



DESTIN FIRE CONTROL DISTRICT

Request for Proposals: Marine Boat Lift

RFP Number: 21-004 **RFP Issue Date:** April 1, 2021

Proposal Due Date: April 23, 2021 **Proposal Due Time:** 2:00p.m., CST

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At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded.

Vendors shall complete and return the entirety of this RFP, and attach all other information required in the RFP. Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

VENDOR IDENTIFICATION

Company Name: _____ **Phone Number:** _____

E-mail Address: _____ **Contact Person:** _____

SECTION 1 - SPECIAL TERMS AND CONDITIONS**Section 1.1: Intent**

The Destin Fire Control District (District) is requesting sealed proposals from licensed and qualified Contractors capable of providing a new boatlift to include equipment/parts, materials, labor, transportation, assembly, fitting, installation supervision and operational training at the Destin Fire Control District substation located at 127 Calhoun Avenue, Destin, FL 32541.

The Destin Fire Control District (District) will receive proposals until April 23, 2021, at 2:00 p.m. CST. All proposals received must be marked on the outside of the envelope **RFP – Marine Boat Lift** and meet the specifications as described herein. All bids or proposals should be delivered or mailed to:

DESTIN FIRE CONTROL DISTRICT
848 AIRPORT ROAD
DESTIN, FL 32541

The Destin Fire Control District has evaluated different services available and has determined that this published specification is best suited for the District's needs in terms of quality and features. This specification shall not be interpreted as restrictive but rather as a measure of quality and performance against which all other systems will be compared.

In comparing proposals, comparison will not be confined to price only. The successful proposer will be one whose product is judged as best serving the interest of the District when price, product, quality and delivery are considered. The District also reserves the right to reject any or all proposals or any part thereof, and to waive any minor technicalities.

Questions regarding this RFP can be directed to the following individuals:

Battalion Chief Jeff Anderson
Battalion Chief Jimmy Taylor
Battalion Chief Mark Hutchinson
Phone (850) 837-8413

Section 1.2: Equivalent Product

Proposals will be accepted for consideration on any service that is equal or superior to the service specified. Decisions of equivalency will be at the sole interpretation of the District. A blanket statement that service proposed will meet all requirements will not be sufficient to establish equivalence.

Section 1.3: Interpretations

In order to be fair to all proposers, no oral interpretations will be given to any proposer, as to the meaning of the specification documents or any part thereof. Every request for such a consideration shall be made in writing. Based on such inquiry, the District may choose to issue an Addendum in accordance with local state laws.

Section 1.4: General

The specification herein states the minimum requirements of the District. All proposals must be regular in every respect. Unauthorized conditions, limitation, or provisions shall be cause for rejection. The District will consider as irregular or non-responsive any and all proposals that are not prepared and submitted in accordance with the proposal document and specification, or any proposal lacking sufficient

technical literature to enable the District to make a reasonable determination of compliance to the specification. It shall be the proposer's responsibility to carefully examine each item of the specification. Failure to offer a completed proposal or failure to respond to each section of the technical specification will cause the proposal to be rejected without review as non-responsive. All variances, exceptions and/or deviations shall be fully described in the exceptions and deviation section of the proposal. Deceit in responding to the specification will be cause for rejection.

Section 1.5: Minimum Qualifications

Contractor shall have and must be able to document similar prior commercial experience for a minimum of three (3) years demonstrating satisfactory competency for this project's specifics such as: construction, installation, repair, and/or maintenance. The Contractor shall have experience with complexity of water level fluctuations. In addition, utilization of preventive and safe practices that reduces environmental effects to water, marine/wildlife, and marina customers.

LICENSE: Copy of Contractor's license and sub-contractor's license (if applicable) shall be included with proposal submittal.

PRICING: Contractor's price for the work required herein includes, but is not limited to, furnishing all equipment, materials, supplies, supervision, labor, transportation, tools, and other incidentals necessary to provide completed boat lift assembly and training as specified herein, and subject to the terms and conditions of all the agreement documents.

Section 1.6: Method of Payment

The Contractor(s) shall submit one invoice to the District after the work has been completed and approved by an authorized District representative. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding purchase order number that was issued by an authorized representative of the District. Submittal of these invoices shall not exceed thirty (30) calendar days from the approval of work completed. Under no circumstances shall the invoice be submitted to the District in advance of the acceptance of the work.

The invoice shall contain the contract and/or purchase order number, date of completion of work, description of work completed, and confirmation of work by the appropriate District representative. Failure to submit the invoice in the proscribed manner will delay payment, and the Contractor may be considered in default of contract and its contract may be terminated.

