



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: 2023.06 Engineer Services – Russell Harber Park Dock Repair/Replacement
 DATE: January 26, 2023

Notice is hereby given that the City of Milton will receive sealed proposals for RFP 2023.06 Engineer Services – Russell Harber Park Dock Repair/Replacement. 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 (there is no charge to join); and/or thru BidNetDirect.com/florida/city-of-milton (there is no charge to join); and/or thru 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/proposal is:

Wednesday, March 1, 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 by Monday, February 13, 2023 at 2:00 p.m. Answers will be posted by Wednesday, February 15, 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

RFP 2023.06 Engineer Services – Russell Harbor Park Dock Repair/Replacement

I. Deadlines/Dates:

- Request for Proposals: January 26, 2023
- Questions Deadline: Monday, Feb 13, 2023 @ 2:00 p.m. (CST)
- Answers Posted by: Wednesday, Feb 15, 2023 @ 2:00 p.m. (CST)
- **Proposal Due: Wednesday, March 1, 2023 @ 2:00 p.m. (CST)**

II. Contact Information:

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

III. Proposals Must be Complete and Include:

1. Bidder's/Proposer's Declaration (page 3-4)
2. Attachment B – Required Documents
3. Your Proposal as described on pages 5-6

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.

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 Proposal * DO NOT OPEN

Sealed RFP#: 2023.06

Title: Engineer Services – Russell Harbor Park Dock Repair/Repl

DUE DATE/TIME: March 1, 2023 / 2:00 p.m. (CST)



BIDDER'S/PROPOSER'S DECLARATION

RFP 2023.06 Engineer Services – Russell Harbor Park Dock Repair/Replacement

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 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)
 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

Address/City/Zip

_____	_____
Phone	Email

_____	_____
Contact Name	Title

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

PURPOSE, SCOPE OF WORK, AND QUALIFICATIONS
RFP 2023.06 Engineer Services – Russell Harbor Park Dock Repair/Replacement

A. GENERAL INFORMATION:

The City of Milton is seeking an engineering firm for Russell Harbor Park Dock Repair/Replacement. Selected Engineer will also perform construction management services.

See Attachment A for Draft Contract.

See Attachment B for required documents.

NOTES:

- **Grant Project Number: FEMA-4564-DR-FL #Z2576**
- **This project will be partially funded with Federal funds from the FEMA Public Assistance Program and therefore is subject to the Federal laws and regulations associated with these programs.**
- **FEMA Public Assistance Federal procurement rules will apply. Estimates will need to be provided for wood versus steel installation, however, engineering will be requested for the steel installation as a modified/improved project.**
- **FDEM will approve modified/improved project once FEMA allocates project funding.**

B. PERMIT/LICENSES:

Submit a copy with your proposal. The Engineer of Record on the project must hold a professional engineering license in the State of Florida. The company must be licensed to do business within the State of Florida and Santa Rosa County.

C. REFERENCES:

List at least 3 project references, but no more than five (5), of work which best illustrates current qualifications relevant to this solicitation which will be performed by personnel assigned to this project. Provide information, including narrative and depictions.

D. TYPE OF CONTRACT:

After the selection process, the City intends to negotiate a LUMP SUM fee contract. Any changes beyond the approved original contract will come about using the Task Order method.

E. PROPOSAL CONTENT AND FORMAT:

1. All proposal must be submitted in accordance with the instructions outlined herein to receive consideration. Any proposed submitting inadequate, incorrect, or incomplete information may not receive consideration. Proposal should be brief and to the point.
2. Letter of Transmittal: The proposer shall submit a "Letter of Transmittal" which shall as a minimum contain the following:
 - a. Describe the firm's general qualification and the range of activities performed by the firm(s) including any and all sub-consultants.
 - b. Identify the person to be assigned to this project as the Project Manager.
 - c. Provide a brief statement of the firm's familiarity with the needs of the project.

- d. Show that the firm is licensed and in good standing to conduct engineering business in the State of Florida.
3. All proposals shall include statements that:
- a. Indicate why the proposer feels uniquely qualified to undertake the required professional engineering services and that they have experience.
 - b. Describe the technical approach to be taken in addressing the proposed scope of work.
 - c. Identify and list prior work experience. The list should include five similar projects over the last ten years.
 - d. 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.

F. RANKING EVALUATION CRITERIA/FACTORS FOR RFP'S:

Criteria	Points Available
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 a timely manner.	15
4. Experience of the firm in the design of this type of work	25
5. Prior experience with this type of work	15
6. Availability of adequate personnel and technology.	7
7. Firms' reputation and competence including technical, education, training, timeliness, cost control and quality of work.	6
8. Certified Minority Firm or involvement of a certified Minority Firm on the design Team	<u>2</u>
TOTAL	100

Selection and Contract:

Upon review of all responsive submittals using the criteria outlined above, the City shall determine a short list.

Step one: An evaluation committee will evaluate all responsive proposals based upon the information and references contained in the proposals. The committee shall score/rank each RFP, and determine a minimum of three (3), if more than three (3) proposals are qualified, to be finalists for further consideration. In the event there are less than three (3) qualified, the committee will consider all responsive proposals received.

The City reserves the right to request additional clarifying information and request an oral presentation from Proposers prior to determination of award.

Step two: The committee may then conduct discussions (oral presentations), for clarification purposes only, with the finalists and re-score and re-rank the finalists' proposals. The evaluation committee may then make a recommendation, for award of a contract. The City may require visits to customer installations or demonstrations of product by contractors, as part of the evaluation process.

G. LIABILITY AND INDEMNIFICATION

To the extent permitted by law, the contractor will release, indemnify, defend and hold harmless the City of Milton, from and against all claims, losses, damages, costs (including legal fees), expenses and liabilities in respect of personal injury including death or disease to any person employed by contractor, arising from or relating to the performance of the agreement.

Extreme care shall be taken to safeguard all existing facilities, site amenities, irrigation systems, vehicles, etc. on or around the job site. Damage to public and/or private property shall be the responsibility of the Contractor and shall be repaired and/or replaced at no additional cost to the City.

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
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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 to 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.