



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 2023.19 Engineer Services Decommission Wastewater Treatment Plant
DATE: November 16, 2023

Notice is hereby given that the City of Milton will receive sealed proposals for RFP 2023.19 Engineer Services Decommission Wastewater Treatment Plant. 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 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:

Tuesday, December 19, 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, December 11, 2023 at 2:00 p.m. Answers will be posted by Wednesday, December 13, 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, 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 2023.19 Engineer Services Decommission Wastewater Treatment Plant

I. **Deadlines/Dates:**

- Proposals Published: November 16, 2023
- Questions Deadline: Monday, Dec 11, 2023 @ 2:00 p.m. (CST)
- Answers Posted by: Wednesday, Dec 13, 2023 @ 2:00 p.m. (CST)
- **Proposals Due: Tues, December 19, 2023 @ 2:00 p.m. (CST)**

II. **Contact Information:**

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

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

1. Bidder's/Proposer's Declaration (page 3-4)
2. Proposal Information as outlined on pages 5-7 of this document.
3. Attachment A – Signed Documents to include with proposal.

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#: 2023.19

Title: Engineer Services Decommission of Wastewater Treatment Plant

DUE DATE/TIME: December 19, 2023 Tues / 2:00 p.m. (CST)



BIDDER'S/PROPOSER'S DECLARATION
RFP 2023.19 Engineer Services Decommission Wastewater Treatment Plant

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 2023.19 Engineer Services Decommission Wastewater Treatment Plant

A. GENERAL PROJECT INFORMATION:

The City of Milton is seeking Engineer Services for the Decommission of its Current Wastewater Treatment Plant.

The City of Milton (City) Wastewater Treatment Plant (MWWTP) located on 6903 Municipal Drive; Milton, Florida 32570 is scheduled to be acquired and demolished utilizing Federal grant funding made available through a Federal Emergency Management Agency (FEMA) Hazard Mitigation Grant Program (HMGP) project. The project’s scope of work purposes to acquire the 8.35 acre-parcel and demolish all structures on the property to prevent further occurring flood losses and wastewater overflows.

To assist in FEMA’s acquisition of the City’s Wastewater Treatment Plant assets, the City issues this Request for Qualifications (“RFP”) to solicit proposals from engineering firms that have experience in decommissioning and demolition of wastewater treatment facilities and systems. If procured, responders to this RFP would be expected to work collaboratively with the City and its other retained professionals, Florida Department of Emergency Management (FDEM), and FEMA. Responders must have demonstrated experience in providing such services and an understanding of the standards and requirements typical to perform the work. The responders must hold and maintain appropriate certification deemed necessary by local, State and Federal agencies.

Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations. If procured, engineering and construction oversight services must be provided by the responder (Firm) in a cost-effective, efficient, regulatory-compliant, and reliable manner under an agreement executed between the City and the Firm.

See Attachment A – Signed Documents to include with proposal.

See Attachment B – Draft of Professional Contract.

B. GENERAL SPECIFICATIONS:

The Firm will prepare written closure plans and specifications for the decommissioning and demolition of the wastewater treatment plant and other associated structures located on parcel number 03-1N-28-0000-00400-0000. The Firm shall be responsible for obtaining all permits and approvals associated with this work. The Firm is required to have a licensed site remediation professional on the team and any other Architectural, Engineering and Specialty Disciplines necessary to complete the project as described in the Scope of Work (SOW) below:

- Compile and review available information.
- Establish project constraints and design requirements:
 - Initial meeting with City,
 - Research and document retrieval and review,
 - Site inspections,

- Site requirements, ingress/egress, and easements,
- Logistical considerations,
- Phasing,
- Permitting,
- Environmental testing and investigation,
- Identify approved methods of removal or remediation and procedures for the disposal of hazardous materials,
- Project schedule,
- Project budget.
- Bid and Award Phase:
 - Prepare bid documents,
 - Attend pre-bid meeting,
 - Answer questions and prepare addendum,
 - Review proposals and make recommendations,
- Construction Administration Phase (to be negotiated prior to construction):
 - Attend pre-construction meeting,
 - Review construction schedule,
 - Attend monthly construction meetings,
 - Make periodic visits to the project site,
 - Respond to requests for information,
 - Evaluate substitute materials/equipment,
 - Review payment applications,
 - Review change order requests.
- Project Closeout:
 - Assist in preparation of punch list,
 - Assist in preparation of and review project close-out documents,
 - Perform final inspection and plant decommission.

C. STATEMENT OF QUALIFICATIONS:

Proposers shall be as thorough and detailed as possible so that City of Milton may properly evaluate the Proposer’s capabilities to provide the required services.

- A. Project team overview: The overview shall include a description of the personnel and consultant(s), if any, to be assigned to the project, their duties and the office location of personnel and consultants. The project team overview shall indicate the office location where management of the project will occur and the location from which the most staff resources will be provided.
- B. Resumes of key personnel for the engineering firm and the consultant(s) to be assigned to the project. A maximum of one (1) page per individual resume.
- C. Organization chart. The project team organization chart shall indicate the project manager.

- D. Description of the firm’s capabilities and any other consultant’s capabilities.
- E. Recent relevant projects performed by individuals who will be assigned to work this project, with project locations, and original and final engineering costs; and names, titles and phone numbers of contact persons. Include at least five (5) municipal references.
- F. Demonstrated capacity to effectively control project costs and accomplish work in a timely manner.
- G. Discussion of the Proposer’s understanding of the project and the Proposer’s project approach, including discussion of project concerns and constraints.

D. RANKING EVALUATION CRITERIA/FACTORS FOR RFP’s:

The Selection Committee will base its evaluation on the following criteria:

EVALUATION CRITERIA/FACTORS:

CRITERIA	POINTS AVAILABLE
Firm and Project Team Qualifications and Experience	30
Project Understanding/Proposed Project Approach	25
Time to Perform Work and ability to Control Project Costs	20
Representative Projects and References	20
Certified Minority Firm. (Yes =5 pts. / No = 0 pts.)	5
TOTAL =	100

The Selection Committee may make such reasonable investigations as it deems proper and necessary to determine the ability of the Proposer to perform the work. The highest rated Proposer may be invited by the Purchasing Manager to make oral presentations to the Selection Committee. Such presentations may include, but are not necessarily limited to, explanations of the proposed approach, work plan, and qualifications of the Proposer. There is no specified number of Proposers that may be selected for interview.

The Award will be made to the responsible Proposer whose proposal, interview and resulting contract conforms to this solicitation and is most advantageous to the City of Milton. If the City of Milton is unable to come to agreement with the highest ranked Proposer during negotiations, the negotiations will be terminated, and the Proposer ranked second shall be selected for negotiations. This process will be followed until a contract satisfactory to the City of Milton can be made.

E. 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.

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. 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.

H. 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.

I. 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.