Section 1.7: Insurance

Each Contractor shall include in its solicitation response package proof of insurance capabilities, including but not limited to the following requirements:

Any original certificate of insurance, indicating that the awarded Contractor has coverage in accordance with the requirements of this section, shall be furnished by the Contractor to the District within five (5) working days of such request and must be received and accepted by the District prior to contract execution and/or before any work begins.

The Contractor shall provide and maintain at all times during the term of any contract, without cost or expense to the District, policies or insurance, with a company or companies authorized to do business in

the State of Florida, insuring the Contractor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the Contractor under the terms and provision of the contract. The Contractor is responsible for timely provision of certificate(s) of insurance to the District at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the Contractor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability Policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000
Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Commercial Automobile Liability: Coverage sufficient to cover all vehicles owned, used, or hired by the contractor, his agents, representatives, employees or sub-Contractors.

	Statutory Limits
Automobile Liability	
Combined Single Limit: per accident	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00
Medical Expense Limit	\$5,000.00
Bodily injury: per person	\$300,000.00
Property Damage: per accident	\$1,000,000.00
Umbrella Liability	Statutory Limits
Aggregate – per job	\$1,000,000.00

Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc.). If not required by law to maintain workers' compensation insurance, the Contractor must provide a notarized statement that if he or she is injured; he or she will not hold the District responsible for any payment or compensation.

Marine and Diving Contractor's General Liability: Coverage sufficient to cover all dock, pier construction, dredging, and commercial diving activities.

Longshoreman Insurance or USLH: Federally required insurance coverage sufficient to cover contractor and workers in and around body of water per the Longshore and Harbor Worker's Compensation Act (LHWCA) 1927.

Destin Fire Control District and the Board of Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance shall provide a minimum of thirty (30) days prior written notice to the District of any change, cancellation, or nonrenewal of the provided insurance. It is the Contractor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

Certificate holder shall be:

DESTIN FIRE CONTROL DISTRICT, AND THE BOARD OF COMMISSIONERS
848 AIRPORT ROAD
DESTIN, FL 32541

Certificate of insurance shall evidence a waiver of subrogation in favor of the District, that coverage shall be primary and noncontributory, and that each evidence policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the District.

The Contractor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificate of insurance to the prime Contractor evidencing coverage and terms in accordance with the Contractor's requirements.

The District shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insurance retention in any insurance policy. The payment of such deductible or self-insurance retention shall be the sole responsibility of the Contractor and/or subcontractor providing such insurance.

Section 1.8: Liquidated Damages

The District and Contractor recognize that time is of the essence in this Contract, and as delay in prosecution of the Work may result in public inconvenience, or business interference, it is understood that the Contractor must vigorously press towards completion of the Work within the time frame established by this Contract. Moreover, the cost to the District for the administration, engineering, construction, inspection, and supervision will be increased as the project duration is lengthened.

Should the Contractor fail to complete the Work or any portion or phase thereof within the contractually stipulated time, or within such extra time as may be allowed as herein above provided, it is agreed that for each calendar day that any portion of the Work shall remain incomplete, after the time specified in the Contract, with any extension of time which may be allowed by the District for the completion of the Work provided for in the Contract Documents, the sum per day to be deducted from monies due the Contractor, not as a penalty, but as liquidated damages for added expense, shall be calculated by the following method:

The daily liquidated damages for public projects that will not produce direct revenue shall be calculated

by multiplying one mill (.001) times the total cost of the contract or the cost of any applicable portion or phase of the contract. The resulting amount shall be rounded off to the nearest dollar and this amount will be deducted daily from the amount due the Contractor.

Example: Portion Contract Amount x 1 Mill = Daily Liquidated Damages

\$50,000.00 x .001 = \$50.00 per day

The Contractor shall take into account all contingent Work which has to be done by other parties, arising from any cause whatsoever, and shall not plead his want of knowledge of said contingent Work as an excuse for delay in his work, or for the non-performance.

Permitting the Contractor to continue and finish the Work or any part of it after the expiration of the number of calendar days allowed for completion or after any extension of time, shall in no way operate as a waiver on the part of the District of its rights under this Contract. In case of default of the Contract and the completion of the Work by the Contractor as hereinafter provided, the Contractor shall be liable for the liquidated damages under the Contract; but no liquidated damages shall be assessed for any delay in the final completion of the Work by the Contractor due to any unreasonable action, negligence, omission, or delay of the District.

If any suit for the collection of, or involving the assessment of liquidated damages, the reasonableness of the amounts stipulated in the foregoing calculations shall be presumed. The liquidated damages referred to herein are intended to be and are accumulative, and shall be in addition to every other remedy now or hereafter enforceable by law, in equity, by statute, or under the Contract.

