



INVITATION TO BID

TO GENERAL, RESIDENTIAL or BUILDING CONTRACTING FIRMS
APPROVED BY THE CITY OF JACKSONVILLE
FOR CONTRACTOR'S SERVICES FIXED FEE - GUARANTEED MAXIMUM PRICE

**Notice is hereby given that
LUTHERAN SOCIAL SERVICES OF NORTHEAST FLORIDA
will receive sealed bids for the following project(s):**

Project 1 Name:

ROOF REPLACEMENT PROJECT

Project 2 Name:

FLOORING REPLACEMENT PROJECT

Address:

Lutheran Social Services of Northeast Florida
4615 Philips Highway
Jacksonville, Florida 32207
Phone: (904) 730-8228

Bill Brim, President & CEO

Richard Mochowski, CFO

WALK-THRU SITE VISITS CAN BE SCHEDULED BY CONTACTING
TAYLOR LLOYD, EXECUTIVE ASSISTANT TO THE PRESIDENT & CEO
EMAIL: TAYLOR.LLOYD@LSSJAX.ORG; PHONE: 904.730.8228

Table of Contents

I. GENERAL	3
Designated Contacts.....	3
II. NOTIFICATION.....	3
III. SELECTION SCHEDULE.....	3
IV. INQUIRIES.....	3
V. SCOPE OF PROJECT	4
VI. BIDDING DOCUMENTS	4
VII. BID SUBMISSION.....	4
VIII. DEVIATIONS TO SPECIFICATIONS	4
IX. SELECTION PROCESS.....	5
X. AWARD OF CONTRACT	5
XI. CONTRACT TERMS AND REQUIREMENTS	5
XII. EXHIBIT A: Insurance Requirements.....	6
XIII. OTHER REQUIREMENTS.....	9
XIV. DEFINITIONS.....	9
Attachment 1: Conflict of Interest Disclosure	11
Attachment 2: Project 1 Bid Summary and Scope of Work	12
Attachment 3: Project 2 Bid Summary and Scope of Work	13

I. GENERAL

Awards will be granted to the lowest responsive responsible bidder(s) based on base bid amount on bid summary form. **ALL** awards are subject to the availability of funds. **If this ITB is for multiple Projects the term Project(s) is applicable.**

To be eligible to submit a bid, you must schedule a mandatory walk-through of the property. This rule is in place to prevent multiple change orders due to the contractors' failure to properly evaluate the extent of the damage/work at the property. Change orders will be limited in this Program.

Lutheran Social Services of Northeast Florida (LSS) reserves the right to accept or reject all proposals in whole or in part with or without cause, waive minor irregularities with any proposal, or make an award that is in the best interest of the project. Any award is subject to approval by the LSS. **If there is not a bid proposal that is within the projected budget for the project LSS reserves the right to reject all bids and re-issue this ITB.**

Submission of a proposal indicates expressed agreement with all terms and conditions included in this ITB.

Any person entity or representative of any person or entity submitting a proposal in response to this ITB is strictly prohibited from independently contacting LSS employees (other than the designated contacts) regarding the contents of this ITB or any proposed project outside of any scheduled presentation time.

Designated Contacts

Cathy Heffernan, cathy.heffernan@lssjax.org (not available March 14-18)

Taylor Lloyd, taylor.lloyd@lssjax.org (not available March 14-18)

Richard Mochowski, CFO, Richard.mochowski@lssjax.org

The selection of and contracting with a Contractor under this ITB will be in accordance with Part 2 of Chapter 126, of the Jacksonville Ordinance Code. Other provisions of federal, state, county and local laws, and administrative procedures, policies or rules may apply to this ITB and any claims or disputes arising hereunder. Lack of knowledge of the law or administrative procedures, policies, or rules by any Contractor shall not constitute a cognizable defense against their effect.

II. NOTIFICATION

Notification and advertisement for is accomplished with a public notice in LSS social media. the ITB is sent via email to select eligible contractors and applicable vendors currently listed on the City of Jacksonville's qualified contractor's list maintained by the HCDD office.

