



# City of Milton

P.O. Box 909, MILTON, FL 32572

Phone: (850) 983-5438 ∞ Fax: (850) 983-5415

## MEMORANDUM

TO: Interested Parties  
FROM: Diane Ebentheuer, Purchasing Officer  
RE: ITB 2023.07 Mobile Stage  
DATE: January 20, 2023

Notice is hereby given that the City of Milton will receive sealed bids for **purchase of a Mobile Stage**. The documents contain the necessary information for preparing and submitting your bid for this effort.

Information is available on the City's web page at <https://MiltonFL.org/322/Purchasing>. There you may also register thru [VendorRegistry.com](http://VendorRegistry.com) (there is no charge to join); and/or thru [BidNetDirect.com/florida/city-of-milton](http://BidNetDirect.com/florida/city-of-milton) (there is no charge to join); and/or thru [DemandStar.com](http://DemandStar.com) (there is no charge to join); and/or [Office of Supplier Diversity](http://Office of Supplier Diversity).

All must review the Scope of Services and Project Description as described in this document to ensure their ability to perform as indicated.

The deadline for submitting your sealed bid is:

**Thursday, February 9, 2023 at 2:00 p.m., (CST)**

**Delivered: City of Milton, 6738 Dixon Street, Milton, Florida, 32570**

**Mailed: City of Milton, P.O. Box 909, Milton, FL 32572**

Questions should be submitted in writing and directed to the Purchasing Department at (850) 983-5438; or by e-mail to [DEbentheuer@miltonFL.org](mailto:DEbentheuer@miltonFL.org) by Wednesday, February 1, 2023 at 2:00 p.m. Answers will be posted by Thursday, February 2, 2023 at 2:00 p.m. (CST)

Interpretations, clarification of specifications, and requirement or changes to the documents which have a material effect will be documented and communicated only by written addendum posted on the City web page, Vendor Registry, Bid Net Direct, and DemandStar. All are responsible for checking for any addendums that may be issued, and to obtain such addendums.

*Diane Ebentheuer*

Diane Ebentheuer, Purchasing Officer

**INSTRUCTIONS**  
**ITB 2023.07 Mobile Stage**

**I. Deadlines/Dates:**

- Invitation to Bid Published: January 20, 2023
- Questions Deadline: Wednesday, Feb 1, 2023 @ 2:00 p.m. (CST)
- Answers Posted by: Thursday, Feb 2, 2023 @ 2:00 p.m. (CST)
- **Bids Due: Thursday, Feb 9, 2023 @ 2:00 p.m. (CST)**

**II. Contact Information:**

Contact: Diane Ebentheuer, Purchasing Officer  
Phone: (850) 983-5438  
Email: [DEbentheuer@miltonFL.org](mailto:DEbentheuer@miltonFL.org)

**III. Bids Must be Complete and Include:**

1. Bidder's/Proposer's Declaration (page 3-4)
2. Bid Form (page 5)
3. Public Entity Crime Form F.S. 287.133(3)(A) (**City Website**)
4. Drug-Free Workplace Form F.S. 287.087 (**City Website**)
5. Non-Collusion Affidavit (**City Website**)
6. Conflict of Interest Disclosure Form (**City Website**)
7. E-Verify Statement of Compliance (**City Website**)

**City Website address:** <https://MiltonFL.org/322/Purchasing>

**IV. Copies:** Please provide one (1) original, and four (4) copies of your bid/proposal.

**V. Faxed or emailed submittals are not accepted.**

**Submittals can be mailed to:**

City of Milton  
Purchasing Department  
P. O. Box 909  
Milton, FL 32572

**or delivered to:**

City of Milton  
Purchasing Department  
6738 Dixon Street  
Milton, FL 32570

Submittals must be sealed and marked:

To: CITY OF MILTON

**VENDOR Name:** \_\_\_\_\_

**SEALED BID \* DO NOT OPEN**

**Sealed ITB#: 2023.07**

**Title: Mobile Stage**

**DUE DATE/TIME: Thursday, 02/09/2023 / 2:00 p.m. (CST)**



## **BIDDER'S/PROPOSER'S DECLARATION**

### **ITB 2023.07 Mobile Stage**

The bidder/proposer understands, agrees, and warrants:

1. These items apply to and become a part of the terms and conditions of the bid/proposal submitted. Any exceptions must be in writing.
2. All bids submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all bids, to waive any technicalities and formalities in the bid process, and to award the bid in part or in any manner deemed to be in the best interest of the City.
3. All proposals submitted shall be subject to acceptance or rejection. The City of Milton specifically reserves the right to accept or reject any or all proposals, to waive any technicalities and formalities in the proposal process, and to award the proposal in part or in any manner deemed to be in the best interest of the City.
4. The City of Milton is exempt from sales tax.
5. Contractors are responsible for any sales tax on purchases for the project.
6. The City of Milton will receive sealed bids/proposals from interested parties at its offices located at City Hall, Milton, Florida. Any submittal received after the deadline will **not** be considered.
7. Bids/proposals will be publicly opened and read at the City of Milton, City Hall on the day and at the hour specified.
8. The City of Milton may consider as non-responsive, any bid/proposal in which there is an alteration of, or departure from the bid/proposal form hereto attached.
9. The bid/proposal will be awarded to the lowest most responsive reliable firm complying with the conditions of the bid/proposal. The firm to whom award is made will be notified as soon as possible. The City of Milton reserves the right to reject the bid/proposal of a firm who has previously failed to perform properly or complete on time, contracts of a similar nature, or the bid/proposals of a firm who, in the sole opinion and discretion of the City of Milton is not in a position to perform the contract, or whose name appears on the United States Comptroller General's list of ineligible contractors.
10. The City of Milton reserves the right to award to multiple vendors.
11. Interested Parties shall submit all required forms and information simultaneously with their sealed bid/proposal. Forms and information become a part of the property of the City of Milton and will not be returned to the firm unless a written request to withdraw is received prior to opening of bids/proposals.
12. For Bids-Additional Quantities: For a period not exceeding twelve (12) months from the day of the solicitation opening, the right is reserved to purchase any number of additional items at the prices offered in this solicitation. If additional quantities are not acceptable, the bid form shall be noted "offer is for specified quantity only."
13. **For Bids/NOTE:** Unless stated on the bid form, the bid submitted will assume all specifications will be met. Please note all exceptions on the bid form.
14. The successful bidder/proposer will be required to submit additional forms, which are available on the City's website at <https://MiltonFL.org/322/Purchasing> at the bottom of the page.
  - Certificate of Non-Discrimination
  - W-9 Taxpayer Identification Number

- Vendor Application
  - Certificates for Liability, Vehicle, and Worker’s Comp Insurance.  
(City is to be named as additional insured.) Limitations are listed online.
  - Prompt Payment Affidavit
15. That they have carefully read and fully understand the full scope of the specifications.
  16. That they have the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
  17. All bidders/proposers are responsible for checking for any addendums that may be issued. Addendums are posted on the City web page, Bid Net Direct, and Vendor Registry.
  18. If required- That they have Liability Insurance, and/or Vehicle and Workers Comp Insurance. (A declaration of insurance form must be provided before any work will begin.)
  19. (Service Contracts Only) Pursuant to Florida Statute 119, the contractor must follow all public records law. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (850)983-5402, [CityClerk@MiltonFL.org](mailto:CityClerk@MiltonFL.org) OR P.O. BOX 909, MILTON, FL 32572.** A contractor who fails to provide the public records to the City within a reasonable time may also be subject to penalties under Florida Statute 119.10.
  20. **For all Contracts - Contractors should take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible.** (Appendix II Part 200 of 2 CFR 200 (B) [gov.info](http://gov.info))
  21. That this bid/proposal may be withdrawn by requesting such withdrawal in writing at any time prior to opening date, but may not be withdrawn after such date and time.
  22. That by submission of this bid/proposal the firm acknowledges that the City of Milton has the right to make any inquiry or investigation it deems appropriate to substantiate or supplement information supplied by the firm.
  23. If a partnership, a general partner must sign. If a corporation, the authorized corporate officer(s) must sign, and the corporate seal must be affixed to this bid/proposal.
  24. Recommendations are posted on city web page via agendas prior to award.
  25. Any protests are handled per the City’s Purchasing Policy and F.S. 120.57(3).

**BIDDER:** \_\_\_\_\_  
Company Name

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\_\_\_\_\_

Address/City/Zip

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_____	_____
Phone	Email

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_____	_____
Contact Name	Title

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_____	_____
Company Representative <u>Signature</u>	Date



## **PURPOSE, SCOPE OF WORK, AND QUALIFICATIONS**

### **ITB 2023.07 Mobile Stage**

#### **A. GENERAL INFORMATION:**

The City of Milton desires to purchase one (1) Mobile Stage that is street legal.

#### **B. DESCRIPTION OF MOBILE STAGE:**

The City of Milton is looking to acquire a new mobile stage for use in its Bands on the Blackwater Concert Series as well as for use in other City-run or City-sponsored events. The ideal product will provide 440 square foot of stage space or greater.

#### **Minimum Specifications:**

- Street Legal
- 14' wide
- 32' - 36' long configuration
- self-contained fully hydraulic floor and roof operation
- four-corner leveling
- downstage lighting
- T-bar mounts
- ceiling-mounted lighting for interior illumination
- winch or hydraulic-operated stairway with handrail
- exterior storage compartments
- built-in electrical distribution panel with outlets
- stage skirting.
- Staff training for operation of stage
- 5 years of annual certification for Operational and Safety
- Full specifications/drawings must be included with bid

Additional options may be accepted.

#### **C. DELIVERY TIME:**

**90 days from award is the preferred delivery- must disclose on bid form.**

#### **D. SPECIAL CONDITIONS:**

**Must provide proof that the stage is "Certified Operational & Safe".**

**And, the price quoted must include 5 years of annual certification.**

#### **E. FORCE MAJEURE:**

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under this Contract or interruption of performance resulting directly or indirectly from acts of God, civil, or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, accidents, fire, explosions, earthquakes, floods, water, wind, lightning, strikes, labor disputes, shortages of suitable parts, materials, labor, or transportation to the extent such events are beyond the reasonable control of the party claiming excuse from liability resulting there from.

**F. MODIFICATIONS:**

Modifications to provisions of this contract shall only be valid when they have been rendered in writing and duly signed by both parties. The Parties agree to negotiate this contract if stated revisions of any applicable laws, regulations or increases/decreases in allocations make changes to this contract necessary.

**G. TERMINATION:**

This contract may be terminated by either party upon no less than thirty (30) calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Said notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. In the event of termination, the vendor will be paid for all costs incurred and hours worked up to the time of termination.