

Jacksonville Housing Authority

INVITATION FOR BIDS (IFB) No. CN-008-20

Roof Replacement @ Centennial Townhomes East

**BLDGS. 5, 6, 7, 8, 9 and 10
900/1000 Liberty St.
Jacksonville, FL 32206**



IFB Document

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INVITATION FOR BIDS (IFB) No. CN-008-20, Roof Replacement @ Centennial TH East

INTRODUCTION

In keeping with its mandate to provide efficient and effective services, the Jacksonville Housing Authority (JHA) is now soliciting bids from qualified, licensed and insured independent contractors to provide the noted services outlined in this solicitation for the JHA's **Centennial Townhomes East property located at 900/1000 Liberty St. Jacksonville, FL 32206 to include Building numbers 5, 6, 7, 8, 9, and 10.** All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document and any designated attachments in its entirety.

IFB INFORMATION AT A GLANCE

[IFB at a Glance - Table 2]

JHA CONTACT PERSON (NOTE: Unless otherwise specified, any reference herein to “Contracting Officer” or CO” shall be a reference to the Agency contact person listed)	Colene Orsini Telephone: (904) 366-6078 Email: corsini@jaxha.org
PRE-BID MEETING & WALK-THROUGH LOCATION	<u>Pre-Bid Meeting Date July 20, 2020 at 2:00 p.m., EPT (Eastern Prevailing Time)</u> Jacksonville Housing Authority 1300 Broad St. N Jacksonville, FL 32202
WRITTEN INQUIRIES SUBMITTAL DEADLINE	<u>July 30, 2020 at 12:00 p.m. (Noon) EST</u>
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL	All Bids must be clearly labeled and denote the above IFB number and submitted in a sealed envelope to 1300 Broad Street N. Jacksonville, FL 32202 and include the items outlined in Section 3.0. It must include one (1) original and one (1) copy of your full submittal package.
BID SUBMITTAL RETURN & DEADLINE	<u>Bid Due: August 10, 2020 at 2:00 p.m. EST</u> Jacksonville Housing Authority 1300 Broad Street N. Jacksonville, FL 32202

1.0 JHA’S RESERVATION OF RIGHTS:

The Agency reserves the right to:

- 1.1 Right to Reject, Waive, or Terminate the IFB.** Reject any or all bids, to waive any informality in the IFB process, or to terminate the IFB process at any time, if deemed by the Agency to be in its best interests.
- 1.2 Right to Not Award.** Not award a contract pursuant to this IFB.
- 1.3 Right to Terminate.** Terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 10 days written notice to the Contractor(s).

- 1.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful bidder (hereinafter, "Contractor") shall provide the services called for in this IFB.
- 1.5 Right to Retain Bids.** Retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of the Agency Contracting Officer (CO).
- 1.6 Right to Negotiate.** Negotiate the fees proposed by the bidder entity
- 1.7 Right to Reject Any Bid.** Reject and not consider any bid or bidder that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bidders offering alternate or non-requested services
- 1.8 No Obligation to Compensate.** Have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.9 Right to Prohibit.** At any time during the IFB or contract process, prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing the ha.economicengine.com eProcurement Marketplace (hereinafter, the "eProcurement Marketplace" or the "Marketplace") and by downloading this document, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Agency that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the Agency, but not the prospective or actual bidder, of any responsibility pertaining to such issue.
- 1.10 Right to Reject – Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the competitive solicitation such as addenda). Accordingly, by submitting a response to this competitive solicitation the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a bid depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents. The Agency will reject without consideration any response submitted from a firm that has not obtained the documents from the eProcurement Marketplace.

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S):

The JHA is seeking bids from qualified, licensed, and insured entities to provide the following detailed services listed herein:

- 2.1 General Description of the Work:** The purposes of this project is to, as detailed herein and within Attachment A, attached hereto, replace the roofs on ten (10) buildings located at the agency's Centennial Townhomes East property located at 900/1000 Liberty St. Jacksonville, FL 32206 Building numbers 5, 6, 7, 8, 9, and 10 (as listed in Attachment A1). Drawings outlining the specific details and information is included in Attachment A2 and Attachment A3.
- 2.2 General Requirements:** Contractor shall provide quality assurance in strict accordance with current Codes as well as terms, conditions, special contract requirements, specifications, attachments and exhibits contained in this solicitation.