III. SELECTION SCHEDULE

- ITB Released: March 8, 2022
- Deadline for completing the mandatory walk-through: March 23, 2022
- Deadline for questions pertaining to this ITB: March 28, 2022
- Proposal Due: March 30, 2022 @ 12:00PM
- Bid Opening: March 30, 2022 @ 2:00PM
- Notice of Award: To Be Determined

Walkthroughs of the property will be available for inspection. Please email or call to schedule Taylor Lloyd, taylor.lloyd@lssjax.org or 904-730-8228:

IV. INQUIRIES

Any questions concerning this Invitation to Bid or the construction documents should be directed to:

Cathy Heffernan, LSS Special Projects Assistant, via email at cathy.heffernan@lssjax.org and received by the time/date stated in Section III.

V. SCOPE OF PROJECT

These Projects involve the replacement of flooring and/or roofing as outlined in the attached scope of work plans and/or specifications.

All bid proposals must include pricing for labor materials profit overhead supplies equipment permits fees (including water/sewer) architecture engineering and other components necessary for the successful and timely completion of the project.

VI. BIDDING DOCUMENTS

- A. Copies of this Bid document may be obtained from Cathy Heffernan: cathy.heffernan@lssjax.org .
- B. Each Bid Proposal shall remain firm and binding for at least 90 days to allow time for evaluation of Bids and contract negotiations.
- C. Contents of the Bid Proposal of the successful firm(s) will become part of the contractual obligations.

VII. BID SUBMISSION

Bidders must submit their proposals in a sealed opaque envelope and marked with (i) the project title(s), and (ii) Contractor's name, address, contact person, and telephone number. Mailed responses should be submitted in a separate mailing envelope addressed to:

Richard Mochowski, CFO
Lutheran Social Services of NE FL
4615 Philips Highway
Jacksonville, FL 32207

- A. An original and one copy of the response must be furnished on or before the deadline in a sealed envelope.
- B. Response must contain a manual signature of an authorized representative of the responding firm (scanned, manually signed documents accepted).
- C. Your response must arrive at the address in Item VII above no later than stated bid open date and time.
- D. Responses received after the scheduled receipt time will be marked "LATE" and will be returned unopened to the vendor.
- E. LSS is not liable for any costs incurred by the Bidders prior to the issuance of an executed contract.
- F. Proposals must be legible and or typed. All corrections made by the proposer prior to the opening must be initialed and dated by the proposer. No changes or corrections may be allowed after proposals are opened.

(Original item E regarding public announcement of bids received was eliminated.)

VIII. DEVIATIONS TO SPECIFICATIONS

- A. All deviations to the specifications must be noted in detail by the Bidder in writing at the time of the submittal of the formal bid.
- B. Substitute products will be considered when request is submitted as an attachment to the Bid Form. Substitute products should include technical descriptive data or catalog cuts attached to the original copy of the bid where applicable. Failure to submit the above information may be sufficient grounds for rejection of the bid.
- C. In submission of substitutions to Products specified Bidders shall include in their bid changes

required in the Work changes to Contract Time and Contract sum to accommodate such approved substitutions. Later claims by the Bidder for an addition to the Contract Time and Contract sum because of changes in Work necessitated by use of substitutions will not be considered.

- D. Provide complete information on required revisions to other Work to accommodate each substitution the value of additions to or reductions from the Bid sum including revisions to other Work.
- E. Provide Products as specified or described unless substitutions are submitted in this manner and subsequently accepted.

IX. SELECTION PROCESS

Award of any contract resulting from this solicitation will be made in accordance with Bid Specifications and HUD regulations. The committee will evaluate all responsive proposals received within the deadline specified in this Bid and will use the following procedure to award bids:

- A. The award will be to the lowest responsive responsible bidder from among qualified bidders based on base bid amount submitted on bid summary form.
- B. Notification of award will be issued by LSS to the accepted Bidder by a written Letter of Intent to Contract.
- C. If an executed contract with the selected firm is not completed within 15 calendar days of notification of award then LSS reserves the right to award the Bid to the next lowest responsive responsible Bidder.

X. AWARD OF CONTRACT

Award of any contract resulting from this solicitation will be made in accordance with ITB/Q and HUD regulations and if it is awarded shall be made to the lowest responsive-responsible Bidder meeting or exceeding specifications whose bid is in the best interest of LSS. However, until LSS issues a Notice to Proceed with a specific start date LSS shall not be liable for any expenses incurred by the CONTRACTOR prior to such start date.

A. REVISIONS OF PROPOSAL FORM

Request for revision of the Bid Proposal Form must be made to the contact stated in Section IV at least (10) days prior to date of bid opening. Revisions to the Bid Proposal by the Bidder will void the bid.

