



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: RFP 2021.08 CDBG Admin Services Clyde Gracey Community Center Expansion
DATE: 09/29/2021

Notice is hereby given that the City of Milton will receive sealed proposals for RFP 2021.08 CDBG Admin Services Clyde Gracey Community Center Expansion. The bid documents contain the necessary information for preparing and submitting your bid for this effort.

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

All bidders 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 Proposal is:

Wednesday, October 20, 2021 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 Purchasing@MyMiltonFlorida.com by Monday, October 11, 2021 at 2:00 p.m. Answers will be posted by Wednesday, October 13, 2021 at 2:00 p.m. (CST)

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

Diane Ebentheuer

Diane Ebentheuer, Purchasing Officer

INSTRUCTIONS FOR BIDS

RFP 2021.08 CDBG Admin Services Clyde Gracey Community Center Expansion

I. **Deadlines/Dates:**

- Invitation to Bid Published: September 29, 2021
- Questions Deadline: Monday, Oct 11, 2021 @ 2:00 p.m. (CST)
- Answers Posted by: Wednesday, Oct 13, 2021 @ 2:00 p.m. (CST)
- **Bids Due: Wednesday, Oct 20, 2021 @ 2:00 p.m. (CST)**

II. **Contact Information:**

Contact: Diane Ebentheuer, Purchasing Officer
Phone: (850) 983-5438
Email: Purchasing@MyMiltonFlorida.com

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

1. Bidders Declaration (page 3-5)
2. Proposal Content & Format as described (page 7-8)
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**)
8. Certificate Regarding Debarment (For grant projects. See **City Website**)

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

IV. **Copies:** Please provide one (1) original, and four (4) copies of your proposal. Faxed or emailed proposals are **not** accepted.

V. **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

Bids must be sealed and marked:

To: CITY OF MILTON

VENDOR Name: _____

SEALED BID * DO NOT OPEN

Sealed RFP#: 2021.08

RFP Title: CDBG Admin Services Clyde Gracey Community Ctr Exp

DUE DATE/TIME: October 20, 2021 / 2:00 p.m. (CST)



BIDDER'S DECLARATION

RFP 2021.08 CDBG Admin Services Clyde Gracey Community Center Expansion

The firm/bidder understands, agrees, and warrants:

1. These items apply to and become a part of the terms and conditions of the bid 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. That the City of Milton reserves the right to reject any or all proposals and to accept that proposal which will, in its opinion, best serve the public interest. The City of Milton reserves the right to waive any technicalities and formalities in the proposal process.
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 from interested parties at its offices located at City Hall, Milton, Florida. Any bid received after the bid deadline will **not** be considered.
7. Bids 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 in which there is an alteration of, or departure from the proposal form hereto attached.
9. The bid will be awarded to the lowest most responsive reliable firm complying with the conditions of the bid. 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 of a firm who has previously failed to perform properly or complete on time, contracts of a similar nature, or the bid 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 sealed bid. 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.
12. 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. **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 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 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. That they have Liability Insurance, and/or Vehicle and Workers Comp Insurance – if required. (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, DNobles@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 11 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)
 - c. **Title 45 CFR Required Items (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)
 - **Contract Clauses for Contract Provisions for Non-Federal Entity Contracts Under Federal Awards** (2 CFR 200 Uniform Guidance Appendix II 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)
 23. That this bid may be withdrawn by requesting such withdrawal in writing at any time prior to bid opening but may not be withdrawn after such date and time.

- 24. That by submission of this bid 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.
- 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

Address/City/Zip

Phone _____ Email _____

Contact Name _____ Title _____

Company Representative Signature _____ Date _____

PURPOSE, SCOPE OF WORK, AND QUALIFICATIONS
RFP2021.08 CDBG Admin Services Clyde Gracey Community Century Expansion

A. PURPOSE:

1. The City of Milton, in accordance with 2 CFR 200, Rule 73c-23, and applicable Florida Statutes is requesting proposals from qualified individuals or firms to provide professional administrative and management services relative to implementation of the City's proposed FFY 2021 Community Development Block Grant (CDBG) CV Project.
2. The project will consist of the expansion and renovation of the Milton community center to provide adequate, flexible space to prepare our community for a severe pandemic, as well as, to meet our community's growing senior and youth program needs. Estimated budget for the CDBG-funded project is \$5,000,000 which will include construction, architectural services, and administration. The general administration budget is limited to \$50,000, however, additional services such as Davis-Bacon compliance, bidding and process environmental review can be billed at an additional hourly rate.

B. SCOPE OF SERVICES:

The individual or firm selected shall be required to provide professional administrative and management services whose level and scope will be determined by the City of Milton. Specific administrative services required shall include, but not be limited to:

1. Assist the City in meeting financial, administrative, and bookkeeping requirements of the program, including preparation of drawdown requests.
2. Assist the City in meeting the recordkeeping requirements of the program, including the establishment and maintenance of an acceptable filing system.
3. Assist the City in contract administration and monitoring requirements of the program, including enforcement of compliance requirements.
4. Furnish the City with forms necessary for the implementation of project activities included in the approved application.
5. Act as a liaison between the City, the project engineer or architect, and the Construction Contractor(s), and Florida Department of Economic Opportunity (DEO) to ensure an efficient, smoothly managed program.
6. Prepare any program amendments as necessary during the duration of the project.
7. Prepare and coordinate the submission of the appropriate documents to DEO for program close-out and completion.
8. Preparation of an Environmental Assessment including advertisements and correspondence.