- 2.2.1 Verification of existing conditions. It shall be the Contractor's sole responsibility to verify existing conditions for each individual work item. The Contractor shall be satisfied that there are no discrepancies between actual conditions and the final Scope of Work as issued. Before ordering materials/products, the Contractor shall verify related conditions to ensure proper installation and immediately notify the JHA of any hidden condition discovered which might affect the progress of work.
- 2.2.2 Access for Emergency Vehicles. The Contractor shall ensure that any equipment and/or vehicles that he/she places on the work site shall not be placed in such a position to interfere with access by any emergency vehicles or traffic by the public at-large. The Agency reserves the right to approve or reject (and demand the movement) of the placement of any such equipment or vehicles at any time during the performance of the contracted work if, in the opinion of the Agency, the placement of such equipment or vehicles does interfere with such traffic.
- 2.2.3 Permits. The Contractor shall obtain any and all required permits pertaining to any assigned work at his/her expense
- 2.2.4 The work shall be performed during regular JHA working hours, which are Monday through Friday from 08:00 a.m. to 5:00 p.m. The Contractor may be authorized to work weekends or evenings if approved, in writing, by the JHA Project Manager.
- 2.2.5 Contractor shall provide at all times a clean work site, including designated storage areas, free from accumulation of waste materials. Construction materials shall be stored in a trailer and not in the building, unless previously authorized, in writing, by the JHA. In any case, construction materials shall not block circulation or create obstacles. The Contractor is responsible for their security, in case of theft or vandalism the Owner shall be held harmless. Contractor must ensure that all nails and construction materials are picked up daily. The use of a magnetic sweeper is required daily at each of the sites.
- 2.2.6 The use of the JHA trash dumpsters shall not be permitted. Contractor shall provide trash dumpster(s) to accommodate proper disposal of demolished materials and related debris. The Contractor must ensure proper disposal in accordance with waste management practices.
- 2.2.7 The Jacksonville Housing Authority is not responsible for providing toilet facilities, water, or temporary power to the job site for the contractor. These items may be provided at JHA discretion upon written authorization.
- 2.2.8 When new products are to be installed to replace existing old products, remove and dispose of old products. Perform cutting and patching or other manufacturer pre-installation requirements as specified in the Scope of Work and applicable plans.
- 2.2.9 The contractor shall be responsible for and will hold the JHA harmless from any damage, caused by the Contractor to any live utilities passing through or serving the project area.
- 2.2.10 In case of a conflict in the interpretation of the Scope of Work, the most stringent interpretation will prevail.
- 2.2.11 Nothing in the Scope of Work shall be interpreted to conflict with local, state, or federal requirements which may apply to this class of work. Should any conflict exist, the contractor shall advise the JHA and be guided by the law and/or regulations.

- 2.2.12 The contractor shall repair and replace any items stolen or damaged by the work in progress and match existing materials at no additional cost to the owner.
- 2.2.13 The contractor shall provide locates for any underground trenching for this project in accordance with Sunshine State Law.
- 2.2.14 Contractor shall prepare and submit to the JHA Project Manager, three copies of a practicable schedule showing the order in which the Contractor proposes to perform the work during the pre-construction meeting.
- 2.2.15 The Contractor shall have up to 30 calendar days to complete the project after the notice to proceed. The Contractor must maintain their construction schedule at all times, if the Contractor fails to maintain this construction schedule, he/she will be charged with liquidated damages of \$150 per day.
- 2.2.16 Prior to the start of construction, the Contractor will supply the JHA Project Manager with complete submittal packages.
- 2.2.17 Contractor shall maintain documentation of construction activities to ascertain compliance with the General Requirements of the Contract.
- 2.2.18 Contractor must give the JHA and tenants a minimum of 72 hours advance notice prior to commencing any work.
- 2.2.19 All current applicable OSHA rules and regulations must be followed at all times. Security of work site area will be the responsibility of the Contractor.
- 2.2.20 Extreme care is to be taken at all times regarding the safety of the residents residing in the immediate and surrounding work areas. Contractor shall complete work with as little interruption and inconvenience to the residents as possible.
- 2.2.21 If contractor intends to use materials that are considered equivalent or similar to the materials stated in the SOW they must be preapproved, in writing, by the JHA Project Manager.
- 2.2.22 Contractor shall ensure that all their employees and the subcontractors scheduled to perform work at JHA-owned or leased properties shall:
 - 2.2.22.1 Wear distinctive uniform clothing that has the contractor's name easily identifiable, affixed in a permanent or semi-permanent manner.
 - 2.2.22.2 Understand current practices in this field and have experience providing electrical services in a residential environment.
 - 2.2.22.3 Conduct themselves in a professional and workmanlike manner, with minimal noise and disruption.
 - 2.2.22.4 Cooperate with the building occupants to assure the progress of this work.
 - 2.2.22.5 Use additional personal protective equipment required for safe performance of work as determined and provided by the contractor that, at a minimum, conform to Occupational Safety and Health Administration (OSHA) standards for products being used.
 - 2.2.22.6 Use only contractor vehicles identified in accordance with state and local regulations.
 - 2.2.22.7 Observes all safety precautions throughout the performance of this contract. Certain areas within some buildings may require special instructions for persons entering these areas.