B. CONTRACT EXPIRATION DATE

The Contract expiration date shall be established as follows:

The notice to proceed date plus ten (10) calendar days for mobilization plus the construction time established in the Proposal plus time extensions pursuant to valid change orders (which shall establish the design completion date) plus 120 days to assure a contract exists beyond the schedule construction completion date.

C. BID CHANGES

changes in the amount of the Bids appearing on the outside of the Bids will be considered. Only the amounts shown on bidding documents inside the envelope will be considered. All changes corrections and erasures must be initialed by the person signing the bid.

D. CONSTRUCTION COMPLETION

The Contractor shall begin work by an agreed-upon date after issuance of the Notice to Proceed from LSS to begin work. All work shall be completed within 120 days of Notice to Proceed.

XI. CONTRACT TERMS AND REQUIREMENTS

The contents of the proposal prepared by a successful firm will become a part of the contract. The selected firm will be required to:

- A. Maintain accurate accounting records and other evidence pertaining to costs incurred in providing services and upon request to make such records available to LSS at all reasonable times during the contract period and for three (3) years after the date of the final payment to the firms under the contract.
- B. Assume sole responsibility for the complete effort as required by this ITB and be the sole point of contact with regard to contractual matters.
- C. Refrain from assigning, transferring, conveying, sub-letting, or otherwise disposing of the contracts or its rights, titles, or interest therein or its power to execute such agreement to any other person, firm, partnership, company, or corporation, without the prior consent and approval in writing from LSS. General contractors, subcontractors, material men, laborers, and other persons performing services relating to the Project hold all necessary licenses, permits, and authorizations required by all applicable governmental agencies and authorities as a condition to conduct business in the State of Florida and to work on the Project.

In conformity with the requirements of Section 126 Part 4 Jacksonville Ordinance Code Recipient represents and warrants to LSS that Recipient has adopted and will maintain a policy of nondiscrimination as defined by such ordinance throughout the term of this contract. Recipient agrees that on written request it will permit reasonable access to its records of employment, advertisement, application forms and other pertinent data and records for the purpose of investigation to ascertain compliance with the nondiscrimination provisions of this contract; provided that Recipient shall not be required to produce for inspection records covering periods of time more than one (1) year prior to the date of this contract.

Recipient agrees that if any of the obligations of this contract are to be performed by a subcontractor the provisions of subsections (a) and (b) of Section 126.404 Jacksonville Ordinance Code shall be incorporated into and become a part of the subcontract.

Agree that it will not engage or continue to employ contractors, subcontractors, or material man or any other third party who may be reasonably objectionable to LSS.

If requested by LSS Recipient shall deliver to LSS a fully executed copy of each of the agreements between Recipient and such third parties and between any such general contractor and any contractor, subcontractor, material man, or any other third party each of which shall be in form and substance reasonably satisfactory to LSS.

LSS's approval of a construction contract is specifically conditioned upon the following: (a) the total contract price thereof does not exceed the fair and reasonable cost of the work to be performed thereunder and (b) the contractor or subcontractor is of recognized standing in the trade, has a reputation for complying with contractual obligations and is otherwise reasonably acceptable to LSS.

LSS reserves the right to terminate any contract entered into as a result of this ITB at any time provided that written notice has been given to the firm at least (30) days prior to such proposed termination date.

XII. EXHIBIT A: Insurance Requirements

Without limiting its liability under this Contract and prior to commencement of work, the Contractor shall procure and maintain for the life of this Contract, at its sole expense, insurance including all terms, conditions, types and limits in the amounts not less than stated below:

SCHEDULE	LIMITS
Worker's Compensation	Florida Statutory Coverage

Employer’s Liability (including appropriate Federal Acts) \$1,000,000 Each Accident

\$1,000,000 Disease Policy Limit

\$1,000,000 Each Employee/Disease

The Contractor’s insurance shall cover the Contractor, its employees and its subcontractors of any tier to the extent its subcontractors of any tier are not otherwise insured. For those sources of liability which would be covered by the latest edition of the standard Workers’ Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers’ Compensation Act, where appropriate, coverage is to be included for the Federal Employers’ Liability Act and any other applicable federal or state law.

Commercial General Liability (Form CG0001)

\$2,000,000 General Aggregate

\$2,000,000 Products/Comp. Ops Aggregate

\$1,000,000 Personal/Advertising Injury

\$1,000,000 Each Occurrence

The Contractor’s insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those approved by the City of Jacksonville’s Office of Insurance and Risk Management. The Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of three (3) years after the final completion of the Work. The General Liability coverage shall be on an occurrence basis all coverages.

