



# 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 2023.12 Engineer Services CDBG – Broad St., Quinn St., Okaloosa Street  
 DATE: May 4, 2023

Notice is hereby given that the City of Milton will receive sealed proposals for 2023.12 Engineer Services CDBG – Broad St., Quinn St., and Okaloosa St. The documents contain the necessary information for preparing and submitting your proposal 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](http://VendorRegistry.com) (there is no charge to join); and/or thru [BidNetDirect.com/florida/city-of-milton](http://BidNetDirect.com/florida/city-of-milton) (there is no charge to join); and/or thru [DemandStar.com](http://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, June 14, 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](mailto:DEbentheuer@miltonFL.org) by Monday, June 5, 2023 at 2:00 p.m. Answers will be posted by Wednesday, June 7, 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 2023.12 Eng Services CDBG – Broad St., Quinn St., Okaloosa St.

**I. Deadlines/Dates:**

- Request for Proposal Published: May 4, 2023
- Questions Deadline: Monday, June 5, 2023 @ 2:00 p.m. (CST)
- Answers Posted by: Wednesday, June 7, 2023 @ 2:00 p.m. (CST)
- **Proposals Due: Wednesday, June 14, 2023 @ 2:00 p.m. (CST)**

**II. Contact Information:**

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

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

1. Bidder's/Proposer's Declaration (page 3-4)
2. Attachment B – Bid Forms (10 signed forms)
3. Proposal items as described on Pages 6-7.

**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#: 2023.12**

**Title: Engineer Services CDBG – Broad, Quinn, & Okaloosa Streets**

**DUE DATE/TIME: June 14, 2023 / 2:00 p.m. (CST)**



**BIDDER'S/PROPOSER'S DECLARATION**  
**RFP 2023.12 Eng Services CDBG – Broad St., Quinn St., Okaloosa St.**

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](mailto: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](http://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

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\_\_\_\_\_

Address/City/Zip

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_____	_____
Phone	Email

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_____	_____
Contact Name	Title

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

**PURPOSE, SCOPE OF WORK, AND QUALIFICATIONS**  
**RFP 2023.12 Eng Services CDBG – Broad St., Quinn St., Okaloosa St.**

**A. PURPOSE:**

The City of Milton, Florida in accordance with DEO policy and applicable components of Rule 73C-23, F.A.C., 2 CFR 200 is requesting proposals from qualified engineering/architecture firms to provide design and construction inspection services relative to the City's proposed Florida Small Cities Community Development Block Grant (CDBG) project.

The project will consist of:

- (1) Drainage improvements, street resurfacing and waterline replacement. Improvements include approximately 2,460 linear feet of stormwater improvements, waterline replacement and street resurfacing constructed on Broad Street from the bridge (located between Madison and Monroe Streets) north to the intersection of Broad and Quinn Streets and on Quinn Street from the intersection with Broad Street east. AND
- (2) Drainage improvements along Okaloosa Street from the intersection with North Avenue south to the intersection of Okaloosa Street and Munson Highway.

Estimated budget for the CDBG-funded project is \$750,000 which will include architectural design, renovation, and administration. Since the project will be a CDBG project, include all experience previous with the proposed construction activities. Interested firms are encouraged to review the pending CDBG application document available at City Hall during normal business hours for a more detailed description of the proposed project.

**B. SCOPE OF SERVICES:**

The 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. The development of design plans and specifications for the proposed project to include all bid documents and advertisements.
2. Close coordination with the CDBG Grant Administrator who will be under contract to the City to administer the grant and who will be overseeing the project also.
3. Providing legal descriptions for any required easements or real property acquisition,
4. Preparation and submittal of applications to obtain necessary permits,
5. Soliciting and evaluating construction bids, to include making a recommendation of award to the City of Milton.
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:**

Proposers are advised that the capacity to initiate and coordinate all engineering/architecture services in a timely and efficient manner is a significant factor. The offerer chosen must be prepared to commence engineering/architecture services immediately.

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

**D. TYPE OF CONTRACT:**

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.

All proposers' qualifications will be evaluated, and the most qualified engineering firm selected, subject to the negotiation of fair and reasonable compensation.

**E. RESPONSIBILITY:**

The engineering/architecture 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 subcontractual arrangement.

Such firm will be the sole point of contact with regard to this project.

**F. PROPOSAL CONTENT AND FORMAT:**

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.

Letter of Transmittal: The proposer shall submit a "Letter of Transmittal" which shall as a minimum contain the following:

1. State the location of the office from which the work is to be accomplished.
2. Describe the firm's general qualifications and the range of activities performed by the firm.
3. 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.
4. 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.
5. 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.
6. Indicate if your firm is a Certified Minority Business Enterprise.
7. State that the person signing the letter is authorized to bind the proposer.

All proposals shall include each of the following attachments:

- Attachment A: Indicate why the proposer feels uniquely qualified to undertake the required services.
- Attachment B: Describe the technical approach to be taken in addressing the proposed scope of work, including a delineation of specific tasks to be undertaken.

- 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.
- Attachment 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.
- Attachment E: Identify the proposer's prior work experience with water system construction in the State of Florida. List name, address and phone numbers of project references.
- 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 (The criteria under which each proposal will be evaluated is attached to this RFP). Under this attachment, the proposer shall certify that they will negotiate a fair and reasonable fee within the Rural Development fee schedule as adopted by DEO for evaluating engineering/architecture fee reasonableness. 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.

**G. PERMIT/LICENSES: Please provide a copy of your licenses with your proposal.**

**H. 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.

**I. RANKING EVALUATION CRITERIA/FACTORS FOR RFP's:**

<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 commence services and complete services within time parameters.	25
3. Ability to observe and advise whether plans and specifications are being complied with.	15
4. Experience of the firm in other similar Federally Funded Projects	10
5. Availability of adequate personnel and technology.	10
6. Firm's reputation and competence including technical education, training, timeliness, cost control and quality of work.	10
7. Experience in the kind of project to be undertaken.	10
8. <u>Certified Minority Firm. (No=0, Yes=5)</u>	<u>5</u>
<b>TOTAL</b>	<b>100</b>

**Selection and Contract:**

Upon review of all responsive proposals 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 give further consideration to all responsive proposals received.

The City reserves the right to request additional clarifying information and request an oral presentation from any and all 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.

**J. 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.

**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 to 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.