- 2.2.22.8** Will comply with all government regulations as are applicable during the time spent on government property.
- 2.2.22.9** Report to the property management office prior to starting work and upon completion of work each day.

2.3 Request for Payment:

- 2.3.1** The JHA is responsible for making progress payments. Typically, progress payments for acceptable work and materials delivered and stored on the site will be made at 30-day intervals.
- 2.3.2** Payment will be based on the percentage of work completed during a one-month period.
- 2.3.3** A 10% retainage will be held on each payment request. A separate payment request for the return of the retainage will be required at the completion of the work.
- 2.3.4** Request for Payment Forms: The awarded Contractor shall submit a request for payment for the project on the following forms, each as may be appropriate:
 - 2.3.4.1** Application for Payment
 - 2.3.4.2** Schedule of Values
 - 2.3.4.3** Contractor and Subcontractors weekly certified original payroll forms (Attachment I1 - WH-347)
 - 2.3.4.4** Contractor's daily report
 - 2.3.4.5** Partial Waiver of Claim for partial payment
 - 2.3.4.6** Release of Waiver Claim for final payment
 - 2.3.4.7** Lien releases for final payment
- 2.3.5** Review and Approval: The JHA will review each such Contractor request for payment and will approve the payment only if the following listed conditions are met. If the Contractor requests payment for items which have not been completed in a satisfactory manner ("satisfactory," as determined at the sole discretion of the JHA), the JHA shall hold payment for the unsatisfactory items, and pay the balance of the request (e.g. the undisputed portion). The JHA shall ensure:
 - 2.3.5.1** The request for payment is consistent with the JHA-approved schedule of amounts for contract payments;
 - 2.3.5.2** As further detailed within the preceding Section 2.4.3 herein, the total of the request for payment does not include the amount to be retained by the JHA under the contract (retention or retainage);
 - 2.3.5.3** The work covered by the request for payment has been performed in accordance with the construction documents; and such work has been completed and verified by the Architect;
 - 2.3.5.4** The Contractor has submitted all required reports such as payroll reports.

2.4 Close-Out Requirements and Documents: At Final Close-out, the Contractor must furnish required documentation as indicated below for approval no later than 30 days after the project completion. Any final closeout package with missing documents and incomplete submittal will not be processed. Prior to the final closeout, Contractors shall ensure all documents are complete and ready for review to avoid unwarranted delays. Consult with the JHA Project Manager if you anticipate any delays with your package. The Contractor shall ensure that the following documents have been completed or submitted in accordance with the contract:

- 2.4.1** Final Weekly Certified Payroll Reports for the Contractor and all Subcontractors.
- 2.4.2** All Contract Modifications, if any, shall have already been executed by the Contractor and approved by the JHA.
- 2.4.3** Certificate of Substantial Completion letter must have been issued by the Contractor. For Contract Closeout, the contractor shall provide the following after receipt of substantial completion notification:
 - 2.4.3.1** Proof of final inspection and permit close-out from the City of Jacksonville
 - 2.4.3.2** Final completion pay request accounting for 100% of work in place and final retention release pay request marked FINAL accounting for release of the 10% held contract retention.
 - 2.4.3.3** Original copy of product warranties and Operation and Maintenance Manuals (O&M) for all products used on the project.
- 2.4.4** All work provided by any contractor pursuant to any contract that ensues from this IFB shall be warranted or guaranteed by that contractor for a period of time of not less than 365 days.

