

BID SPECIFICATIONS

BID NO. 2019-05 DATE: December 5, 2018

BID HEADING: Lake County Water Authority's Website Upgrade & Services

BID DUE DATE: **WEDNESDAY, January 9, 2019 AT 4:00 P.M.**

COMPLETION DATE: **FRIDAY, March 15, 2018 AT 5:00 P.M.**

PERIOD OF TIME
COVERED BY BID: Thirty One Days from the Date of Bid Opening

EVALUATION PERIOD: Through April 15, 2019 at 3:59 P.M.

PRE-BID MEETING: N/A

BID WITHDRAWAL: No bid may be withdrawn after submission without the consent of the Water Authority's Executive Director.

BID OPENING: Bids may be delivered via mail or hand delivery to the Lake County Water Authority, 27351 SR 19, Tavares, Florida 32778, which will also be the location of the bid opening. **Any bids received after the specified time and date of the bid opening will not be considered.** Bids must be identified with the Bid No. and Bid Heading on the outside of the sealed envelope.

REMOVAL FROM
BIDDERS LIST: Any company failing to respond (either by submission of a Bid or a Statement of No Bid) to two consecutive bid invitations may be dropped from the list.

DISCOUNTS: Any and all discounts must be incorporated as a reduction in the bid price and not shown separately. The price as shown on the bid shall be the price used in determining the award.

ACCEPTABLE FORMAT: The **BID FORM** provided by the Authority is the **only acceptable format** in which a bid may be submitted. Bids submitted in any other format will not be considered. Additional information relative to the bid should be attached to the Bid Form.

TAXES: The Lake County Water Authority is exempt from Federal and State Sales Taxes. Do not include taxes in the bid.

INTEREST: State law prohibits the payment of interest by the Authority.

BID BOND: NO X YES _____

PERFORMANCE BOND: NO X YES _____

MATERIAL & LABOR PAYMENT BOND: NO X YES _____

DESCRIPTIVE INFORMATION: All items to be bid on must be identified by Brand Name and Number. It is also mandatory to include full descriptive information, brochures, etc. Failure to comply may result in disqualification. This provision does not apply to the bidding of services, except as specifically noted in the specifications attached hereto.

QUALITY GUARANTEE: If any product delivered or service rendered is found not to meet specifications as approved by the Authority, or if the product or service will not produce the effect that the company represents to the Authority, the company shall replace or correct the product or service at no expense to the Authority. Vendor/Contractor will be responsible for attorney fees in the event the vendor defaults and court action is required.

USE OF TRADE NAMES: Brand or trade names referenced or implied in the specifications are for comparative purposes only.

CANCELLATION: It is the intention of the Authority to purchase materials or services from source(s) of supply that will give prompt and convenient shipment and service. Any failure of the Vendor/Contractor to satisfy the requirements of the Authority shall be reason for termination of the award.

AWARD: This bid may be awarded in part or whole as best serves the interest of the Authority and the citizens of Lake County.

RESERVATIONS: The Authority reserves the right to accept any bid which in its opinion best serves the interests of Lake County, to reject any or all bids, or any part thereof, and/or to waive technical errors.

TERMS OF AWARD AND EXECUTION OF CONTRACT

1. **Award of Contract** - The award of the Contract, if it is awarded, will be to the lowest, qualified, responsible bidder whose bid shall comply with all requirements necessary to render it formal. For the purpose of the award, the low bid shall be the lowest amount bid for the total cost. In no case will an award be made until all necessary investigations are made as to the responsibility of the lowest bidder.
2. **Execution of Contract** - The Contractor shall be issued a Notice of Award. In case of failure on the part of the Contractor to comply with the award, the award may then be made to the next lowest bidder, or will be bid again, as the Authority may decide.
3. **Use of Patented Processes, etc.** - Bid prices shall include all charges for the use of patent processes, materials, or methods, and for all other similar incidental charges, not expressly provided for in these specifications.
4. **Payment for Services Rendered** - Following completion of the services rendered, and upon final inspection and acceptance by the Authority of the work performed, the Contractor shall submit an invoice to the Authority for the contract amount for actual services rendered. Authority shall have 30 days in which to make payment to the Contractor.
5. **Indemnification** - The Contractor agrees to indemnify and hold harmless the Authority and its employees from all claims, losses, and expenses, including attorney's fees, arising out of or resulting from the performance of the work to be contracted provided such claim, damage, loss, or expense; (1) is attributable to bodily injury, sickness, disease, death or personal injury, or to property damage, including loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, or any of their employees.
6. **Liquidated Damages** - **If the Contractor fails to properly and completely accomplish the required work within the specified contract time period, the Contractor may be assessed the sum of \$100.00 per calendar day.** Any question with regard to the time period requirements should be directed to the Authority's Executive Director prior to the submission of a bid.
7. **Contractor's Insurance Requirements** - The Contractor providing services under this agreement will be required to procure and maintain, at his own expense and without cost to the Authority, until final acceptance by the Authority of all work covered by the Contract, the following types of insurance. The policy limits required are to be considered minimum amounts.