Automobile Liability

\$1,000,000 Combined Single Limit

The Contractor’s insurance shall cover all automobiles, owned, hired or non-owned used in the performance of the Work and be provided on a form no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those approved by the City’s Office of Insurance and Risk Management. The Automobile Liability coverage shall be on an occurrence basis all coverages.

Builder’s Risk

Equal to 100% of Completed Project Value

The Contractor’s Builder’s Risk policy shall include the SPECIAL FORM/ALL RISK COVERAGES. Special Terms:

- A. The Builder’s Risk policy shall have the following Named Insured: The Contractor and LSS their members, officials, officers, employees and agents.
- B. The Builder’s Risk policy shall name LSS as a loss payee.
- C. Between the Builder’s Risk Policy and the homeowner’s property insurance the Contractor shall cover any gaps prior to closing, if any, with Property Insurance (All Risk of Physical Damage) meeting all the conditions of the section.
- D. The Builder’s Risk policy shall not be subject to a coinsurance clause.
- E. The Builder’s Risk policy, other than for windstorm and hail, shall not have a deductible greater than the matrix shown below:

Peril Type	Project Cost	Maximum Deductible
Windstorm / Hail	N/A	5% of Completed Value

All other Perils	\$0-\$10,000	\$ 5,000
All other Perils	\$10,000-\$49,999	\$10,000
All other Perils	\$50,000-Above	\$20,000

Professional Liability **\$1,000,000 per Claim**
\$2,000,000 Aggregate

The Contractor will ensure that any entity performing professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form. A Claims Made Form is acceptable, provided there is a three-year reporting period, beyond the expiration date of the policy that is retroactive to at least the first date of this Contract.

Contractor’s Pollution Liability **\$1,000,000 per Loss**
\$2,000,000 Annual Aggregate

The Contractor will ensure that any entity performing services as part of this contract for environmental or pollution related concerns shall maintain Contractor’s Pollution Liability coverage. Such Coverage will include bodily injury, sickness, and disease, mental anguish or shock sustained by any person, including death; property damage including physical injury to destruction of tangible property including resulting loss of use thereof, cleanup costs, and the loss of use of tangible property that has not been physically injured or destroyed; defense including costs charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages; coverage for losses caused by pollution conditions that arises from the operations of the contractor including transportation.

Pollution Legal Liability **\$1,000,000 per Loss**
\$2,000,000 Aggregate

The Contractor will ensure that any entity performing services as a part of this contract that require disposal of any hazardous material off the job site shall maintain Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this contract.

Additional Provisions

- A. Additional Insured: All insurance, except for Worker’s Compensation and Professional Liability, shall name LSS as additional insured and evidenced by the insured’s Certificate of Insurance as follows: “LSS and its members, officials, officers, employees and agents are additional insureds.” The Commercial General Liability an additional insured form shall be no more restrictive than the most recent versions of both ISO Form CG 2010 and ISO Form CG 2037. The Automobile Liability additional insured form shall be no more restrictive than the most recent versions of both ISO Form CA2048.
- B. Waiver of Subrogation: All insurance shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of LSS, its members, officials, officers, employees and agents.
- C. Certificate of Insurance: Prior to commencing any Services, and no later than contract execution, Certificates of Insurance demonstrating the maintenance of the Contractor’s General Liability, Workers’ Compensation/Employer’s Liability and Automobile Liability must be approved by LSS. Prior to the commencement of professional services for this contract and/or actual construction work, the Contractor must submit, and Risk Management must approve, any other insurance maintained by the Contractor for this Contract.
- D. Deductibles: The Contractor shall be responsible for paying for any self-insurance, deductibles or self- insured retentions for policies of the insured’s procured and maintained for compliance with this Contract. LSS reserves the right to require coverage on a first dollar basis without the application of any self- insurance, deductibles or self-insured retentions.

