

TOWN OF HOWEY-IN-THE-HILLS

REQUEST FOR BIDS

AMENDED-RFB: #2020-3

TOWN OF HOWEY-IN-THE-HILLS TOWN WATER RATE STUDY

BID PACKAGES ARE DUE BY 2:00 PM EST APRIL 10, 2020

MAIL OR DELIVER BID PACKAGES TO:

ATTN: Dairian Burke, Town Clerk
P.O. Box 128
101 N. Palm Avenue
Howey-in-the-Hills, FL 34737

CONTACT:

Dairian Burke, Town Clerk
P.O. Box 128
101 N. Palm Avenue
Howey-in-the-Hills, FL 34737
Phone: (352) 324-2290, Fax (352) 324-2126
Email: dburke@howey.org

RFB #2020-3 TOWN OF HOWEY-IN-THE-HILLS TOWN HALL WATER RATE STUDY

1. THE PROJECT

The Town of Howey-in-the-Hills (the “Town”) located at 101 North Palm Avenue (the “Project”) is issuing a Request for Bids (RFB) from qualified Contractors for a study of the water rates and associated utility expenses to assist the Town in determining the water rate and rate schedule projection through 2025. The Town of Howey-in-the-Hills has 3 active wells and the infrastructure to provide water services to the residents of Howey-in-the-Hills. All RFB responses should consider the expenses of maintaining the water utility infrastructure, the debt/loan for building the existing plant and the near future requirement to cap well 3 and drill a new well, install the new tanks, etc. on Town property (new purchase) rather than FDOT land. Current Service Providers: URE, Brentag, David Symonds, Geo Sciences. Example Expenses: supplies (chlorine, aquamag, inventoried and non-inventory replacement parts), plant repairs, after-hours call outs, electricity costs, and generator fuel/maintenance.

The Town intends for the Project to be completed within a period of one month from the Notice to Proceed.

2. BID PACKAGES

- A. Sealed bids for this Project are due on or before April 10, 2020 at 2:00 p.m., EST to Dairian Burke, Town Clerk, P.O. Box 128, 101 N. Palm Avenue, Howey-in-the-Hills, FL 34737.
- B. The responsibility for submitting bids before the stated time and date is solely the responsibility of the proposer. The Town is not responsible for delays caused by mail, courier service, including U.S. Mail, or any other occurrence.
- C. All bids are subject to the conditions specified herein.
- D. All Bids must be submitted in sealed envelopes bearing on the outside the name of the bidder, its address, the name of the project and the project number for which the bid is submitted and the proposer’s name. Sealed bids shall be addressed and delivered to:

**Dairian Burke, Town Clerk
P.O. Box 128
101 N. Palm Avenue
Howey-in-the-Hills, FL 34737**

- E. Faxed or emailed bids will not be accepted.
- F. Bids shall be opened and publicly read in Town Hall on the date and at the time specified in the schedule below. The Town reserves the right to postpone or cancel the bid opening at any time prior to the scheduled opening of bids.
- G. Bids received after the due date and time, for any reason whatsoever, will not be considered. Any disputes regarding timely receipt of proposals shall be decided in the favor of the Town.

RFB #2020-3 TOWN OF HOWEY-IN-THE-HILLS TOWN HALL WATER RATE STUDY

H. Sealed bid packages must include the following tabbed sections:

- Cover letter
- Company or personal background
- Experience and qualifications
- Bid for the Project and approach for performing the Project. The bid form shall include the number of calendar days to complete the Project, the total bid price with any alternates listed separately
- Minimum of 3 references
- Required forms
- Certificate of insurance

3. MANDATORY QUALIFICATIONS

Bidders must meet the following requirements:

- A. Bidders shall be a “business organization” (as defined in section 489.105(13) of the Florida Statutes) which has, for at least the preceding 5 year period, held a current, valid license as a certified “general contractor” (as defined in section 489.105 of the Florida Statutes) as required by chapter 489, Florida Statutes, and have the necessary qualifications, experience, and financial capability to successfully perform and complete the Project.
- B. Bidders shall have the necessary qualifications, experience, and financial capability to successfully perform and complete the Project.

