

# SOUTHEAST LFA WELLFIELD PROJECT

## INVITATION TO BID MANUAL WPF BID PACKAGES



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## 1.1 INVITATION FOR BIDS

1. PRWC – Polk Regional Water Cooperative (“PRWC”), an independent special district created under the laws of the State of Florida.
2. PURPOSE - Bids will be accepted for the purpose of selecting a Bidder to provide a complete scope as stated herein. Bidders are required to review and comply in full with the instructions, specifications, and referenced attachments contained herein or issued at a later date via a Bid Addendum.
3. BACKGROUND - The PRWC has chosen the Construction Manager at Risk (CMAR) delivery method for this project. The project is called the Southeast Lower Floridan Aquifer Wellfield project. PRWC has contracted with Carollo Engineers, a.k.a “TeamOne” (Engineer) & Florida Water Partners, a Garney/Wharton-Smith Joint Venture, LLC (CMAR) to work collaboratively with the PRWC.
4. BIDDER
  - a. For this Bid Package, the term “Bidder” is defined as the legal entity submitting a bid and/or identified on the bid submittal. The terms “Low Bidder”, “Selected Bidder”, “Awarded Bidder”, or similar variant may also be used to signify the Bidder’s standing during the bid process.
  - b. Bidders intending to submit a bid as a joint venture must provide documentation attesting to the formation of that joint venture with their bid submittal, see Section 2.1. Item #8.
5. BID DATES & TIMES
  - a. **Virtual Pre-Bid Conference: 9/12/2024 @ 10:00AM**
    - Meeting Link - [Join the meeting now](#)
    - Meeting ID: 262 968 132 600
    - Passcode: qjC5C8

**Dial in by phone:**  
[+1 816-298-0711](#)  
**Phone conference ID: 473 105 323#**
  - b. **Final Bid Questions Due: 10/7/2024 before 4:00 PM. All questions must be submitted through Building Connected.**
  - c. **Bid Submittal Documents Due: 10/17/2024 before 2:00 PM.**
6. NOTICE OF INTENT TO BID (NOITB)
  - a. Bidder must submit response through Builder Connect Website to include: project name, bid package name, and contact information for Bidder’s responsible individual.
  - b. Notices are not deemed received until bidder receives confirming email from CMAR.
  - c. If Notice is received after issuance of any Bid Addendum’s, it will be Bidder’s responsibility to obtain said addendum(s).

## 2.1 INSTRUCTIONS TO BIDDERS

### 1. BID DOCUMENTS & ELECTRONIC BID SITE

- a. All Bid Documents may be obtained from the Building Connected website.
- b. The term “Bid Documents” includes all sections of this Bid Package document, all attached documents, and all referenced documents herein.
- c. The “Prime Agreement” includes Agreement for CMAR Preconstruction Phase Services.
- d. The “Agreement to Perform Work” is the contractual document to be executed post-bid between the Bidder/CMAR and the selected bidder for complete performance of the bid package work. The Agreement is defined in Section 3.1 and is attached as an integral part of the Bid Package which includes the Work Package Scope of Work.
- e. Complete sets of Bid Documents must be used in preparing Bids. See Section 4.1 for clarification for both Prebid and Bid Document submissions. The CMAR and PRWC do not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bid Documents or not using the latest Bid Documents.
- f. Bid Documents are only being made available for the sole purpose of obtaining bids for the work and does not confer a license or grant for any other use.
- g. Project Time
  - i. Expected Notice to Proceed – December 2024
  - ii. Substantial Completion- 1215 calendar days following NTP
  - iii. Final completion-60 calendar days following substantial completion
  - iv. **Liquidated Damages- The Contractor agrees to pay \$2,000/day for each day that exceeds the contract time for Substantial completion.**

### 2. BID QUESTIONS & ADDENDA

- a. Any prospective Bidder who discovers ambiguities, inconsistencies, discrepancies, or errors or is in doubt as to the meaning or intent of any part of the Bid Documents shall promptly request an interpretation in writing via Builder Connect Website. Additionally, if Bidder cannot meet specifications or requirements as stated, bidder shall submit request for deviation. Every request for such interpretation must be in writing using the provided Electronic Bid Question (RFI) Template. CMAR makes no guarantee that questions will be responded to if template is not used.
- b. Bid questions are to be submitted through electronically via Building Connected.
- c. Deadline for questions will be as shown in the Invitation for Bids or as updated with a Bid Addendum.
- d. Responses, interpretations, and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be made available to all prospective bidders by electronic mail to the address furnished by the prospective bidder in the NOITB and posted on the shared site. All addenda issued shall become part of the Bid Documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve such Bidder from the requirement that its bid, as submitted, be consistent with any such addendum or interpretation.
- e. Any other written or oral information obtained from an officer, agent, or employee of PRWC/CMAR/Engineer or any other person will be without legal effect.
- f. Bidders must acknowledge receipt of Addenda on the applicable Bid Submittal Document.