C. SCHEDULE OF WORK PERFORMANCE:

1. Proposers are advised that the capacity to initiate and coordinate all administrative services in a timely and efficient manner is a significant factor. The offerer chosen must be prepared to commence the administration and coordination of project activities immediately upon the execution of a contractual agreement between the City and the firm (individual) selected.

2. Proposers who cannot meet this project schedule will be automatically eliminated from further consideration.

D. TYPE OF CONTRACT:

1. The City of Milton intends to negotiate a firm fixed fee contract or "cost not to exceed" type contract for general administration services herein requested plus an hourly administration rate for Davis-Bacon compliance, completion of an Environmental Review and procurement and bidding of a contractor/architect.
2. All proposers' qualifications will be evaluated, and the most qualified administrative proposer will be selected.

E. SUBMITTAL INSTRUCTIONS:

1. All proposals must be submitted in writing by 2:00 P.M. (CST) on October 20, 2021, to receive consideration. Proposers mailing their proposals should allow normal delivery time to ensure receipt of their proposals by the City of Milton. Proposals should be addressed to: City of Milton – CDBG BID, P.O. Box 909, Milton, FL. 32572 or hand-delivered to Milton City Hall, at 6738 Dixon Street, Milton, Florida prior to the submission deadline.
2. All proposals must be sealed and clearly marked on the outside "FFY 2021 CDBG Project Administration Proposal", with the proposer's name and address. Proposals should be submitted in an original and 4 copies.
3. Questions concerning the "RFP" should be directed to Diane Ebentheuer, Purchasing Officer at (850) 983-5438 and emailed to: Purchasing@mymiltonflorida.com. Proposers not selected will be promptly notified.

F. PROPOSAL CONTENT AND FORMAT

1. All proposals must be submitted in accordance with the instructions outlined herein to receive consideration. Any proposer submitting inadequate, incorrect, or incomplete information may not receive consideration. Proposals should be brief and to the point. The City of Milton reserves the right to waive irregularities in the proposal, reject any and all proposals and to request additional information from proposers if deemed necessary.
2. Letter of Transmittal: The proposer shall submit a "Letter of Transmittal" which shall as a minimum contain the following:
 - a. State the location of the office from which the work is to be accomplished.
 - b. Describe the firm's general qualifications and the range of activities performed by the firm.
 - c. Briefly state the proposer's familiarity with the needs and conditions existing in the City of Milton as well as their knowledge of the proposed project.
 - d. Indicate if personnel of the proposer have previously developed and/or administered any CDBG or similar grant projects for the City of Milton and/or for other jurisdictions.
 - e. Certify that the proposer will provide professional guidance to the City relative to compliance with applicable federal, state, and local laws and regulations.
 - f. Indicate if your firm is a Certified Minority Business Enterprise.

- g. Provide any additional information that the proposer feels is essential to their proposal.
 - h. State that the person signing the "letter of transmittal" is authorized to bind the proposer.
3. All proposals shall include each of the following attachments:
- a. Attachment A: Indicate why the proposer feels uniquely qualified to undertake the required program administration and management services.
 - b. Attachment B: Describe the technical approach to be taken in addressing the scope of work, including a delineation of specific tasks to be undertaken.
 - c. Attachment C: Describe the work management plan to be utilized by the proposer. The description should include a project schedule showing estimated start and completion dates of all major tasks and individuals responsible for implementation and completion of said tasks. Identify all persons to be assigned to this project and outline the nature of their responsibilities. Include a description of relevant work experience for each person assigned to this project.
 - d. Attachment D: Identify the total number of CDBG projects that the proposer developed and/or administered. Present a cumulative total of projects as well as dollar amount of grant assistance in which personnel of the proposer were instrumental in the development of the application and/or administration of the program following funding approval. Include the names and phone numbers of the jurisdiction's contact person.
 - e. Attachment E: Identify other areas of consulting expertise provided by the proposer and not referenced previously.
 - f. Attachment F: It is the intent of the City of Milton to evaluate the qualifications of all proposers and select the offerer whose proposal is deemed most advantageous to the City. Under this attachment, the proposer shall indicate the lump sum, percentage, or hourly rate fee for the proposed services and breakdown of the costs associated therewith. The DEO approved budget and contracted administrative costs; by similar entities, for similar type projects shall serve as the parameter for administrative fees. Furthermore, the proposer shall certify that to the best of their knowledge and belief all the information herein submitted for consideration and evaluation is true, correct, and accurate.

G. EVALUATION CRITERIA

All proposals received shall be evaluated utilizing the following criteria and scoring:

<u>CRITERIA</u>	<u>MAX POINTS AVAILABLE</u>	
1. Firm's experience with the Community Development Block Grant program	15	_____
2. Management Plan	15	_____
3. Ability to devote the needed time to the project based on current workload	15	_____
4. Availability of adequate personnel and technology	15	_____
5. Previous Experience in USDA Rural Development projects	15	_____
6. Firm's reputation and competence including education, training, and quality of work	15	_____

7. Proposed fee	5	_____
8. MBE or WBE Business (No=0, Yes=5)	<u>5</u>	_____
TOTAL	100	_____

H. 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

I. 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.

J. 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 this this contract necessary.

K. 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.