4. PLANS AND SPECIFICATIONS; ADDITIONAL REQUIREMENTS

- A. It is the responsibility of each proposer, before submitting a bid in response to this solicitation, to visit and become familiar with the site and to obtain and carefully review and be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the Project and work to be performed under the contract including the necessary requirements for the Project to comply with the Americans with Disabilities Act (“ADA”), its supporting regulations, and all similar Federal, state or local laws, regulations and ordinances. No additional allowances will be made because of lack of knowledge of these conditions.

RFB #2020-3 TOWN OF HOWEY-IN-THE-HILLS TOWN HALL WATER RATE STUDY

5. EVALUATION OF BIDS

- A. **The contract will be awarded to the lowest qualified, responsive, and responsible bidder.**
RESPONSIVE BID: A responsive bid is a bid which conforms, in all material respects, to this solicitation. RESPONSIBLE BIDDER: A responsible bidder is a bidder who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform fully the requirements of this solicitation and meets the minimum qualifications enumerated herein.
- B. In selecting the lowest qualified, responsive, and responsible bidder, consideration will be given to the bid quoted for the Project and to the general competency of the bidder for the performance of the work covered by the bid including, but not limited to, the experience of the bidder in construction of public works for public agencies.
- C. The Town, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience with similar types of construction projects and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, safety record and protocols and other factors which could affect the bidder's performance.
- D. The Town may reject any bid package not in compliance with all prescribed solicitation procedures and requirements and other applicable law, and may reject any or all bid packages in whole or in part when the cancellation or rejection is in the best interest of the Town, and at no cost to the Town.

6. QUESTIONS

All questions pertaining to this RFB should be directed, in writing, to Dairian Burke, Town Clerk, by email -- dburke@howey.org. Any addenda to this RFB shall be made on the Town website. It is the sole responsibility of those submitting an RFB to check the website for addendums.

Questions are due by 2pm EST March 27, 2020. Answers to the questions will be posted on or before 2pm EST March 31, 2020.

Sealed bids for the Project must be Proposers must submit 1 original response unbound marked "Original", 2 bound copies marked "Copies", and one (1) electronic copy (CD; PDF Format) of the submittal in a sealed envelope clearly marked on the outside with the Proposers name and "RFB 2019-1 Town of Howey-in-the-Hills Library Education Center Construction Project" addressed and delivered to:

**Attn: Dairian Burke, Town Clerk
P.O. Box 128
101 N. Palm Avenue
Howey-in-the-Hills, FL 34737**

RFB #2020-3 TOWN OF HOWEY-IN-THE-HILLS TOWN HALL WATER RATE STUDY

7. TENTATIVE SCHEDULE

All times listed are EST. Dates and times are subject to change by the Town.

RFB Advertised in Newspaper & Posted on Town Website	March 30, 2020
Questions Due to the Town (in writing via e-mail)	April 6, 2020 by 2pm
Responses to Questions Posted	April 8, 2020 by 2pm
Bid Packages Due to the Town	April 10, 2020 by 2pm
Bid Packages Opened and Evaluated	April 10, 2020, 2:15pm at Town Hall
Notice to Award Contract Posted on Town Website	April 13, 2020 by 12pm
Town Council Approval of Contract	April 13, 2020 at 6pm

8. THE CONTRACT

The contract shall begin after awarded by the Town Council of the Town of Howey-in-the-Hills. The Project shall be completed within 1 month from the Notice to Proceed and the contract shall remain in effect through Project completion.

9. REQUIRED FORMS AND DISQUALIFICATIONS

- A. **NON-COLLUSION AFFIDAVIT:** Any person submitting a bid must execute and submit the enclosed NON-COLLUSION AFFIDAVIT. If it is discovered that collusion exists among the Proposers the response of all participants in such collusion shall be rejected, and no participants will be considered in future responses for the same work.
- B. **PUBLIC ENTITY CRIME:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response/bid on a contract to provide any goods or services to a public entity submit response/bids on leases or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.
- C. **DRUG-FREE WORKPLACE FORM:** Any person submitting a response or qualification documents in response to this invitation must execute the enclosed DRUG-FREE WORKPLACE FORM and submit it with the response. Failure to complete this form in every detail and submit it with your response will result in immediate disqualification of your response.
- D. **CONFLICT OF INTEREST:** Any Respondent who is deemed to have a conflict of interest prohibited by Chapter 112, Florida Statutes, shall be disqualified.

