



# 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 2022.10 Concrete Curbing/Driveway/Sidewalk Annual Contract  
 DATE: 09/01/2022

Notice is hereby given that the City of Milton will receive sealed bids for Concrete Curbing/Driveway/Sidewalk Annual Contract. 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](#).

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:

**Wednesday, October 5, 2022 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 Monday, September 26, 2022 at 2:00 p.m. Answers will be posted by Wednesday, September 28, 2022 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 2022.10 Concrete Curbing/Driveway/Sidewalk Annual Contract

#### I. **Deadlines/Dates:**

- Invitation to Bid Published: September 1, 2022
- Questions Deadline: Monday, Sept 26, 2022 @ 2:00 p.m. (CST)
- Answers Posted by: Wednesday, Sept 28, 2022 @ 2:00 p.m. (CST)
- **Bids Due: Wednesday, Oct. 5, 2022 @ 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 3-5)
2. Bid Form (page 6)
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) electronic copy, one (1) original, and four (4) copies of your bid/proposal.

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

**Sealed bids 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#: 2022.10**

**ITB Title: Concrete Curbing/Driveway/Sidewalk Annual Contract**

**DUE DATE/TIME: October 5, 2022 / 2:00 p.m. CST**



**BIDDER'S/PROPOSER'S DECLARATION**  
**ITB 2022.10 Concrete Curbing/Driveway/Sidewalk Annual Contract**

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. Sealed bids or proposals >\$250,000 have special requirements for procurement and must comply with the below:
    - a. **Compliance Supplement - President's executive Order Numbers 11246 and 11375** which prohibit discrimination in employment regarding race, creed, color, sex, or national origin. (2 CFR 200 Appendix XI [whitehouse.gov](http://whitehouse.gov))
      - Inclusion of goals for minority participation in construction are 6.9% for women.
      - % for minorities as prescribed by appendix B-80, Federal Register, volume 45, No. 194, October 3, 1980.
    - b. **Title VI of the Civil Rights Act of 1964** (Department of Labor [dol.gov](http://dol.gov))
    - c. **Title 45 CFR Required Items ([govinfo.gov](http://govinfo.gov)):**
      - **Anti-Kickback Act** (title 45 CFR 2543.82)
      - **Davis Bacon Act** (title 45 CFR 2543.83)
      - **Contract Work Hours and Safety Standards Act** (title 45 CFR 2543.84)
      - **Byrd Anti-Lobbying Amendment** (45 CFR 2543.87)
  21. Federal Award Contracts - Selected Contractor must comply with:
    - **Termination for Cause and Convenience** - All contracts or purchase orders in excess of \$10,000 must address by the non-Federal entity including the manner by which it will be affected and the basis for settlement, (Appendix II Part 200 of 2 CFR 200 (B) [gov.info](http://gov.info))
    - **Contract Clauses for Contract Provisions for Non-Federal Entity Contracts Under Federal Awards** (2 CFR 200 Uniform Guidance Appendix II [gov.info](http://gov.info))
  22. **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))

- 23. 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.
- 24. 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.
- 25. 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.
- 26. Recommendations are posted on city web page via agendas prior to award.
- 27. 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
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**BID FORM**  
**ITB 2022.10 Concrete Curbing/Driveway/Sidewalk Annual Contract**

ITEM	UNIT PRICE
<b>1. Concrete Curb (layback or FDOT Type F)</b>	
a. Remove and replace existing curb	\$ _____ / L.F.
b. New curb	\$ _____ / L.F.
<b>2. Sidewalks</b>	
a. 4" Thick	\$ _____ / S.F.
b. 6" Thick (including driveways)	\$ _____ / S.F.
<b>3. Mobilization Charge (applies to any work less than 50 linear feet of curb or 150 square feet of flat work)</b>	\$ _____ / E.A.