### 3. QUALIFICATIONS

- a. Bidder shall cooperate with all investigations deemed necessary to determine the ability of the Bidder to

perform the work. If the evidence submitted by, or investigation of, such bidder shows bidder is not properly qualified, not currently capable, or lacks the experience to complete the work in full per the terms and conditions contained herein, including the attached Agreements a conditional or qualified Bid will not be accepted.

- b. Additional requests for qualifications can be made pre-bid or post-bid. Bidder must comply or risk rejection of their bid.
  - c. Required Experience/Qualifications/Ability to Perform/Ability to Guarantee the Work
    - i. See the SUBMITTAL DOCUMENTS section for a listing of documents to submit if required.
  - d. Required Licenses/Certifications
    - i. Bidder must have all required licenses/certifications to bid the work. Licenses must be active at time of bid opening. Required certification(s) must be achieved prior to bid opening.
    - ii. See SUBMITTAL DOCUMENTS section for listing of documents to submit.
  - e. Bidders must provide EMR for years 2021, 2022, & 2023; TRIR; and OSHA 300A Log for years 2021, 2022, & 2023.
  - f. Bidders (or majority holder) must have completed 3 Projects of similar value and scope of work in the State of Florida. Bidder must also be capable of providing a Letter of Reference from one or more of these projects.
4. PROHIBITIONS
- a. Public Entity Crimes. Pursuant to Sections 287.133(2) and (3), F.S., a Bidder or affiliate, who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid for a period of 36 months following the date of being placed on the convicted vendor list.
  - b. Discrimination. Pursuant to Section 287.134(2)(a), F.S. a Bidder or affiliate who has been placed on the discriminatory vendor list, may not submit a bid.
  - c. Antitrust Violator Vendors. Pursuant to Section 287.137(2)(a), F.S. a Bidder or affiliate who has been placed on the antitrust vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid.
5. SUBSTITUTIONS AND **“OR EQUALS”**
- a. Unless otherwise specifically provided herein, reference to any equipment, material, article, or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a minimum standard of quality and shall not be construed as limiting competition.
  - b. The Total Lump Sum Bid Price must include the specified equipment and material.
  - c. Substitutions and “or equals” must be presented for separate consideration using the Value Added, Value Engineering, and Substitutions/Equals Form included with the Bid Submittal Documents.
  - d. All submissions are subject to approval and can be rejected with or without cause. The Bidder shall supply the name of the manufacturer, the model number, and other identifying data and information necessary to aid in evaluating the submission with their bid. The Bidder must also provide price and or schedule adjustments for each submission request.
  - e. Bidders are encouraged to submit substitutions and “or equals” pre-bid for consideration via the Bid Question process. Requests for review will not be shared with other bidders.
  - f. A bid containing a substitution or an “or equal” is subject to disqualification if it is not approved and the Bidder refuses to provide the specified item for the Total Lump Sum Bid Price.
  - g. The PRWC reserves the right to determine how substitution and “or equal” price adjustments will affect the evaluation of the bid packages.
6. VALUE ADDED & VALUE ENGINEERING
- a. Bidder is encouraged to provide a bid proposal that maximizes value for the PRWC. The Bidder can

use the optional Value Added, Value Engineering, and Substitutions/Equal form included with the Bid Submittal Documents to describe the following:

- i. VALUE ADDED – Explanation of services, products, or capabilities that could add value to the project. This includes ability to meet the requirements of the Bid Attachments as described in Section 2.1, #10 Item J.
  - ii. VALUE ENGINEERING – Explanation of alternate design concepts, materials, or methods that save time or money and do not compromise design intent.
- b. The PRWC reserves the right to determine how Value Added and Value Engineering price adjustments will affect the evaluation of the bid packages.