RFB #2020-3 TOWN OF HOWEY-IN-THE-HILLS TOWN HALL WATER RATE STUDY

- E. **PROHIBITED COMMUNICATION:** Any form of communication, except for written correspondence authorized herein, shall be prohibited regarding this particular RFB.
- F. During this solicitation process, any intentional omissions, alterations, or false representations will be grounds for rejection of any proposal.

10. MISCELLANEOUS

- A. **GOVERNING LAWS AND REGULATIONS:** The Respondent is required to be familiar with and shall be responsible for complying with all Federal, State, and Local laws, ordinances, rules, and regulations that in any manner apply to the Project.
- B. **SIGNATURE OF RESPONDENT:** The Respondent must sign the response forms in the space provided for the signature. If the Respondent is a professional association or other business entity, the title of the officer signing the response on behalf of the entity must be stated and evidence of the officer's authority to sign the response must be submitted. The Respondent shall state in the response the name and address of each person interested therein.
- C. **COST OF PROPOSAL:** The Town assumes no responsibility or liability for the costs incurred by the submitting firm to prepare and/or submit a proposal. The entire cost of preparing and submitting qualification documents, or any work in connection therewith will be borne by the submitting form or team of firms.

11. INSURANCE

Insurance Requirements -- Respondent shall not commence any work in connection with an Agreement until all of the following types of insurance have been obtained and the Town has approved such insurance, nor shall Respondent allow any sub consultants to commence work on a subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance shall be secured from or countersigned by an agent or surety company recognized in good standing and authorized to do business in the State of Florida. Companies authorized as a group self-insurer by F.S. 440.57, Florida Statutes, may issue policies for Workers' Compensation.

- A. **LOSS DEDUCTIBLE CLAUSE:** The Town shall be exempt from, and in no way liable for, any sums of money that may represent a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Respondent and/or sub consultant providing such insurance.
- B. **WORKER'S COMPENSATION INSURANCE:** The Respondent shall obtain during the life of this Agreement, Worker's Compensation Insurance with Employer's Liability Limits of \$500,000/\$500,000/\$500,000 for all the Contractor's employees connected with the work of this project and, in the event any work is sublet, the Respondent shall require the sub consultant similarly to provide Workers' Compensation Insurance for all of the employees unless such employees are

RFB #2020-3 TOWN OF HOWEY-IN-THE-HILLS TOWN HALL WATER RATE STUDY

covered by the protection afforded by the Respondent. Such insurance shall comply fully with the Florida Workers' Compensation Law. In case any class of employees engaged in hazardous work under this contract for the Town is not protected under the Workers' Compensation statute, the Respondent shall provide, and cause each sub consultant to provide adequate insurance, satisfactory to the Town, for the protection of the Respondents employees not otherwise protected.