3.0 BID FORMAT:

3.1 Two Step Bidding Process:

All bidders will initially submit the documentation/ information detailed within the following listed Step #1 of Table No. 3. Then, the Agency anticipates that it will notify the apparent low bidder to submit, within 5 days after being notified to do so, the information detailed within the following detailed Step #2 within the same Table.

3.1.1 Tabbed Proposal Submittal:

As may be further described herein, the agency intends to retain a Contractor pursuant to a "Low Bid" basis, also taking into consideration responsiveness and responsibility. Therefore, so that the JHA can properly evaluate the offers received, all bids submitted in response to this IFB must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the bid) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the JHA has published herein or has issued by addendum.

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[BID Submittal - Table 3]

IFB Section	Tab No.	Description
3.1.1.1		Step #1: Initial documentation/information to be submitted unfolded within a sealed envelope by all bidders prior to the posted bid submittal deadline.
3.1.1.2	1	Form of Bid: This Form is attached hereto as Attachment B to this IFB document. This Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.1.3		Instructions: Page includes Section 3 Statement and Bidder's Statement.
3.1.1.4	2	Form HUD-5369 (10/2002) Instructions to Bidders for Contracts, Public and Indian Housing Programs: This Form is attached hereto as Attachment C to this IFB document. Form HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs: This Form is attached hereto as Attachment D to this IFB document. Non-Collusive Affidavit attached hereto as Attachment D1 to this IFB document. Form HUD-5370-EZ General Contract Conditions for Small Construction/Development Contracts: This form is attached hereto as Attachment E to the IFB document. These forms must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.
3.1.1.5	3	Section 3 Business Preference Documentation (Optional Item): For any bidder claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment F and any documentation required by that form.
3.1.1.6	4	Licensing: Submit under this tab the license(s) detailed within the following section 5.5.4 and 5.5.5 herein.
3.1.1.7		Profile of Firm Form: The Profile of Firm Form is attached hereto as Attachment G to this IFB document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.
3.1.1.8		Managerial Capacity/Financial Viability: The bidder entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment G, Profile of Firm Form. Such information shall include the bidder's qualifications to provide the services; a brief description of the background and current organization of the firm.
3.1.1.9	5	Proposed Services: As more fully detailed within Section 2.0, <i>Scope of Work/Technical Specifications</i> , of this document, the bidder shall, at a minimum, clearly detail within the information submitted under this tab documentation showing: <ol style="list-style-type: none"> 1. The bidder's Demonstrated Understanding of JHA's Requirements.

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		A full listing of all subcontractors that will perform work at the site, including, but not limited to the following for each subcontractor: firm name, owner's name, full address; telephone number; email address
3.1.1.10		Scope of Work: Include a fully executed copy of the Scope of Work document included as Attachment A
3.1.1.11	6	Client Information: The bidder shall submit a minimum of 3 former or current clients, including the Public Housing Authorities, for whom the bidder has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include: <ol style="list-style-type: none"> 1. The client's name; 2. The client's contact name; 3. The client's telephone number; 4. A brief description and scope of the service(s) and the dates the services were provided;
3.1.1.12	7	Equal Employment Opportunity: The bidder must submit under this tab a copy of its Equal Opportunity Employment Policy.
	Step #2: Documentation/information to be submitted within 5 days, only by the apparent low bidder when directed to do so by the JHA.	
3.1.1.13		Insurance Certificates: The apparent successful bidder will also direct its insurance broker or carrier to deliver directly to the JHA (by email to purchasing01@jaxha.org is preferred) the insurance certificates detailed within the following Sections 5.4.1 through 5.4.3 herein. NOTE: The apparent successful bidder will NOT deliver these certificates- the insurance broker or carrier will do so.

3.1.2 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "**NO INFORMATION IS BEING PLACED UNDER THIS TAB**" or "**THIS TAB LEFT INTENTIONALLY BLANK.**" DO NOT eliminate any of the tabs.

3.1.3 Proposal Submittal Binding Method: It is preferable and recommended that the bidder bind the proposal submittals in such a manner that the JHA can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) for any reason, and then conveniently return the proposal submittal to its original condition.