7. GENERAL BIDDER RESPONSIBILITIES (this is not an all-inclusive listing)

- a. Pre-Bid Conference and/or Site Visit – Notice for all conferences and site visits will be issued via Bid Addendum.
  - i.  There will be a mandatory pre-bid conference or site visit (virtual if necessary)
  - ii.  There will be a non-mandatory pre-bid conference or site visit (if requested)
  - iii.  No pre-bid conference or site visit is scheduled
- b. Failure by a Bidder to attend a mandatory pre-bid conference or site visit will result in their bid being considered non-responsive.
- c. Questions asked at a pre-bid conference will be formally answered via an addendum. Bidders shall not rely on oral communications.
- d. Bidders shall visit the Site and understand the general, local, and Site conditions, including but not limited to surface and subsurface conditions, that may affect price, progress, and the performance of the Work. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any bidder from any obligation in respect to its Bid.
- e. It is the responsibility of each bidder before submitting a Bid to understand all federal, state, and local Laws and Regulations that may affect price, progress, or performance of the Work. All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply throughout the performance of work.
- f. Review design documents and requirements for conformance.
- g. Review applicable attachments including all terms and conditions for acceptance, see Section 3.1 for more information regarding the execution of the Agreement to Perform Work.
- h. Review all attached documents for conformance/acceptance both included in this bid package and those made available on the bid site.
- i. Review and understand the number of days within which, or the date by which, the delivery of Equipment/Materials; Construction and furnishing of Field Services is to be completed as set forth in Agreement to Perform Work and Contract Documents.

8. SUBMITTAL INSTRUCTIONS

- a. **Bid Submittal Documents** must be submitted to the PRWC electronically via email to the address below for receipt by no later than the required date/time as stated in ITB or latest addendum. Bids submitted by any other method will not be accepted. Failure to provide the required documents may cause a Bidder to be declared non-responsive.

**Email: [Ericdehaven@prwcwater.org](mailto:Ericdehaven@prwcwater.org)**

- b. The PRWC/CMAR assume no responsibility for any bids received after the bid due date/time. PRWC/CMAR reserve the right to reject all late bid submittals.

- c. Bids submitted will not be viewed by anyone other than the Bidder until the official bid opening occurs.
- d. Bids must be made using the provided Bid Submittal Documents. Bids can be rejected if all blank spaces for Bid prices are not filled in, in ink or typewritten, and the documents are not fully completed and executed when submitted.
- e. The Lump Sum Bid prices indicated on the Bid Form(s) shall be stated in words and numerals, if requested.
- f. Bidders proposing to engage in construction contracting as a joint venture or partnership must apply for registration with the State of Florida, Department of Business and Professional Regulation and any other state or local licensing agencies, as required by Florida State Statute 489.119, prior to the date bids are due.
- g. Bids by partnerships shall be executed in the partnership name and signed by a partner whose title shall appear under its signature, and the official address of the partnership shall be shown below the signature.
- h. Bids by corporations shall be executed in the corporate name by the president or a vice president (or other corporate officer accompanied by evidence of authority to sign), and the corporate seal shall be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- i. Names of all persons signing shall be printed below their signatures.
- j. A power of attorney shall accompany the signature of anyone not otherwise authorized to bind the Bidder.
- k. The Bid shall contain an acknowledgement of receipt of all Addenda, the numbers, and dates of which shall be filled in on the Bid Form(s). The right is reserved to reject or confirm any bid that shows incorrect information.

## 9. SUBMITTAL DOCUMENTS

- a. **Bid Submittal Documents** – All Bidders must complete and submit the following required documents by no later than the Bid Submittal due date and time.
  - i. **NEW VENDOR REQUEST FORM:** All Bidders must provide the legal name of the organization submitting the bid, confirm compliance with procurement policies, and provide other requested information along with a signed W-9.
  - ii. **JV (Joint Venture):** Bidders submitting as a joint venture or partnership must request and complete the JV qualification form and provide all required documentation. (Submit if Applicable)
  - iii. **PR (Public Records Disclosure):** If an offeror asserts that any portion of its offer or written communication is exempt from disclosure under the Public Record Laws (a “Protected Record”) then the offeror **MUST** comply with the following process. Failure to do so may lead to waiver of protections available under Public Records Laws.
    - a. Clearly identify each portion of its Protected Record(s) that it believes is statutorily protected from disclosure and identify such statute(s);
    - b. In accordance with solicitation requirements, submit a separate electronic copy of offeror’s offer or written communication with only the protected portions redacted. (Submit if Applicable)
  - iv. **QUALIFICATION DOCUMENTS** – If checked the document must be provided.
    - 1.  Licenses & Certifications required to perform the scope of work.
    - 2.  Minimum Qualification Form(s)
    - 3.  Certificate of Insurance – see attached “Agreement to Perform Work” for requirements
  - v. **Exhibit G – Federal Grant Terms and Conditions:**
    - 1. Attachment B – Government Wide Debarment and Suspension