Should the Proposer, as subsequent Contractor for the Work, become liable to assessment for liquidated damages for reasons set forth in these Specifications, the Contractor shall pay to the District the sum, for each calendar day for which liquidated damages are assessed, calculated in accordance with the stipulations set forth in said section.

Section 1.9 Familiarity with Site Conditions:

The responsibility for the determination of accurate measurements, the extent of the work to be performed, and the conditions surrounding the performance thereof shall belong to the proposer. Submission of a proposal shall constitute acknowledgment by the proposer that it is familiar with all site and work conditions. The failure or neglect of a proposer to familiarize himself with the site of the proposed work shall in no way relieve him from any obligations with respect to his proposal.

SECTION 2 – STATEMENT OF WORK**Section 2.1: CONSTRUCTION / EQUIPMENT LIST**

Detailed description of major components: piling, mount (stringer, beam, brackets, etc.) material, motor(s) type, lift cradle type, hoist, rigging, cover material, etc. forming completed boatlift unit. Describe performance capacity, features, and quantity(s). Provide summary of any necessary electrical, hardware, and voltage requirements for item.

- Provide specific brand/manufacturer name and item SKU/model number proposed. Detail how each component item will work, tasks accomplished (function), activation, interaction, and access.
- Provide copy of operational use and recommended maintenance schedule for completed boatlift unit or its components.
- List/detail necessary maintenance requirements (if any) to support optimal performance and life cycle.
- Upgrade/Additions*: Describe any additional or recommended equipment, parts, etc. (on an attached separate sheet) that can be upgraded and/or alternative item within completed boatlift unit with minimal labor and/or retrofit.

*Please Note: The District at its sole discretion reserves the right to determination election of an upgrade or alternative item as an additional or replacement to original proposed item based on the budget. In general, unit price should include all necessary costs to incorporate into the boatlift structure and should not alter its integrity, design, or day's completion regardless of award of alternates.

Section 2.2: BOAT LIFT DESIGN

Provide a design (layout, diagram, sketch, etc.) including technical information of the proposed completed unit including supports to satisfactory secure current 2003 25ft T-top SAFE Fire Boat, total weight approximately 10,000 lbs.

Section 2.3: INSTALLATION

Provide installation method of completing boatlift construction to include component assembly (onsite or pre-installed) dock securing and electrical connection. Onsite work to begin July 1, 2021. Provide number of days to complete project.

Section 2.4: TECHNICAL SPECIFICATIONS

Contractor to assemble a new boat lift for a 2003 25ft T-top SAFE Fire Boat with 10' Beam which includes installation of piling mount(s) properly spaced and secured. Lift requirement of 15,000 lbs. with direct drive motors and remote control operations.

Construction to include but is not limited to: materials, labor, transportation, and supervision. Presented below are a series of equipment/components that are necessary for the successful project completion of marina boatlift:

- Piling post(s): Contractor shall define category type of material (wood, sheet, poly-coated, gun barrel, etc.) from which piling style is composed. Include list of piling

sleeve, cap, or wrap if applicable. *Note: piling structural integrity must have minimum life cycle of fifteen years (15yrs).*

- Lift: Contractor shall state lift type (four-point, freestanding, floating, rigid tank, inflatable, elevator, etc.) for connection to existing dock. Provide overview of major components (example: beam, cradle, guides, pulley, hanger, hoist, motor, rigging, weight pipe etc.), assembly/construction, and attachment of the lift and its ability to support and carry the load of the lift and boat. Discuss depth of cradle and how boat's hull is expected to clear and avoid bottom contact including reference mark indicators.
- Motor: (single or multi) with switch and/or remote controls. (Contractor shall specify)
- Hoist: Heavy Duty with structural grade dock brackets, bumper guards, ability to withstand water effects brackish or salt water while maintaining quality performance.
- Electrical: CONTRACTOR shall be responsible for any necessary electrical, voltage requirement, or cabling to integrate and operate with existing power capability at location site. Contractor is responsible to hookup/connect to appropriate power supply source for proper operation of the lift.
- Boat Fitment: Contractor shall ensure that boat properly fits and aligns with lift structure. Shaft clearance, thru-hull fittings, chains, etc. Keel of boat must not rest on the lifter and should clear by at least two inches. Center of gravity of boat must be in center of lift (bow to stern) in order to evenly distribute the load over the lifter beams. Assure clearance for entering and leaving the cradle as tide changes.
- Installation shall be in accordance with manufacture's recommendation and any federal, state, or Local laws.
- Warranty: An executed warranty shall be issued to the District upon completion outlining validity/date of coverage for each product and labor. Contractor shall provide warranty documents (with terms & conditions), owner/maintenance manual, and safety warning decals prior to payment invoice request.