3.2 Entry of Proposed Fees:

The proposed fees shall be entered by the bidder and received by the JHA using the form provided in Attachment B. Such fees shall be all-inclusive of all related costs that the Contractor will incur to provide the noted services, including, but not limited to: employee wages and benefits; travel to the site; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; etc. You must enter a proposed fee for the majority of Pricing Items (a "No Bid" is not allowed for any item), though a "No Charge" is allowed for several of the Pricing Items.

3.3 Additional Information Pertaining to the Pricing Items:

- 3.3.1 Davis Bacon Federal Wage Rates:** As detailed within 24 CFR 85.36(h)(5), the Contractor is required to pay Davis-Bacon wage rates (for all “construction contracts in excess of \$2,000). The applicable Wage Rates pertaining to the work detailed herein is attached hereto and detailed within Attachment I. This work will be subject to all of the requirements pertaining to Davis-Bacon work, including the applicable Federal forms and procedures (e.g. on-site interviews; certified payrolls; etc.).
- 3.3.2 Price Escalation:** Pertaining to the ensuing contract, there shall be no escalation of the proposed costs allowed at any time during the awarded contract except for any legitimate change orders that may be approved by the Agency.
- 3.3.3 Prior Agency Approval Required.** Please note that the successful bidder shall NOT conduct any additional work without the prior written authorization of the Agency representative. Failure to abide by this directive shall release the Agency of any obligation to pay the successful bidder for any work conducted without the noted prior written authorization.
- 3.3.4 No Deposit/No Retainer.** The Agency will NOT pay any deposit or retainer fees at any time as a result of award of the ensuing contract (though the Agency may consider, under certain circumstances, a reasonable and justified payment for mobilization).

3.4 Bonds. (NOT APPLICABLE) As this solicitation pertains to public works or construction, the bonds that are required include (each required for construction bids and/or contracts in excess of \$100,000):

- 3.4.1 Bid Bond.** The bid bond or guarantee shall be included in the bid package submitted by each bidder for any proposed fee that is greater than \$100,000 (please see the preceding Section 3.1.1.1.2 herein). This bond ensures that if awarded the contract, the bidder will accept and perform the work under the contract. It also ensures that the bidder will not attempt to withdraw or otherwise not fulfill the contract. Finally, the bid bond ensures that the bidder will execute the contractual documents that are required within the time specified in the solicitation or forfeit all or part of the guarantee. A certified check, bank draft, U.S. Government Bonds at par value, bid bond secured by an acceptable surety company, or other negotiable instrument may be accepted as a bid guarantee. If the successful bidder refuses to sign the contract after award, the bid bond is forfeited, and award will go to the next lowest responsive and responsible bidder. If a bid bond or guarantee is not submitted with the bid, the Agency will reject the bid as non-responsive. The Agency anticipates that it will not return any bid bonds until the contract has been awarded and the required performance and payments bonds have been furnished; until all bids have been rejected; or the time specified for acceptance of bids has expired. In fairness to the other bidders, the Agency may also choose to return the bid bonds if the Agency has a firm and reasonable assurance that the responsive and responsible bidder who submitted the lowest cost will execute the contract.

