

December 14, 2017

**BOARD OF COUNTY COMMISSIONERS
ORANGE COUNTY, FLORIDA**

**IFB #Y18-146-DG
WEATHERIZATION ASSISTANCE PROGRAM (WAP) INSPECTIONS**

ADDENDUM NO. 2

This addendum is hereby incorporated into the bid documents of the solicitation referenced above. The following items are clarifications to the original document.

- QUESTION:** Throughout this bid packet it is read in most places as “bidder” including in “Signature of Bidder” on some forms. In very few areas the word “Contractor” is used. For the purpose of better understanding the Indemnification section I want to explain: As the bidder I perform inspections for the WAP program, the contractor is hired by Orange County directly to perform the contracting construction work. The Indemnification section #29 on page 9 is complete struck out and replaced with: Each party to this contract will indemnify and hold harmless its company, officials, agents and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney’s fees. Furthermore, it is understood the WAP assessment and inspection process is in the perspective of the inspection at the time of that inspection. Once reviewed at another time things can change, whether it be policy guidelines & practices or homeowner modifications. These home assessments and final inspections can and will be interrupted differently by each individual person. We will not be responsible for cost associated with bringing homes to compliance when inspected by other individuals or firms. But will state in good faith will perform every job task with the intend to meet all program guidelines as seen in the 2015 and 2016 quality control inspections whereas approximately twenty plus inspected homes in the two year period had no deficiency that cost the agency money.

ANSWER: Page 9, Item #29, Indemnification will not be changed, shall remain the same.

- QUESTION:** Page 11, Item #36, Claims, strike “The Manager, Procurement Division decision shall be final and conclusive.” and replace with “The Manager, Procurement Division decision shall be considered final and conclusive. If the contractor feels it to be unfair he must start a Medication and/or arbitration within 30 days of Procurement Division decision as the sole dispute mechanism.”

ANSWER: Page 2, Item #36, Claims will not be changed, shall remain the same.

3. **QUESTION:** Page 15, Item #6, Performance, this paragraph is striked out of contract. We perform 450+ inspections for the WAP program in four 14 Florida counties, when we perform inspections in your area it is often 7 to 14 days to schedule with 20 plus homeowners the inspection times and another 5 to 7 days to inspect 20 plus homes at a time. We do not perform only one or two single orders. Seven days and responsible for your replacement bidders cost is unfair unless we triple our prices to accept the risk.

ANSWER: Page 15, Item #6, Performance is not striked out of this contract, it shall remain the same.

4. **QUESTION:** Page 16, B. Termination for Convenience – amended paragraph to read “The County or contractor, by written notice, may terminate this contract, in whole or in part, when it is in the County’s or contractor’s interest. If this contract is terminated, the County shall be liable only for goods or services delivered and accepted. The County or contractor Notice of Termination shall provide the other party thirty (30) calendar days prior notice before it becomes effective. A termination for convenience may apply to individual delivery orders purchase orders or to the contract in its entirety.”

ANSWER: Page 16, B. Termination for Convenience shall remain the same.

5. **QUESTION:** Page 25, Item B, Deliverable, 1. Pre-inspection: line amended to: “This will also include a National Energy Audit Tool (NEAT)/Mobile Home Energy Audit (MHEA) recommendation printout and input printout when required by state weatherization rules.”

ANSWER: Page 25, Item B, Deliverable, 1, Pre-inspection, second paragraph shall read: This will also include a National Energy Audit Tool (NEAT)/Mobile Home Energy Audit (MHEA) recommendation printout and input printout when required by state weatherization rules.

6. **QUESTION:** Page 23, Item #22, Attachments – Attachments A & B found in this bid packet are understood as the concept of the type of documentation performed. The current attachments: Work write up, Intake, Plat, PWOA, BWR and Pricing schedule are all either incomplete or not in the current state approved documents.

ANSWER: Language shall read: The following attachment(s) is/are attached to, and made a part of this Invitation for Bids. It is understood that the bidder is allowed to help Orange County redevelop all attachments to meet the program guidelines as required.

7. **QUESTION:** Page 25, Item B, Deliverables – Pricing is missing options when you go to perform a Pre-inspection and after starting the inspection it is found that the home can not be weatherized according to the guidelines. This is a allowed state approved reimbursable cost as a “Deferral”, so instead of charging for a pre-inspection and perform all the task for pre-inspection the inspector can stop the inspection and call it a deferral. This will lower the price by almost a third and is an allowed cost, if you have several pre-inspections at full price that do not get completed you may not be reimbursed by the state.

ANSWER: Add the following to Item B, Deliverables:

5. Deferral: During the pre-inspection it may be determined that the home is not eligible for the Weatherization Program per state of Florida regulations. In such a case, this will be determined a deferral by the inspector and the pre-inspection will end at that point. Upon determination of a deferral Orange County Weatherization staff should be immediately notified.

8. **QUESTION:** The QCI inspection is the combined cost of the pre and QCI when vendors perform the pre-inspection as its more work. The bid does not state if all QCI inspections are from the same company that performed the pre so I would be default have to bid the QCI as both prices (normal QCI plus pre) on top of bid the individual pre-inspection price.

ANSWER: This requirement shall remain the same.

9. Remove page 27 and replace with page 27A.

All other terms and conditions remain unchanged.

ACKNOWLEDGEMENT OF ADDENDA

a. The bidder shall acknowledge receipt of this addendum by completing the applicable section in the solicitation or by completion of the acknowledgement information on the addendum. Either form of acknowledgement must be completed and returned not later than the date and time for receipt of the bid.

b. Receipt acknowledged by:

Authorized Signer

Date Signed

Title

Name of Bidde

**BID RESPONSE FORM
IFB #Y18-146-DG**

The Contractor shall provide all labor and other resources necessary to provide the services in strict accordance with the scope of work/services defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED QUANTITY</u>		<u>UNIT COST</u>	<u>TOTAL BID</u>
1.	Pre-Inspection, flat rate	50 each	x	\$ _____	= \$ _____
2.	Quality Control Inspection (QCI), flat rate	50 each	x	\$ _____	= \$ _____
3.	Re-Inspection, flat rate	20 each	x	\$ _____	= \$ _____
4.	QCI Training	20 hours	x	\$ _____	= \$ _____
5.	Deferral	15 each	x	\$ _____	= \$ _____
TOTAL ESTIMATED BID (Items 1 through 5)					= \$ _____

Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Performance shall be not later than seven (7) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Dorothy Gordon, Senior Purchasing Agent, at Dorothy.Gordon@ocfl.net

Bid Response Documents - The following documents constitute your bid:

- A. Bid Response Form, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of Sub-contracting, Conflict/Non-Conflict of Interest Form, E-Verification Certification, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. **Please make sure forms are fully executed where required.**
- B. Qualifications of Bidders information, per Special Terms and Conditions.
- C. Completed attached reference documentation.