2. Attachment E – Certificate Regarding Lobbying

vi. Bid Form(s) (Found under Applicable Package Folder on Bid Site)

vii. General Bid Submittal Documents (Found under General Attachments on Bid Site)

1. Bid Document Checklist
2. Bidder Confirmation of Completeness of Bid Form
3. Value Engineering, Cost Savings, & Substitution Form (Optional)
4.  Bid Bond Form - If checked a bid must be accompanied by the original Bid Bond issued by a surety in accordance with the Bid Bond form requirements. All bonding companies are subject to CMAR approval. Minimum requirements: Any issuer of a bid bond must be licensed to transact a fidelity and surety business in the State of Florida, with an A.M. Best rating of B+ (Very Good) or better if Contractor's bid is under \$500,000.00, and A- (Excellent) or better if Contractor's bid is over \$500,000.00. Bid bonds shall contain in type or print the description of the construction in the same language as provided herein.

**Bond Amount is  100%  10% of the Base Bid Lump Sum Price.**

5. Non-Collusion Affidavit
6. Drug Free Workplace Certification
7.  Trench Safety Act Form – If checked this document must be completed & submitted.
8.  Surety Bond Confirmation - If checked a bid must include written confirmation from a valid surety (as defined in Bid Bond Form item above) that confirms bidder's capability to acquire performance and payment bonds, each in the amount of 100 percent (100%) of the Bid Price for the faithful performance of the Bid Package Scope per the Bid Documents. To the extent required by state law, CMAR shall have the right to require additional payment and performance Bonds. Attorneys-in-fact who sign bid bonds or payment bonds and performance bonds must file with each bond a certified and effective date copy of their power of attorney.

b. **Post-Bid Documents** – Upon request all Bidders must complete and submit the following documents within the requested timeframe for bid verification. All bidders will be treated equally.

1. Specification Confirmation in accordance with Exhibit A, see "Sample 1" for example.
2. Other verification documentation, such as, drawing confirmation markups, completion of scope checklists, etc.

## 10. PRICING

- a. Bid Pricing shall remain firm until Owner Acceptance of the GMP and a final execution of an "Agreement to Perform Work" between the CMAR and the Subcontractor.
- b. Line-item prices on Bid Form(s) shall be all inclusive unless allowed otherwise as noted on the Bid Form(s).
- c. Lump Sum Prices provided, no matter the line-item descriptions, shall cover the complete scope of work.
- d. Alternate/Optional Pricing (As Applicable): Bidder is required to bid as requested and shall be bound to perform work scope if awarded. Bidder must specify if alternate/optional prices are to be added or deducted from the Base Bid in order to be responsive. The PRWC will choose which will be accepted (if any) based on the availability of funding or other factors prior to Bid Award.
- e. Unit Price Bids: Bidder is required to provide unit prices. Entering a zero for the unit price of a bid item indicates the bidder requires no compensation for completion of that item. If quantities are shown on the Bid Form(s) they should be understood to be estimated figures only and no guarantee is made or implied as to the actual quantities that will be required. Quantities are subject to increase or decrease. In either occurrence, the Bidder will perform



the work at the unit price as bid. The PRWC/CMAR, at its discretion, may authorize an initial contract for a greater not-to-exceed amount than that submitted by the Bidder. Payment to the awarded bidder will be made only for the actual quantities of work performed or materials furnished in accordance with the contract documents.

- f. Owner Direct Purchase Program (ODPP): The Owner may elect, at their discretion, to remove select equipment and material as included in the subcontract scope for direct purchase by the Owner for tax savings via the Owner's direct purchase program. Breakout pricing will be used to determine amount to be removed via change order to facilitate the direct purchase by the Owner. Breakout pricing must include all applicable tax.
- g. Taxes: Bidder shall include all sales, consumer, use or other similar taxes required to be paid in accordance with laws and regulations applicable to the work.
- h. The cost of all royalties and license fees on Equipment and Materials to be furnished and incorporated in the Work shall be included in the bid pricing.
- i. The Bidder shall obtain and pay for all applicable permits for the performance of work as described in the Contract Documents.
- j. Tests, inspections, and related activities called for throughout the Bid Documents are a responsibility of Bidder unless specified otherwise. The Bid shall include all costs arising from such responsibility.
- k. All overhead costs and profits shall be included in the Bid Price.
- l. The Lump Sum Bid Price shall include the services (including site visits and all travel) of a qualified field representative and all necessary assistants as required for installation assistance, installation inspection, startup / commissioning, and operator training, see Commissioning Specification. If Bidder deems it will be necessary to provide additional services to complete the work the cost for those services in full shall be included in the Lump Sum Bid Price.
- m. If Bidder has not received a written clarification on an ambiguity, the Bidder shall be required to submit pricing on the basis of the highest price necessary to complete the task in question. Bidder will be prohibited from taking advantage of any such ambiguity, inconsistency, or error.

