



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 2021.09 CDBG Engineering Services Clyde Gracey Community Center Expansion
DATE: 09/29/2021

Notice is hereby given that the City of Milton will receive sealed bids for RFP 2021.09 CDBG Engineering 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 bid 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

RFP2021.09 CDBG Engineering 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 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 bid. 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 ITB#: RFP 2021.09

RFP Title: CDBG Engineering Svcs Clyde Gracey Community Ctr Exp

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



BIDDER'S DECLARATION

RFP2021.09 CDBG Engineering 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
RFP2021.09 CDBG Engineering Services Clyde Gracey Community Center Expansion

A. PURPOSE:

The City of Milton, in accordance with DEO policy and applicable components of Rule 73C-23, F.A.C., 2 CFR 200, Section 287.055, F.S. "Consultants Competitive Negotiations Act", and the City's CDBG Procurement Policy is requesting proposals from qualified engineering firms to provide engineering construction inspection services relative to the City's proposed FFY 2021 Community Development Block Grant (CDBG) - CV Project.

The project will consist of the expansion of the City's Community Center. The 2002 masonry, one-story, 24,132 heated square foot building currently has eight bathrooms and is located on a large parcel of land (17-acres) with adequate parking. The renovations will more than double the size of the facility and will include the following amenities:

- Automatic, Hands-Free ADA Entrance Doors
- Youth and Main Entrance Lobbies with Staff Observation Stations
- Restrooms (Individual and Family) with Hands-Free ADA Fixtures and Entrances
- Emergency Shelter Supply Storage and/or Personal Protection Equipment Storage
- Reception Area to provide Security and/or Public Assistance
- Large Dividable Gym and/or Community Triage Capability
- Large and Medium Activity and/or Isolation/Quarantine Rooms with Separate Hand Hygiene and Toilet Facilities
- Small Office Suites and/or Exam Rooms
- Information Technology Upgrades and Connectivity Improvements
- Computer Lab/Telecommunication Rooms
- Clear Graphic Signage for Directions, Wayfinding, Room Capacity, Etcetera
- Occupancy Sensors in Offices and Common Spaces
- HVAC System Ultraviolet/Germicidal Devices and Humidifiers
- Increased Ventilation or Air Filtration Systems
- Antiviral Surfaces and Coatings
- Hurricane Protection Retrofits
- Emergency Generator and Switch Gear

Estimated budget for the CDBG-funded project is \$5,000,000 which will include construction, engineering, and administration. Estimated project timeline is 18-months. Since the project will be a CDBG-CV project, include all previous experience with CDBG funded construction activities.

B. SCOPE OF SERVICES:

The engineering firm selected shall be required to provide professional technical and engineering services whose level and scope will be determined by the City of Milton.

Specific engineering services required shall include, but not be limited to:

1. Close coordination with the CDBG Grant Administrator who will be under contract to the City of Milton to administer the grant and oversee the project,
2. Planning, designing, and developing construction plans and specifications,
3. Preparation and submittal of applications to obtain necessary permits,
4. Preparing bid documents,
5. Soliciting and evaluating construction bids,
6. Providing construction supervision and resident inspection,
7. Approving contractors' pay requests,
8. Conducting final inspection of all construction,
9. Recommending acceptance by the City of Milton,
10. Providing "as-built" drawings following project completion.

C. SCHEDULE OF WORK PERFORMANCE:

1. Proposers are advised that the capacity to initiate and coordinate all engineering services in a timely and efficient manner is a significant factor. The proposer chosen must be prepared to commence engineering services immediately upon grant award.
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 the final design and construction inspection services requested.
2. All proposers' qualifications will be evaluated and the most qualified engineering firm selected, subject to the negotiation of fair and reasonable compensation.
3. Price will be good for 90 days.

E. RESPONSIBILITY:

1. The engineering firm selected shall be required to assume responsibility for all services offered by the firm's proposal regardless of whether they are produced "in-house" or performed under a joint or sub-contractual arrangement.
2. Such firm will be the primary point of contact regarding this project.

F. 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–CV Project Engineering 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.

G. 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 and 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. Identify all persons to be assigned to this project and outline the nature of his/her responsibilities. Include a description of relevant work experience for each person assigned to this project.
 - d. Briefly state the proposer's familiarity with the needs and conditions that exist in the City of Milton and in reference to the proposed project.
 - e. Certify that the firm can and will comply, where applicable, with all rules and regulations of the Department of Environmental Protection, the Florida Department of Transportation, and the Florida Department of Economic Opportunity (DEO). Provide any additional information that the proposer feels is essential to their proposal.
 - f. Indicate if your firm is a Certified Minority Business Enterprise.
 - g. State that the person signing the letter is authorized to bind the proposer.
3. All proposals shall include statements that:
 - a. Indicate why the proposer feels uniquely qualified to undertake the required professional engineering services.
 - b. Describe the technical approach to be taken in addressing the proposed scope of work, including a delineation of specific tasks to be undertaken.
 - 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.
 - d. Identify the proposer's prior work experience with the CDBG and similar programs. List each project separately to include jurisdiction name, type of project, and grant amount.
 - e. Identify the proposer's prior work experience with commercial construction in the State of Florida. List name, address, and phone numbers of project references.
 - f. Further, the proposer shall certify that to the best of their knowledge and belief all the information submitted for consideration and evaluation is true, correct, and accurate.

H. EVALUATION CRITERIA:

<u>Criteria</u>	<u>Points Available</u>
1. Ability to design an approach and work plan to meet the project requirements	15
2. Ability to devote the needed time to the project based on current	

workload	15
3. Ability to commence services and complete services within time parameters	8
4. Ability to observe and advise whether plans and specifications are being complied with	10
5. Experience of the firm in other similar Federally Funded Projects	15
6. Availability of adequate personnel and technology	10
7. Firm's reputation and competence including technical education, train, timeliness, cost control and quality of work	10
8. Experience in the kind of project to be undertaken	15
9. Certified Minority Firm	2
Total	100

I. **LICENSES: License required.**

J. **RESOURCES: Plans of existing building are available for inspection at City Hall upon request.**

K. 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

L. 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.

M. 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.

N. 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.