



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: 2020.07 ITB Annual Directional Boring
DATE: November 25, 2020

Notice is hereby given that the City of Milton will receive sealed bids for **Annual Directional Boring Contract**. 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:

Tuesday, December 22, 2020 at 2:00 p.m., (CST)

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

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 Wednesday, December 16, 2020 at 2:00 p.m. Answers will be posted by Friday, December 18, 2020 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
ITB 2020.07 Annual Directional Boring

I. Deadlines/Dates:

- Invitation to Bid Published: November 25, 2020
- Questions Deadline: Wednesday, December 16 @ 2:00 p.m. (CST)
- Answers Posted by: Friday, December 18 @ 2:00 p.m. (CST)
- **Bids Due: Tuesday, December 22 @ 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 (pages 3-4)
2. Bid Form & Project Information (pages 5-8)
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**)

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

IV. Copies: Please provide one (1) original, and three (3) 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#: 2020.07

ITB Title: Annual Directional Boring

DUE DATE/TIME: December 22, 2020 / 2:00 p.m. (CST)



BIDDER'S DECLARATION
ITB 2020.07 Annual Directional Boring Contract

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. 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.
11. 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."
12. **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.
13. 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

14. That they have carefully read and fully understand the full scope of the specifications.
15. That they have the capability to successfully undertake and complete the responsibilities and obligations in said specifications.
16. 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.
17. 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.)
18. (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.
19. 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.
20. 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.
21. 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.
22. Recommendations are posted on city web page via agendas prior to award.
23. 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 <u>Signature</u> _____	Date _____

BID FORM
ITB 2020.07 Annual Directional Boring Contract

	NORMAL RATE / PER LINEAR FOOT
Up to & including 3" steel, PE, & PVC Pipe	\$
4" PE & PVC Pipe	\$
4" Steel Pipe	\$
6" PE & PVC Pipe	\$
6" Steel Pipe	\$
8" PVC Pipe	\$
6" – 8" P.E. Joint Welds	\$
Over 8" quoted per job	

Please list your guaranteed **EMERGENCY** response time in hour(s) _____

State of FL Underground Utilities Contractor License# _____

Acknowledgement of Addendums: _____ *(list numbers or N/A)*
The undersigned agrees to the above terms and conditions.

BIDDER: _____

Company Name

Address/City/Zip

Phone

Email

Contact Name

Title

Company Representative Signature

Date

*******Below to be filled out by the City of Milton*******

Accepted by City of Milton

Date

Approved by City Council _____, 20____.

PURPOSE, SCOPE OF WORK, AND QUALIFICATIONS ITB 2020.07 Annual Directional Boring Contract

(Note: This section will become a part of the awarded contract document)

A. GENERAL INFORMATION:

The City of Milton is seeking a qualified firm for Annual Directional Boring Contract.

B. PROJECT BACKGROUND & PURPOSE:

The CONTRACT will provide for a set rate per linear foot for various sizes and types of piping as stated below. The rate will be for all services necessary for making a directional bore only. Contractor shall provide services to the City of Milton for all the City of Milton directional boring needs for water, sewer, and natural gas

The **CONTRACTOR** will be responsible for their own One-Call locates per job site, physically locating all utilities, any materials directly needed to make the bore, clean-up of their boring materials and mud and any personnel or property damages they cause in making the bore, necessary notifications with any and all regulatory agencies necessary to make the bore. If there is any cost of parts/materials purchased by the **CONTRACTOR**, they will be shown separately with a maximum mark-up not to exceed 20% over the parts/materials invoice amount.

The **CITY** will be responsible for providing all piping materials, necessary welding of pipe, digging of any bell holes needed. The **CITY** will be responsible for all FDOT, County or City permits required for the specific job site. With any item purchased or supplied by the **CITY**, the **CITY** understands that the **CONTRACTOR** will not be held responsible for any warranty associated with the product itself.

At least 24 hours prior to each bore being made, or as soon as possible, representatives from both the **CITY** and **CONTRACTOR** will meet at the job site to discuss the job requirements. The **CONTRACTOR** will be required to provide a written estimate for the proposed work to be performed before the work is performed.

Once work order is given to **CONTRACTOR**, the **CONTRACTOR** has up to five (5) working days to start work.

The **CITY** will provide access to all plans, specifications, 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 to do underground directional boring in both the City of Milton and Santa Rosa County. **Minimum license requirements, Underground Utility License.** 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.

Any request for change in annual rates will require 60 day written notice, at which at the end of 60 days, either party may terminate the CONTRACT in writing to the other. At any time during the time of the CONTRACT, if the **CONTRACTOR'S** license or insurance expires, becomes void, or lapses, this CONTRACT is cancelled at that time with written notice.

The City of Milton reserves the right to reject any one proposal, or all proposals, or any part of a proposal, to waive any informality in any proposal, and to award the CONTRACT as deemed to be in the best interest of the City. The CONTRACT may be terminated without clause, by either party, with a 30-day written notice.

Consideration shall be given to whether the contractor can respond to provide service in a timely manner.

C. LICENSES:

At a minimum, the successful bidder must possess a State of Florida Underground Utility Contractor License.

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. 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.

F. 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.