- 3.4.2 Performance Bond.** The performance bond is meant to ensure that the contract is successfully completed. The performance bond guarantees that if the Contractor is unable to complete the contract, the surety company will step in to finish the work. In the case of a letter of credit or cash escrow, the Agency may use these funds to complete the contract work.
- 3.4.3 Payment Bond.** The payment bond is a method of ensuring that the Contractor pays the subcontractors and suppliers. By requiring payment bonds, the Agency avoids becoming entangled in disputes concerning payment of subcontractors and suppliers by the general contractor. The surety underwriting the payment bond ensures the contractors and suppliers will be paid. Often, performance and payment bonds are combined into a single document. Failure to pay subcontractors for work performed in commercial contracts may often lead to the subcontractor filing a mechanic's lien against property owners to obtain payment for services rendered. The Agency contract requires the payment bond to prevent this problem and ensure that no liens will be filed against any Agency building or lot of ground. As a reminder, Clause 24 of form HUD-5370, *General Conditions of the Contract for Construction* (Attachment E1 attached hereto) clearly forbid the placement of liens and is binding on any contractor, subcontractor, and material supplier.
- 3.4.4 Bonding Companies.** An acceptable surety (bonding) company is one that is authorized to do business in the State of Kentucky and is acceptable to HUD and the Agency. The surety must be listed on the most recently published U.S. Treasury Circular 570 (often referred to as the T-List). Individual sureties are not permitted. Circular 570 is available from the U.S. Department of the Treasury, Financial Management Service, Surety Bond Branch, Room #262C, 401 14th Street, S.W., Washington, D.C. 20227. The T-List may also be accessed on the Internet at: <http://www.fms.treas.gov/c570/index.html>.
- 3.4.5 Bonding Requirements.** In order to encourage participation by a broad range of competitors, including small and minority firms, HUD has provided for alternate bid and contract guaranties. These apply to all construction projects greater than \$100,000 (though, at the Agencies discretion, may apply to smaller projects), whether development or modernization, funded pursuant to the U.S. Housing Act of 1937, as amended. As a result, the contractors for all construction projects shall be required to submit the following bid and contract guarantees. Please note that only the bid bond is required at time of bid; however, one of the purposes of the bid bond is to provide the Agency with assurance that the successful bidder will indeed obtain the necessary performance and payment bonds. Required bonds include a bid guarantee from each bidder, equivalent to 5% of the bid price and, from the successful bidder, one of the following:
- 3.4.5.1** A performance and payment bond for 100% of the contract price; or
 - 3.4.5.2** Separate payment and performance bonds each for 50% or more of the contract price; or

- 3.4.5.3 A 20% cash escrow; or
- 3.4.5.4 A 25% irrevocable letter of credit.

3.4.6 Inadequate Surety. If the low bidder fails to provide an acceptable assurance of completion (payment and performance bonds) after award of the contract, the Agency may consider the bid guarantee forfeited and notify the surety company. The contract is then terminated for default. The amount to be recovered from the bid bond or guarantee will typically equal at least the difference between the defaulted bid and the next higher acceptable bid or the amount by which the bid accepted by re-soliciting exceeds the defaulted contract.

3.5 Bid Submission Responsibilities:

All proposals must be submitted and time-stamped received in the designated JHA office no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 (one) original signature copy (marked "ORIGINAL") and 1 (one) exact copy marked as "COPY" of the bid submission must be submitted. Each of the 2 separate bid submittals shall have a cover and extending tabs shall be placed unfolded in a sealed package and addressed to:

**Jacksonville Housing Authority
Attention: Colene Orsini, Procurement Supervisor
1300 Broad Street N.
Jacksonville, Florida 32202**

The package exterior must clearly denote the above noted IFB number and must have the bidder's name and return address. Bids received after the published deadline will not be accepted.

3.5.1 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the JHA by the bidder, such may invalidate that bid. If, after accepting such a bid, the JHA decides that any such entry has not changed the intent of the bid that the JHA intended to receive, the JHA may accept the bid and the bid shall be considered by the JHA as if those additional marks, notations or requirements were not entered on such. By downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that the JHA delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.

3.5.2 Submission Responsibilities: It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by the JHA, including the IFB document, the documents listed within the following Section 3.7, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed

documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by the CO to exclude any of the JHA requirements contained within the documents may cause that bidder to not be considered for award.

3.6 Proposer's Responsibilities - Contact with the JHA:

It is the responsibility of the bidder to address all communication and correspondence pertaining to this IFB process to the CO only. Bidders must not make inquiry or communicate with any other JHA staff member or official (including members of the Board of Commissioners) pertaining to this IFB. Failure to abide by this requirement may be cause for the JHA to not consider a bid submittal received from any bidder who may has not abided by this directive.

3.6.1 Addendums: All questions and requests for information must be addressed in writing (via email) to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective bidders (i.e. firms or individuals that have obtained the IFB Documents). During the IFB solicitation process, the CO will NOT conduct any ex parte (a substantive conversation—"substantive" meaning, when decisions pertaining to the IFB are made—between the JHA and a prospective bidder when other prospective bidders are not present) conversations that may give one prospective bidder an advantage over other prospective bidders. This does not mean that prospective bidders may not call the CO—it simply means that, other than making replies to direct the prospective bidder where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective bidder's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective bidders in writing by addendum.