General Liability Insurance policy with a \$500,000 combined single limit for each occurrence to include the following coverages: Operations, Contractual Liability covering this contract, Broad Form Property Damage ("x-c-u" exclusion removed), Completed Operations and Personal Injury.

Automotive Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$300,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance shall cover the obligations of the Contractor in accordance with the provisions of Florida Statutes and from this requirement, any applicable Federal law, and shall include Employer's Liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease. If you are legally exempt from this requirement, the cost of providing this insurance by the Lake County Water Authority (legal requirement for LCWA) will be added to your bid total.

Sub-Contractor's Insurance shall be the responsibility of the Contractor. Contractor shall ensure that Sub-Contractors are properly insured to meet the above requirements before Contractor permits them to commence work on the project.

Professional Liability Insurance--not required.

The Contractor shall provide Certificates of Insurance to the Authority demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this contract. The General Liability and Automobile Liability Certificates of Insurance shall designate the Authority as an **Additional Insured**. These Certificates of Insurance shall also contain a valid provision or endorsement that these policies may not be canceled, terminated, changed or modified without a thirty (30) day written notice to the Authority.

The insurance coverages enumerated above constitute the minimum requirements and said enumeration shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. The Contractor may procure and maintain at his own expense any additional kinds and amounts of insurance that, in his own judgment, may be necessary for his proper protection in the performance of his work.

STATEMENT OF NO BID

Lake County Water Authority
27351 SR 19
Tavares, Florida 32778

To Whom It May Concern:

We, the undersigned, have declined to bid on your **BID# 2019-05** for the **Lake County Water Authority's Website Upgrade & Services** due to the following reason(s):

_____ We do not offer this service (If not, please let us know what services you do offer).

_____ Our work schedule would not permit us to perform this job.

_____ Unable to meet specifications.

_____ Unable to meet bond requirements.

_____ Other _____

We understand that if the Statement of No Bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for the Lake County Water Authority.

COMPANY NAME _____

AUTHORIZED AGENT _____

SIGNATURE _____

ADDRESS _____

TELEPHONE NO. _____

DATE _____

BID FORM

TO: Lake County Water Authority
27351 SR 19
Tavares, Florida 32778

The undersigned hereby declare that we have carefully examined the specifications to furnish materials and/or services for the **BID# 2019-05 – LAKE COUNTY WATER AUTHORITY’S WEBSITE UPGRADE & SERVICES** for which bids were **requested to be received on or before January 9, 2018 at 4:00 P.M.** and further declare that we will furnish the SERVICES AND/OR MATERIALS AS PER ALL APPLICABLE BID SPECIFICATIONS AND REQUIREMENTS.

Bid Project –LCWA’s Website Upgrade – TOTAL COST

TOTAL WEBSITE UPGRADE \$ _____

PER HOUR COST AFTER UPGRADE ARE COMPLETE \$ _____/HR

References: Three references including contact person, address and phone number, must be attached to this bid form.

Name of Firm _____

Date Business Established _____

Authorized Agent _____

(type name)

(signature)

Title of Person Signing _____ Date _____

Address _____

Telephone _____

“EXHIBIT A”

LAKE COUNTY WATER AUTHORITY’S WEBSITE UPGRADE

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LAKE COUNTY WATER AUTHORITY'S WEBSITE UPGRADE

(Date: December 5, 2018)

SPECIFICATIONS & REQUIREMENTS

GENERAL BACKGROUND INFORMATION

Create an ADA compliant website by improving the graphics and overall look of the site and adding a content manager to the site while attaining the government characteristic with the main purpose of providing the needed information to the public. Improving the Pavillion rental online reservation and payment processing plus creating a new way to show board meeting recordings, agendas and minutes in a way that is easily navigateable.