**License # \_\_\_\_\_**

**Acknowledgement of Addendums: \_\_\_\_\_ (list numbers or N/A)**

**Additional Costs, Special Exceptions, Notes or Comments:**

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**The undersigned agrees to the above terms and conditions.**

**BIDDER: \_\_\_\_\_**

Company Name

Address/City/Zip

Phone

Email

Contact Name

Title

Company Representative Signature

Date

**PURPOSE, SCOPE OF WORK, AND QUALIFICATIONS**  
**ITB 2022.10 Concrete Curbing/Driveway/Sidewalk Annual Contract**

**A. GENERAL INFORMATION:**

The City of Milton will receive Bids for Concrete Curbing/Driveway/Sidewalk Annual Contract for all City owned public facilities. The facilities include, but are not limited to streets, parks, easements, storm water facilities, parking lots or as may be required. This CONTRACT will include any concrete work related to, but not limited to curbing, driveways, sidewalks, storm water structures or any other formed or flat surfaced concrete as may be required.

The CONTRACT will provide for a set unit price rate for the type of work listed.

Prior to each project or task requested, the CONTRACTOR may be required to provide a written estimate for the proposed work to be performed. The CITY will follow the approved Purchasing Policy as to staff's approval limits and/or if additional quotes or bids may be required. The CITY will provide access to any and all equipment manual, plans, specification, records and/or any other materials that may be helpful for the CONTRACTOR to perform work task.

The CONTRACT will only be awarded to those companies who are properly insured and licensed. A current copy of the insurance and license will be required prior to approval of the CONTRACT. The CONTRACT will be for one (1) year and may be renewed annually with both parties' consent. The CONTRACT will be re-advertised at least once every five (5) years. **The first CONTRACT period will be from date of award to September 30, 2023. Then, each year from October 1 to September 30 of the following year.**

**B. SCOPE OF SERVICES: ANNUAL CONCRETE CURBING/DRIVEWAY/SIDEWALK CONTRACT:**

**Concrete:** All concrete shall be 3000 psi strength and a slump to meet the conditions of the pour. All finishes shall be as directed by the City. All joints shall be saw cut and placed at intervals in order to present the look desired. All new or next pour concrete shall have an expansion joint placed.

**Existing Curbing:** If the project includes the removal and replacement of existing curb, the Contractor shall remove the existing curb and dispose of at a predesignated City owned site. The Contractor will then saw cut the edge of the existing asphalt to the required line. The new curb will be formed and poured to the required profile (layback or FDOT Type F), line and grade.

**New Curbing:** All new curbing shall be either a layback or FDOT Type F.

**Sidewalk (6"):** All concrete sidewalks or driveways that will be rated for traffic shall be poured 6" and shall be reinforced as may be necessary.

**Sidewalk (4"):** All concrete sidewalks (non-traffic rated) shall be poured 4" and shall be non-reinforced. The width shall be 5' unless otherwise noted.

**C. LICENSES as required by Santa Rosa County.**

**D. INSURANCE REQUIREMENTS:**

Contractor shall obtain and maintain the minimum insurance coverage set forth below. By requiring such minimum insurance, the City of Milton shall not be deemed or construed to have

assessed the risk that may be applicable to the Contractor. Contractor shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. Contractor is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

Contractor shall carry the following limits of liability as required below: Dollar amounts may change in accordance with the event or project. Events may include Food and liquor liability.

**1. Commercial General Liability - ISO CG 001 Form or equivalent.**

General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Each Occurrence Limit	\$1,000,000
Personal/advertising Injury	\$1,000,000
Fire Damage (Any One Fire)	\$50,000
Medical Payments (Any One Person)	\$5,000

**2. Automobile Liability**

Bodily Injury/Property Damage	\$1,000,000 each accident
Personal Injury Protection (PIP)	Statutory

**3. Workers' Compensation**

Coverage A (Workers' Compensation)	Statutory
Coverage B (Employers Liability):	
➤ Each Accident	\$100,000
➤ Disease-Each Employee	\$500,000
➤ Disease-Policy Limit	\$100,000

**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.