3.7 Proposer's Responsibilities — Equal Employment Opportunity and Supplier Diversity. Both the Contractor and the Agency have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

3.7.1 Within 2 CFR §200.321 it states:

3.7.1.1 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

3.7.1.2 The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

3.7.1.3 Affirmative steps must include:

3.7.1.3.1 Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

- 3.7.1.3.2** Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- 3.7.1.3.3** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
- 3.7.1.3.4** Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- 3.7.1.3.5** Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- 3.7.1.3.6** Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

3.7.2 Within **HUD Procurement Handbook 7460.8 REV 2** it states:

- 3.7.2.1** Section 15.5.A, Required Efforts. Consistent with Presidential Orders 11625, 12138, and 12432, the <Agency> shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in <Agency> contracting.
- 3.7.2.2** Section 15.5.B, Goals. <The Agency> is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

3.7.3 Within our **Agency Procurement Policy** it states that our Agency will:

- 3.7.3.1 Assistance to Small and Other Business, Required Efforts:**
 - 3.7.3.1.1** Including such firms, when qualified, on solicitation mailing lists;

- 3.7.3.1.2** Encouraging their participation through direct solicitation of bids or bids whenever they are potential sources;
- 3.7.3.1.3** Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- 3.7.3.1.4** Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- 3.7.3.1.5** Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
- 3.7.3.1.6** Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (so-called Section 3 businesses); and
- 3.7.3.1.7** Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

3.8 Pre-Bid Conference:

The scheduled pre-bid conference identified on Table 2 of this document, pursuant to HUD regulation, is not mandatory but highly suggested. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders to have a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference the JHA will conduct a brief overview of the IFB documents, including the attachments. Prospective bidders may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response being delivered. Whereas the purpose of this conference is to review the IFB documents, attendees should bring a copy of the IFB documents to this conference; however, the JHA will not distribute at this conference any copies of the IFB documents.

3.9 Recap of Attachments:

It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB, which are hereby by reference included as a part of this IFB:

[Table 4]

Attachment Recap		
IFB Section	Attachment	Attachment Description
3.8.1	A	Scope of Work
3.8.1.1	A1	Building List
3.8.1.2	A2	Roof Replacement Diagram
3.8.1.3	A3	Roof to Wall Flashing Detail
3.8.2	B	Form of Bid & Instructions
3.8.3	C	*Form HUD-5369 (10/2002), Instructions to Bidders for Contracts, Public and Indian Housing Programs
3.8.4	D	*Form HUD-5369-A (11/92), Representations, Certifications, and Statements of Bidders, Public and Indian Housing Programs
3.8.4.1	D1	Non-Collusive Affidavit
3.8.5	E	*Form HUD-5370-EZ General Contract Conditions for Small Construction/Development Contracts
3.8.6	F	Section 3 Submittal Form
3.8.6.1	F1	Section 3 Explanation
3.8.6.2	F2	Section 3 Plan – Contract Sample
3.8.7	G	Profile of Firm Form
3.8.8	H	JHA Sample Contract Form (please note: the contract is being provided as a sample only. The JHA reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the JHA feels it is in its best interests)

3.8.9	I	Davis Bacon Wage Decision FL20200060 dated 04/01/2020
3.8.9.1	I1	HUD WH-347 Payroll Form
3.8.10	J	Supplemental Instruction (SIBC)

4.0 BID EVALUATION:

4.1 Public Opening:

At the set date and time, all bids received will be opened and publicly read aloud by the CO, including the company name of the bidder and the total calculated costs proposed. At the bid opening the JHA will only disclose the following information: (a) The company name of each bidder; (b) the calculated total amount bid; and (c) the identity of the apparent lowest bidder. A copy of the bid tabulation or recap recorded will be made available to anyone who requests such afterwards. The bids will not be made available for inspection by anyone at this time; the JHA will, at a later time, review all bids in detail and will, in a timely manner (within 5 days), notify all bidders of any bidder that is, as a result of the more detailed inspection of bids submitted, ruled to be non-responsive or not-responsible (please remember, as detailed within Section 8(d) of form HUD-5369 the JHA reserves the right to, as determined by the JHA, "waive informalities and minor irregularities" in the offers received). Bids will be available for inspection by the public after the award has been completed.

4.1.1 Ties: In the case of tie bids, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

4.2 Responsive Evaluation:

After the public opening of the bid submittals received, they will be evaluated in private for responsiveness (i.e. meets the minimum of the requirements). Firms not meeting the minimum requirements and therefore are deemed to be non-responsive will be notified of such in writing by the JHA in a timely manner.