Following are objectives of the upgrade:

- Make a 100% ADA (Americans with Disabilities Act) complaint website
- To improve the actual graphics on the website, creating a more professional site where the public and taxpayers from Lake County could easily navigate from one page to another;
- Create an easy content manager so staff may update site
- Create a user friendly way for the public to be able to reserve and pay for pavilion rentals
- Create an online fill form for the different types of rental and employment applications
- To add several pages of information including photos and tabs, minimizing the download time per page;
- To increase awareness of the site by incorporating the site address on the most common search engines
- Coordinate the hosting and back of the website files with GoDaddy web services

The Authority will award the bid to a single Contractor. The Contractor shall be responsible to supply and deliver all equipment and materials required to adequately complete the website Upgrade. The Contractor shall designate a project manager and his/her qualifications, along with a list of staff positions, are to be submitted with the bid package. Preference will be granted to firms with three or more years experience in this field.

All source codes and graphics files resulting from the specified work shall become the property of the Lake County Water Authority and shall be guaranteed by the contractor to be free of any copyrights.

The Contractor shall provide a complete time-line schedule with milestones immediately after contract award. The time for completion of the overall project shall not exceed sixty (60) days from contract award through implementation.

The Upgrade should be possible with information already available in the current website. Additional information for the added pages shall be provided by the Lake County Water Authority. Any specific directions will be made in writing from the Lake County Water Authority staff to the Contractor.

The Contractor will coordinate fully with the Lake County Water Authority throughout this project to ensure the timely execution of this contract. The Water Authority shall be immediately made aware of any problems encountered by the Contractor during the project.

SCOPE OF WORK

1.0

Upgrade

The contractor should provide upgrades to the existing website that include, but are not limited to:

- Easy, consistent navigation from one page to another, also from one site to another, including a site map
- The graphics and looks of the website should be improved, creating a more professional and government website
- Efficient and innovative use of Table of Contents and site navigation including a search engine within the website for keywords
- Same idea of banner and side menu should be kept. The two frame scroll with the top and side banner like current
- The ability of adding new selection on the menu
- A counter for number of visitors to the website and easy statistics on a per month basis
- Download time per page minimum
- Easy for citizens to find using the most used website search engines
- New pages for Board info
- Make all pages of the site be ADA compliant
- A Tool “from to” for driving directions to our preserves
- Several hard copies brochures to be included in the web site

2.0

Services

The Contractor shall provide services including, but not limited to:

- Provide technical assistance when needed
- Monitoring for 1 month after finishing upgrade
- Training and necessary written documentation for in-house maintenance including easy tool for basic updates
- Other website support services on a per hour rate

3.0

Quality Control

Contractor shall notify the Authority no less than three (3) working days prior to starting work. This is to ensure that Contractor is meeting deadlines, scope of

work, etc. The Water Authority shall be given the opportunity to inspect the progress of work throughout the contract period.

4.0

Final Setup

By the end of the project a complete website should be in place on the domain name. All setup at the Water Authority's website and the hosting company should be finalized including website file back-up. The Contractor shall provide a final report of all services provided and a list of deliverables including the new website upgrade files.

EXHIBIT "B"

DRAFT AGREEMENT

**AN AGREEMENT BETWEEN THE
LAKE COUNTY WATER AUTHORITY**

AND

XXX

WEB SITE UPGRADE & SERVICES

THIS AGREEMENT, entered into as of this _____ day of _____, 2019, by and between XXX, authorized to do business in the State of Florida, hereinafter called "XXX", and the Lake County Water Authority, a public corporation in Lake County, Florida, hereinafter called "AUTHORITY".

WITNESSETH:

Whereas the AUTHORITY desires to acquire the services of a qualified website design contractor to furnish all necessary design, and services required to successfully complete the Water Authority's Website Upgrade and Services, as detailed in the specifications and requirements for the project.

Whereas the AUTHORITY has publicly submitted a Request For Bids (Bid# 2019-05), publicly opened on January 9, 2018, at 4:00 p.m., and the lowest acceptable bid was submitted by XXX.

Whereas the AUTHORITY desires to engage XXX to provide these services as a qualified website design contractor.

NOW, THEREFORE, the parties hereto listed above do mutually agree as follows:

1. XXX shall provide and furnish all necessary materials, transportation, and labor required to successfully complete all necessary design, and services as outlined in Attachment 1, **BID SPECIFICATIONS**, dated December 5, 2018.
2. XXX shall perform all services expeditiously and in a manner that is consistent with professional skill and care.

