



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 2022-06 Electrical Repair & Maintenance Annual Contract
DATE: June 30, 2022

Notice is hereby given that the City of Milton will receive sealed bids for ITB 2022-06 Electrical Repair & Maintenance 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 (there is no charge to join); and/or thru BidNetDirect.com/florida/city-of-milton (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, August 3, 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 by Monday, July 25, 2022 at 2:00 p.m. Answers will be posted by Wednesday, July 27, 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, Bid Net Direct, and Vendor Registry. 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 2022.06 Electrical Repair & Maintenance - Annual Services

I. Deadlines/Dates:

- Invitation to Bid Published: June 30, 2022
- Questions Deadline: Monday, July 25, 2022 @ 2:00 p.m. (CST)
- Answers Posted by: Wednesday, July 27, 2022 @ 2:00 p.m. (CST)
- **Bids Due:** **Wednesday, August 3, 2022 @2:00p.m. (CST)**

II. Contact Information:

Contact: Diane Ebentheuer, Purchasing Officer
Phone: (850) 983-5438
Email: 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) 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#: 2022-06

ITB Title: Electrical Repair & Maintenance - Annual Services

DUE DATE/TIME: August 3, 2022 / 2:00 p.m. CST



BIDDER'S/PROPOSER'S DECLARATION
ITB 2022.06 Electrical Repair & Maintenance - Annual Services

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. 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)
 - 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/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	
Address/City/Zip	
Phone	Email
Contact Name	Title
Company Representative <u>Signature</u>	Date

BID FORM
ITB 2022.06 Electrical Repair & Maintenance - Annual Services

License # _____ (include a copy)

Acknowledgement of Addendums: _____ (list numbers or N/A)

	<i>NORMAL RATE PER HOUR</i>	<i>AFTER HOURS or WEEKENDS -- RATE PER HOUR</i>
Journeyman Electrician	\$	\$
Electrician Helper	\$	\$
Laborer	\$	\$
Minimum Service Charge/ Time	\$ _____ for _____ hours, including mileage	
Mileage, per mile	\$ _____ /per mile	
Guaranteed EMERGENCY Response Time in hour(s)	_____ hour(s)	

These are public facilities which must remain operational and occupied; consideration will be given to the contractor who is able to respond and repair a malfunction and/or failure in an expedited manner, regardless of whether malfunction occurs during weekdays, weekend or holidays. The goal of this contract is to ensure that the contractor is able to respond and repair within 12 hours, regardless of whether the failure occurs on a weekday, weekend, or holiday.

Additional Costs, Special Exceptions, Notes/Comments: (attach separate sheet if needed)

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 2022.06 Electrical Repair & Maintenance Annual Services

This section will become a part of the awarded and approved contract document.

A. GENERAL INFORMATION:

The City of Milton is seeking a qualified CONTRACTOR to provide Electrical Repair and Maintenance Annually to all the City's buildings and structures. The CONTRACT will be for one (1) year and may be renewed annually with both party's consent. The CONTRACT will be re-advertised at least once every five (5) years.

The first CONTRACT period will be from date of Council approval to September 30, 2023. Subsequent contract periods will be from October 1st through Sept. 30th.

B. PROJECT BACKGROUND & PURPOSE:

The CONTRACT will provide for a set hourly labor rate for various personnel shown. The cost of parts/materials purchased by the CONTRACTOR will be shown separately with a maximum mark-up not to exceed 20% over the parts/materials invoice amount. For certain items of larger value, the CITY may elect to purchase the item directly and have the item installed by the CONTRACTOR. With any item purchased by the CITY, the CITY understands that the CONTRACTOR will not be held responsible for any warranty associated with the product itself.

Prior to each repair 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 to do electrical work in both the City of Milton and Santa Rosa County. A current copy of the insurance and license will be required prior to approval of the CONTRACT.

Consideration shall be given to whether the contractor can respond to provide service and repair in a timely manner since facilities involved provide essential services. The Milton Police Department, Milton Fire Department, and the Wastewater Treatment Plant are occupied up to 24 hours a day. Contractor shall provide emergency contact information for call-outs after regular service hours.

C. LICENSES: Electrical License is required. Attach copy with your bid submittal.

D. REFERENCES:

List work which best illustrates current qualifications relevant to this solicitation which will be performed by personnel assigned to this project. List at least three but no more than five (5) projects.

E. RESOURCES: List of City Buildings and Sizes and locations- see last page (pg. 9)

F. 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

G. 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.

H. 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.

CITY OF MILTON, FL - Building Locations

	PHYSICAL ADDRESS & DESCRIPTION
1	City Hall 6738 Dixon Street, Milton, FL <u>16,250</u> sq ft (offices, public areas, & storage space) On site contact: Diane Ebentheuer 983-5438
2	Milton Community Center 5629 Byrom Street, Milton, FL <u>24,230</u> sq ft (offices, public areas, recreational space) On site contact: John Norton 983-5466
3	Milton Police Department 5451 Alabama Street, Milton, FL <u>4,877</u> sq ft (offices & public areas) On Site contact: Mike Cline 983-5423
4	Public Works Department 5438 Alabama Street, Milton, FL <u>3,000</u> sq ft (offices, public area, and storage) On Site contact: Joe Cook 983-5428
5	Landscape Department 6550 Chuck Prince Street, Milton, FL <u>2,500</u> sq ft (offices and storage) On site contact: Lee Willingham: 983-5477
6	Field House 6552 Chuck Prince St., Milton, FL <u>1,600</u> sq ft (Concession and bathroom areas) On Site Contact: Lee Willingham: 983-5477
7	City Warehouse 6731 Magnolia Street, Milton, FL <u>20,415</u> sq ft (offices, warehouse, garage, storage) On site contact: Jennifer Haefeker 983-5750
8	City Water/Wastewater Treatment Plant 6903 Municipal Drive, Milton, FL <u>1,000</u> sq. ft (offices and laboratory) On site contact: Robert Gloyd 983-5461
9	Milton Fire Department 5321 Stewart Street, Milton, FL <u>16,300</u> sq ft. (offices, kitchen, living area, storage) On Site contact: John Reble: 983-5430
10	Milton Event Center 5256 Alabama Street, Milton, FL <u>3378</u> sq ft. (main area, offices, kitchen, storage) On Site contact: Ed Spears: 564-1647