying costs, geotechnical costs, engineering and architectural costs, administrative costs associated with meeting with the program and applicants during this pre-construction phase?	Please see response to question 17.
20	Page 20	Section C.1	If the answer to a-c above is “no,” what fall out rate should the contractor assume in preparing its bid?	No, please see response to question 17.

21	Page 21	Section C.4	Regarding the requirement for architectural and house plan renderings – does the DEO intend to utilize a standardized set of reconstruction plans or will each home be “rebuilt in kind” if the home is scheduled to be reconstructed?	DEO is seeking options for standardized plans and does not intend to build custom homes at each site or to replace homes “in kind”
22	Page 21	Section C.4	Will the program be negotiating and obtaining the required approvals from the SHPO and local Landmark Commissions on historic properties? These consultations are commonly lengthy and cost/time consuming. If the home does not move forward into construction following this procedure, how does the program intend to compensate the GC for costs incurred in this process?	No compensation will be awarded prior to signed agreement for a construction project. Construction requirements for any project requiring SHPO or local historic commission coordination will be coordinated by DEO’s environmental service provider.
23	Page 21	Section C.4	How many historic homes does the program estimate would be served through this grant? The number will dictate contractor approach to staffing/subconsultant decisions which will impact price.	Currently unknown.
24	Page 21	Section C.4	Will additional funding for accessibility accommodations be provided in addition to the \$150,000 cap?	All construction costs Exceptions will be considered on a case-by-case basis.
25	Page 21	Section C.4	Will historical rehabilitation funding be made available in addition to the \$150,000 cap in the event that a home cannot be rehabilitated for less than \$150,000?	Please see response to question 24.
26	Page 21	Section C.4	Will additional funding be provided in addition to the \$150,000 cap for environmental considerations including lead based paint abatement, asbestos containing materials abatement, mold remediation, wetland protection, and elevation requirements above BFE or DFE?	Please see response to question 24.

27	Page 21	Section C.4	<p>Section C.4.10 states that all contractors and subcontractors will be responsible for documenting (with photographs and written reports) any pre-existing and pre-storm damage to the property that has not been included in the scope of work. Does the program intend to repair all damage to the home to bring it up to current code whether it was damaged by the storm or not?</p> <ul style="list-style-type: none"> i. Does the program intend for the contractor selected in this procurement to conduct damage assessments of the property? We assume this would be done before the application is with the contractor as damage assessments are typically required to determine eligibility of the structure to participate in the program. ii. Who is expected to perform the Tier II environmental reports? The Program Manager or the contractor selected through this procurement? As this is a site eligibility requirement, we assume that this will be done prior to the contractor being asked to work on or bid the house. iii. Who is expected to perform LBP Risk Assessments? iv. Who is expected to perform ACM surveys? v. Who is expected to perform mold assessments? 	<p>No, the only items to be repaired will be items required to be brought up to code.</p> <p>No, contractors selected under this ITB will not perform damage assessments.</p> <p>No, contractors selected under this ITB will not complete tier II environmental reviews.</p> <p>Risk assessments will not be performed by the contractors selected in this ITB.</p> <p>No, contractors selected under this ITB will not perform LBP risk assessments.</p> <p>Yes, contractors selected under this ITB will perform ACM surveys.</p> <p>Yes, contractors selected under this ITB will perform mold assessment.</p>
28	Page 25	Section C.4.4	Who will be performing the inspections for the Program?	Quality inspections will be conducted by program staff. Code and other municipal inspections will be

				conducted by local building officials and is the responsibility of the contractor to coordinate.
29	Page 25	Section C.4.4	What will be the re-inspection fee that is referenced in this section?	If a contractor fails a quality/progress inspection, a reinspection fee may be assessed for the reinspection of the property once the deficiency is corrected by the contractor and will vary based upon municipality. This fee will be the responsibility of the contractor.
30	Page 26	Section C.4.5	Please provide a list of all of the approval entities involved in the change order process?	Approval entities include: the applicant, contractor and the program staff as stated in C.4.5.
31	Page 26	Section C.4.5	What is the length of time to which the program will commit to for the review and approval of change orders? Change order approvals that take more than 2-3 days from submittal to approval will require, in many cases, contractors/subcontractors/tradesmen to demobilize from the site and remobilize thus increasing the dollar amount of the change order.	There will be a change order process. Change order policies and procedures will be provided to contractors upon a signed agreement for construction project. These will identify the approval change process.
32	Page 26	Section C.6	Please consider removal of this section of the contract. This is an undue burden placed upon the contractor and is not typical in a CDBG-DR housing program. Inclusion of such large penalties will impact the bid prices provided by the contractors to the Program as builders will be forced to incorporate a certain amount of these penalties to be assessed in our bid price to be provided in response to this solicitation.	Financial consequences are required to be included in all State of Florida contracts per Department of Financial Services.
33	Page 26	Section C.6	If the program is going to apply such a large penalty for invoice submission, please provide the exact invoice requirements, including all documents that must be attached to each invoice at the time of submittal in addition to the AIA forms referenced in section C.3. A complete sample invoice package would be useful to review.	Please see C.6 Performance Measures.

34	Page 26	Section C.6	Will invoices be allowed to be submitted on a home-by-home basis or will the Program require the invoices to be submitted on each block of 10 homes? Homes will likely not all proceed on the same schedule, thus invoicing in blocks of 10 homes will slow cash flow to the builders.	Yes, invoicing will be on a per home basis.
35	Page 28	Section C.10	Please establish a limitation of liability within the clause. As the contractor is not involved in the determination of the financial damages that may be incurred by the Program, the contractor cannot operate without a limitation of liability.	Section C.10 cannot be amended at this time.
36	Page 28	Section C.11	The LD amount included in this section is 10x what is commonly included in HUD CDBG-DR programs. \$100/day LD is common in other programs across the country.	Please see LD amount in Section C.11 Liquidated Damages upon Contract Termination.
37	Page 28	Section C.11	Will the Program apply LDs only in the event of termination or will they also apply in the event the contractor does not complete the construction activity within the timeframes?	Liquidated damages will apply in the event of termination for cause.
38	1 st Page	Attachment B – Cost	Please confirm that the Program is not seeking any cost information from the bidders on this procurement.	Attachment B is to be completed and submitted with each bid and as stated in Attachment B the bidder is required to quote maximum percent of markup cost for the regions where qualified and choose to provide services.
39	1 st Page	Attachment B – Cost	Please confirm that the only response requested in Attachment B – Cost Response will be the year-over-year cost escalation percentages for each of the regions.	Please see response in question 38.
40	1 st Page	Attachment B – Cost	Please confirm that the contractor's response on Attachment B – Cost Response is not a determination	Please see response in question 16.

			for selection in this RFQ as it was not addressed in Section B.42 – Basis of Award.	