3. XXX shall comply with all the terms and conditions of this Agreement associated with the website upgrade & services for the AUTHORITY on or before March 15, 2018 at 5:00 p.m. Failure to complete the work within the time specified shall invoke the penalties described in paragraph 6. of **TERMS OF AWARD AND EXECUTION OF CONTRACT**.
4. AUTHORITY is aware that there exist certain conditions not under the direct control of XXX, that could cause XXX delays in completing the website Upgrade & services by the March 15, 2018 deadline. XXX and AUTHORITY will be responsible to notify each other in writing if any such delays occur. If such postponement should occur and the completion date of the website Upgrade & services should be delayed, XXX will be given an extension based on the actual number of working days that the access or materials were delayed beyond March 15, 2018. The actual number of extension days will be provided to XXX in writing by the AUTHORITY.
5. AUTHORITY shall pay XXX for services rendered in accordance with the terms and conditions as outlined in paragraph 4. of **TERMS OF AWARD AND EXECUTION OF CONTRACT**, and in the amount of \$ _____ as bid by XXX (Attachment 1-Bid Form). XXX will, upon successful completion of the website Upgrade & services to the satisfaction of the AUTHORITY, submit to the AUTHORITY an invoice for the actual services rendered. The AUTHORITY shall pay XXX for the appropriate services within thirty (30) days, as set forth in the above referenced payment terms.
6. AUTHORITY and XXX both agree that at all times and for all purposes within the scope of this Agreement, the relationship of XXX to the AUTHORITY is that of independent contractor and not that of employee. No statement contained in the Agreement shall be construed so as to find XXX an employee of the AUTHORITY, and XXX shall be entitled to none of the rights, privileges or benefits of AUTHORITY employees.
7. XXX warrants to the AUTHORITY that it meets all necessary licensing, insurance and worker's compensation requirements and that it files all state and federal payroll taxes as required by law.
8. XXX agrees that it will not contract for or accept employment for the performance of any work or services with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the AUTHORITY.
9. AUTHORITY and XXX each binds itself and its successors, legal representatives and assigns to the other party to this Agreement, and to the partners, successors, legal representatives, and assigns of such other party, in respect to all covenants of this assign or transfer their interest in this Agreement without the written consent of the other.
10. XXX agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age or national origin

and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment advertising, layoff or termination, rates of pay, or other forms of compensation; and selection for training, including apprenticeship.

11. XXX shall defend, save, and hold harmless the AUTHORITY from any and all claims and demands for compensation for injuries and property damages arising from, out of, or occurring because of acts or omissions of action by XXX, their agents, servants, or employees while in the performance of the provisions of this contract during the life hereof, or thereafter as directly or indirectly connected with said contract.
12. AUTHORITY and XXX both agree that any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when reduced to writing and duly signed by both parties.
13. This Agreement embodies the whole understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or Agreements, either verbal or written, between the parties hereto. It is understood and agreed that Attachment 1, **BID SPECIFICATIONS**, dated December 5, 2018, including the **BID FORM**, attached hereto and incorporated herein by reference, shall be part of this Agreement as if reproduced in whole herein. In case of a conflict between this Agreement and the Bid Specifications, it will be the terms and provisions of this Agreement that shall govern.
14. AUTHORITY may at any time, give written notice to XXX to terminate this agreement in whole or part, either for the AUTHORITY'S convenience or because of the failure of XXX to fulfill its Agreement obligations.
 - (A) Upon receipt of such notice, XXX shall:
 - (I) immediately discontinue all services affected (unless the notice directs otherwise).
 - (II) deliver to the AUTHORITY all materials and other such information as may have been accumulated or produced by XXX in the performance of this Agreement, whether completed or in process of completion.
 - (B) If the termination is for the convenience of the AUTHORITY, XXX shall be paid compensation for services performed to the date of termination.
 - (C) If the termination is due to the failure of XXX to fulfill its Agreement obligation, the AUTHORITY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, XXX shall be liable to the AUTHORITY for reasonable additional costs occasioned to the AUTHORITY thereby. XXX shall not be liable for such additional costs beyond the control and without the fault or negligence of XXX.

- (D) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that XXX had not so failed, the termination shall be deemed to have been effected for the convenience of the AUTHORITY
 - (E) The rights and remedies of the AUTHORITY provided in this Section are in addition to any other rights and remedies provided by law or under this Agreement.
15. If the AUTHORITY incurs any expense in enforcing the terms of the Agreement, whether suit be brought or not, XXX agrees to pay all such costs and expenses, including but not limited to, court costs, interest and reasonable attorney's fees.
 16. This agreement shall be governed by the Laws of Florida. Venue for any Court proceedings or litigation shall be in the County or Circuit Court in Lake County, Florida.

IN WITNESS WHEREOF, the AUTHORITY and XXX have executed this Agreement as of the date first written above.

LAKE COUNTY WATER AUTHORITY

Micahel J. Perry, Executive Director

Attest:

WEBSITE DESIGN CONTRACTOR

CONTRACTOR'S REPRESENTATIVE

Witness

Witness