- C. **CONTRACTOR'S PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE :** The Respondent shall obtain during the life of this agreement Commercial Automobile coverage, this policy should name the Town of Howey-in-the-Hills as an additional insured, and shall protect the Respondent and the Town from claims for damage for personal injury, including accidental death, as well as claims for property damages which may arise from operations under this Agreement whether such operations be by the Respondent or by anyone directly or indirectly employed by the Respondent,
- 1) Automobile Bodily Injury Liability & Property Damage Liability
 - \$1,000,000 Combined single limit per occurrence (each person, each accident)
 - Liability coverage will include hired & non-owned automobile liability
 - Include Waiver of Subrogation in favor of The Town Howey-in-the-Hills.
 - 2) Comprehensive General Liability (Occurrence Form) - this policy should name the Town of Howey-in-the-Hills as an additional insured and should indicate that the insurance of the Consultant is primary and non-contributory.
 - \$2,000,000 General Aggregate
 - \$2,000,000 Products – Completed Operations Aggregate
 - \$1,000,000 Per Occurrence
 - \$1,000,000 Personal & Advertising Injury
 - 3) Sub consultant's Comprehensive General Liability, Automobile Liability and Worker's Compensation Insurance: The Respondent shall require each sub consultant to procure and maintain during the life of this sub consultant, insurance of the type specified above or insure the activities of these subcontractors in the Respondent's policy, as specified above.
 - 4) Owner's Protective Liability Insurance: As applicable for projects, providing coverage for the named insured's liability that arises out of operations performed for the named insured by independent consultants and are directly imposed because of the named insured's general supervision of the independent consultant. The Respondent shall procure and furnish an Owner's Protective Liability Insurance Policy with the following limits: \$1,000,000, per occurrence, and \$2,000,000 aggregate and naming the Town of Howey-in-the-Hills. as the Named Insured.
 - 5) Contractual Liability: NOTE: PUBLIC LIABILITY INSURANCE AND AUTOMOBILE LIABILITY INSURANCE, THE TOWN SHALL BE NAMED AS ADDITIONAL INSURED.
 - \$1,000,000 Per Occurrence
 - \$2,000,000 Aggregate

RFB #2020-3 TOWN OF HOWEY-IN-THE-HILLS TOWN HALL WATER RATE STUDY

- 6) Commercial Umbrella:
 - \$1,000,000 Per Occurrence
 - \$2,000,000 Aggregate
 - Including Employer's Liability and Contractual Liability
- 7) Certificates of Insurance: Certificate of Insurance Form, naming the Town of Howey-in-the-Hills as an additional insured will be furnished by the Respondent upon notice of award.

The Respondent will provide the name of the Insured, the specific job by name and job number, the name of the Insurer, the number of the policy, its effective date, its termination date.

RFB #2020-3 TOWN OF HOWEY-IN-THE-HILLS TOWN HALL WATER RATE STUDY

HOLD HARMLESS AGREEMENT

I _____ (bidder) agrees to indemnify and hold the Town harmless for any and all claims, liability, losses and causes of action which may arise out of its fulfillment of the contract awarded pursuant to this RFB. It agrees to pay all claims and losses, including related court costs and reasonable attorneys' fees, and shall defend all suits filed due to the negligent acts, error or omissions of Respondent or employees and/or agents of Respondent.

In the event the completion of a project awarded pursuant to this RFB (to include the work of others) is delayed or suspended as a result of the Respondent's failure to purchase or maintain the required insurance, the Respondent shall indemnify the Town from any and all increased expenses resulting from such delay.

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2019, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires _____

RFB #2020-3 TOWN OF HOWEY-IN-THE-HILLS TOWN HALL WATER RATE STUDY

NON-COLLUSION AFFIDAVIT

I _____ (bidder) of the firm of _____ (bidder's Firm Name) responded to the RFB for the Library Education Center Construction Project for the Town of Howey-in-the-Hills. This proposal has been executed with full authority to do so. This response has been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to qualifications or responses of any other responder or with any competitor, and no attempt has been made or will be made by the Responder to induce any other person, partnership or corporation to submit, or not to submit, a response for the purpose of restricting competition;

The Statements contained within this affidavit are true and correct, and made with full knowledge that the Town of Howey-in-the-Hills relies upon the truth of the statements contained in this affidavit in awarding contracts for said services.

Signature of Respondent

Witness

STATE OF FLORIDA
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 2019, by (name of person making statement).

Notary Public

Personally Known _____ OR Produced Identification _____
Type of Identification Produced _____

My Commission Expires _____

RFB #2020-3 TOWN OF HOWEY-IN-THE-HILLS TOWN HALL WATER RATE STUDY

DRUG FREE WORKPLACE CERTIFICATION

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against an employee for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under this solicitation a copy of the statement specified in subsection (1) above.
4. In the statement specified in subsection (1), notify the employees that, as a condition of working in the commodities or contractual services that are under this solicitation, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in, a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Signature of Respondent

Witness