- E. Primary & Non-Contributory: All insurance required to perform services for this Contract shall apply on a primary basis to, and not require contribution by, any other insurance or self-insurance maintained by LSS.
- F. Additional Remedies: Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or any of its subcontractors.
- G. Survival: The liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.
- H. Policy Disclosures: If requested by LSS within 30 days of receipt, the Contractor shall deliver a certified, complete copy of the policies of insurance providing the coverages required herein.
- I. Notice: The Contractor shall provide an endorsement issued by its insurer to provide LSS thirty (30) days prior written notice of any change of coverage, limits or cancellation, including expiration or non-renewal, for the insurance required by this contract. If such endorsement is not available, the Contractor shall provide LSS the thirty (30) days prior written notice.
- J. Carrier Qualifications: All policies shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes, with an A.M. Best Rating of A-VII or better.
- K. No Waiver by LSS Approval/Disapproval. Neither approval by LSS nor failure to disapprove the insurance furnished by provider shall relieve provider of provider's full responsibility to provide insurance as required under this Contract.
- l) Additional Insurance Coverages: Depending upon the nature of the Services and accompanying exposures and liabilities, LSS may reasonably require additional insurance coverage in the amounts responsive to those liabilities, which may or may not require that LSS also be named as an additional insured.

XIII. OTHER REQUIREMENTS

All Bids must be made on the forms provided, properly executed, placed in an envelope and mailed or delivered in accordance with this Notice.

ONE ORIGINAL BID AND ONE COPY OF REQUIRED DOCUMENTS SHALL BE SUBMITTED.

XIV. DEFINITIONS

Business Concern – a business entity formed in accordance with State law and which is licensed under State county or municipal law to engage in the type of business activity for which it was formed.

Contractors - any entity which contracts to perform work.

New Hires – full-time employees for permanent temporary or seasonal employment opportunities.

Subcontractor – any entity (other than a person who is an employee of the design firm) which has a contract with a design firm to undertake a portion of the firm's obligation for the performance of the work.

ATTACHMENTS

CONFLICT OF INTEREST CERTIFICATE

I hereby certify that no official or employee of LSS or independent agency requiring the goods or services described in these specifications has a material financial interest in this company.

Signature of Company Representative

Date

Name of Representative (type or print)

Company Name

Business Address

Project I: Roof Replacement Project

SCOPE OF WORK & BID SUMMARY FORM

For Location:
Lutheran Social Services of Northeast Florida
4615 Philips Highway
Jacksonville, Florida 32207

Scope of Work*

- Demolish and discard existing 19 year-old-roof black bitumen roof
- Install a 3.5" insulative board, mechanically fastened on top of the roof deck (3.5 Insulative board to be pitched/ sloped to accommodate roof drainage)
- Install white 60 mil TPO (Thermoplastic Polyolefin), fully adhered roofing material (mechanically fastened Perimeter)
- All drainage saddles to be reshaped
- Replace existing building expansion joint material in the roof
- Replace all gooseneck vent stacks (flashed/ counter-flashed as required)
- Rooftop curbs/ HVAC Equipment curbs to be flashed/ counter-flashed as required
- 20-year NDL Warranty (No Dollar Limit)

*Contractor added items will be evaluated separately from the original scope of work. Therefore, the contractor will not be penalized for documenting and submitting additional required contract items for consideration. Pending the availability of funding and the necessity of the proposed contract item they may be added to the final scope of work.

Bid Summary

Contractor Name: _____

Address: _____

Phone: (Office) _____ (Cell) _____

Email: _____

Base Bid Amount: _____

Contractor's Addendum: _____

Total Bid Amount: _____

Signature of Company Representative

Date

Accepted by (LSS Representative)

Date

Attachment 3

Project 2: Flooring Replacement Project SCOPE OF WORK & BID SUMMARY FORM

For Location:

Lutheran Social Services of Northeast Florida
4615 Philips Highway
Jacksonville, Florida 32207

Scope of Work*

- Replace the existing flooring, comprising carpet and tile throughout the building. To include taking up and discarding flooring and prepping the surfaces as required
- Replace the existing 4" vinyl base coils as well as transitions between flooring types
- Identify and install suitable product to replace flooring in high-traffic, heavy-load areas
- Move major furniture

*Contractor added items will be evaluated separately from the original scope of work. Therefore, the contractor will not be penalized for documenting and submitting additional required contract items for consideration. Pending the availability of funding and the necessity of the proposed contract item they may be added to the final scope of work.

Bid Summary

Contractor Name: _____

Address: _____

Phone: (Office) _____ (Cell) _____

Email: _____

Base Bid Amount: _____

Contractor's Addendum: _____

Total Bid Amount: _____

Signature of Company Representative

Date

Accepted by (LSS Representative)

Date