4.3 Responsible Evaluation:

The JHA will evaluate the apparent lowest responsive bidder to ensure that he/she is responsible (i.e. a firm that is qualified, responsible and able to provide to the JHA the required services). If the JHA ascertains that such firm has the required ability, capability, experience, knowledge, licensing, insurance and resources to provide the required services, the JHA may proceed with award. If the JHA determines that such firm is deemed to be not responsible, such firm will be notified of such in writing by the JHA in a timely manner; in such case the JHA may proceed with the noted Responsive and Responsible Evaluations with the next lowest bidder.

4.3.1 Depending on the amount of the award (for awards greater than \$150,000), the JHA will take such contract award to the JHA Board of Commissioners for approval of the award prior to executing a contract with the apparent successful bidder.

4.4 Restrictions:

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation on the JHA evaluation committee. Similarly, all persons having ownership interest in and/or contract with a bidder entity will be excluded from participation on the JHA evaluation committee.

5.0 CONTRACT AWARD:

5.1 Lowest Responsive and Responsible Bidder:

Award of an IFB is made to the responsive and responsible bidder that submits the lowest cost; in this case, the lowest total base bid.

5.2 Contract Award Procedure:

If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

5.2.1 By completing, executing and submitting the Form of Bid, Attachment B, the bidder is thereby agreeing to "abide by all terms and conditions pertaining to this IFB as issued by the JHA, either in hard copy or on the noted Internet System, including an agreement to execute the attached Sample Contract form." The contract clauses already attached as Attachments E, and H, also apply. Accordingly, the JHA has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case the JHA has no power or authority to negotiate any clauses contained within any attached HUD documents.

5.3 Contract Conditions:

The following provisions are considered mandatory conditions of any contract award made by the JHA pursuant to this IFB:

5.3.1 Contract Form: The JHA will not execute a contract on the successful bidder's form- contracts will only be executed on the JHA form (please see the Sample Contract on Attachment H and the Supplemental Instructions in Attachment J), and by submitting a bid the successful bidder agrees to do so (please note that the JHA reserves the right to amend this form as the JHA deems necessary). However, the JHA will during the IFB process (prior to the submittal deadline) consider any contract clauses that the bidder wishes to include therein and submits in writing a request for the JHA to do so; but the failure of the JHA to include such clauses does not give the successful bidder the right to refuse to execute the JHA's contract form. It is the responsibility of each prospective bidder to notify the JHA, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The JHA will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by the JHA's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

- 5.3.1.1 Please note that the JHA has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this IFB.
- 5.3.2 **Unauthorized Sub-Contracting Prohibited:** The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the JHA, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by the CO.
- 5.3.3 **Assignment of Personnel:** The JHA shall retain the right to demand and receive a change in personnel assigned to the work if the JHA believes that such change is in the best interest of the JHA and the completion of the contracted work.
- 5.4 **Contract Period:** The executed contract will initially be in place as outlined in Section 2.2.15.
- 5.5 **Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful bidder* will be required to provide:
- 5.5.1 An original certificate evidencing the bidder's current industrial (worker's compensation) insurance carrier and coverage amount;
- 5.5.2 An original certificate evidencing General Liability coverage, naming the JHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the JHA as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a deductible of not greater than \$1,000;
- 5.5.3 An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000 for every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
- 5.5.4 A copy of the bidder's business license allowing that entity to provide such services within the State of Florida.
- 5.5.5 If applicable, a copy of the bidder's license issued by the State of Florida licensing authority allowing the bidder to provide the services detailed herein.
- 5.6 **Contract Service Standards:** All work performed pursuant to this IFB must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.
- 5.7 **Right to Negotiate Final Fees:** The Agency shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-

rated bidder may, at the Agency's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the Agency has chosen a top-rated bidder. If such negotiations are not, in the opinion of the CO, successfully concluded within 5 business days, the Agency shall retain the right to end such negotiations and begin negotiations with the next-rated bidder. The Agency shall also retain the right to negotiate with and make an award to more than one bidder, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

- 5.8 Prompt Return of Contract Documents:** Any and all documents required to complete the contract, including contract signature by the successful bidders, shall be provided to the Agency within 5 business days of notification by the Agency.

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[Table No. 6]

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