#### 11. BID OPENING/REVIEW/AWARD/WITHDRAW

- c.  **It is the intent of the PRWC/CMAR to award a contract to the responsive and responsible bidder whose Bid is determined to be the Best Value Bid and who is determined to be most qualified and able to perform the Work for the Contract Price and within the Contract Times.**
- d. **Prior to contract award Bidder considered to have the submitted the Best Value Bid must be prepared to submit upon request their Company Safety Manual or Site-Specific Safety Plan to PRWC/CMAR for approval.**
- e. The PRWC/CMAR reserve the right to reject any and all Bids, to waive any and all informalities not involving price, time, or changes in the Work, and to negotiate contract terms with the Awarded Bidder and the right to disregard all nonconforming, nonresponsive, unbalanced, or conditional Bids.
- f. If there is a conflict in the statement of a price within the bid the PRWC/CMAR reserves the right to select the amount most advantageous to the PRWC.
- g. If the bidder elects to include a clarification or exclusion letter, the Bidder understands the PRWC/CMAR reserve the right to make good faith cost determinations for said clarification(s) or exclusion(s) and adjust the pricing included in the bid accordingly for bid comparison purposes. All bid adjustments due to clarifications or exclusions will be final. As well PRWC /CMAR reserves the right to reject any bid based on clarification or exclusion letter.
- h. In evaluating Bids, the PRWC/CMAR will consider the qualifications of the Bidders and other non-

monetary information provided with the prescribed requirements, and such substitutions, prices and other data, as may be requested in the Bid Form(s) or requested at any time prior to the Notice of Award.

- i. Bid evaluation will include Bidder's ability to meet requirements of the Bid Attachments, including but not limited to, local hiring/participation as found in the Prime Agreement and Exhibit G Federal Funding Requirements (DBE Participation, AIS, Davis Bacon, etc.).
- j. The PRWC/CMAR reserves the right to reject the Bid of any Bidder that would not be in the best interest of the Project, whether because the Bid is not responsive, or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by the PRWC/CMAR.
- k. Any Bid may be withdrawn prior to the scheduled time for the opening of the Bids or authorized postponement thereof. Any Bid received after the time and date specified shall not be considered.
- l. No bidder may withdraw a Bid until 60 days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between PRWC/CMAR and the bidder.

### 3.1 AGREEMENT TO PERFORM WORK

1. Bidder must review the attached Agreement to Perform Work in detail including the terms and conditions, insurance, and bond requirements. The scope of work is detailed in Exhibit B.
2. Notice of Award (NOA) and the Agreement to Perform Work will be issued together to the Selected Bidder. The Bidder must sign the Agreement and obtain the Certificate of Insurance, the Performance Bond, and the Payment Bond within ten (10) calendar days from the date the NOA is received. If Bidder fails to sign and return documents with the required insurance and bonds within the ten (10) day period, the Bidder can be considered in default, in which case the Bid Bond accompanying the Bid will become the property of PRWC/CMAR. A good faith time extension will be considered upon request.

### 4.1 BID SUBMITTAL DOCUMENTS

1. Bid Submittal Documents can be found on the SE Wellfield Bid Building Connect Bid Site.
  - a. 95% Technical Specifications
  - b. 95% Contract Drawings

### 5.1 BID PACKAGE ATTACHMENTS

1. Bid Package Attachments referenced herein can be found on the SE Wellfield Bid Site.
  - a. FWP Safety and Health Process Manual (Minimal Requirements)
  - b. Geotechnical Report
  - c. Federal Funding Requirements
  - d. PRWC Agreement for CMAR Services

e. Preliminary CPM Schedule

2. Each bid package will have its own folder found on the SE Wellfield Bid Site.

a. 2 – Bid Submittal Documents

b. 3 – Agreement to Perform Work

- This provides the scope of work to be performed for each bid package

c. 4 – Bid Form