***PLEASE NOTE:** It is the responsibility of the Proposer to clearly identify all necessary material and equipment associated boatlift completion. The Proposer must include and complete all parts of the cost proposal in a clear and accurate manner. Omissions, errors, misrepresentations, or inadequate details in the Contractor's cost proposal may be grounds for rejection of the Contractor's proposal. Costs that are not clearly identified will be borne by the Contractor. Before submitting a proposal, each Contractor shall carefully consider the amount and character of the work to be done as well as the difficulties involved in its proper execution. Proposer should include in their proposal all costs necessary to install the specified system. No allowances for cost adjustments will be made if Proposers fail to adequately examine the premises before submitting a proposal.

Section 2.5: MATERIAL/HARDWARE

All piling material and hardware are to be designed with ability to withstand harsh and/or marine environment. Marine items used as hardware and fasteners for permanent connections shall be galvanized and stainless steel composition in accordance with US Corps of Engineers (USACE) approved criteria in latest technical publications regarding structures. Industry Standards shall apply when USACE criteria is not applicable.

Section 2.6: ENVIRONMENTAL SAFEGUARD

The Contractor is hereby notified to their responsibility to protect and support the marina, inhabitants, and water from any impact or damage during construction activity.

Section 2.7: CLEANING

Contractor shall keep premises occupied in a neat condition, and free from unsightly accumulation of rubbish. No boat slips, pathway, or sidewalk shall be completely obstructed during service. Upon completion of the work and before the final written acceptance, the Contractors shall, at his own cost and expense, satisfactorily dispose of or remove from the vicinity of the work all rubbish, unused material and other equipment belonging to Contractor or used under his direction during the service period. Failure to do so may result in cleaning, removal, and disposal by the District at the Contractor's expense.

Section 2.8: PERFORMANCE TEST

Contractor is responsible for conducting a scheduled "Performance Test" with designated District point of contact and any designated personnel to demonstrate proper start and functioning of installed boat lift equipment prior to turnover use and final invoice submission before full acceptance by District of District.

Section 2.9: TRAINING

Contractor shall provide training for the District end users, to include marina management, District staff, and boat personnel responsible for operating and access to the equipment.

Location: Training will be conducted onsite at the Destin Fire Department located at 127 Calhoun Avenue, Destin, Florida 32541.

Supervisory and boat personnel shall receive *detailed* instructions of the boat lift setup, operation procedures, recommended routine preventive maintenance, and authorized service provider contact information.

Training shall be conducted by experienced, knowledgeable personnel, and shall utilize the actual equipment and/or parts supplied with special emphasis on the "features" and routine operational use. Training session shall be coordinated and may take several hours to complete within the specified day(s).

Contractor should provide manuals and warranty documentation for all equipment provided in a binder as part of the final transfer of the completed unit. This binder should contain key vendor contact information and documentation for the entire project with equipment, parts, and repair service information.

Section 2.10: INSPECTION & WORK PERFORMANCE

Failure to fully perform to the requirements specified herein in an effective and timely fashion will be unacceptable to the District and Contractor, upon notice from the designated District contact or designee agrees to implement immediate corrective measures.

The District point of contact has authority to point out to Contractor incomplete or defective work but does not have the authority to alter the terms or conditions of the agreement without written authority from the District Fire Chief and agreed to in writing by Contractor.

EXAMPLE BELOW (FOR DESCRIPTION PURPOSES ONLY): *Comprehensive Breakdown*

Category	Item Name	Description/General Specifications	Unit of Measure (UOM)	Quantity	Unit Price	Warranty
Piling	Greenheart	<ul style="list-style-type: none"> • “Treated” timber wood piling (round). • 12” diameter x 14’ • 2.5pcf CCA brackish & saltwater immersion 	EA	6	\$400.00	20 years
Boat Lift	Magnum 4	<ul style="list-style-type: none"> • Capacity: 15,000 lbs. – 20,000lbs • Cradle Travel: 9’ standard, opt. 13’ • Req. Power: 110v/30amp – 220v/15amp • Piling Diameter: 8” minimum • Piling Height: 18” above the deck 	EA	1	\$7,245.00	10 years
Winches	Bravex	<ul style="list-style-type: none"> • worm gear driven winches positioned on top of four pilings raise and lower the vessel 	EA	2	\$1,000.00	5 years
Gear Unit	Marathon	<ul style="list-style-type: none"> • TENV Motor (Totally Enclosed Motor) - 220v • 1hp • Lock on Switch • 14’ Electrical Wire Motor to Switch • In-line GFCI 	EA	1	\$600.00	<ul style="list-style-type: none"> • 6 years: gear plate • 2 years: electrical
Boat Lift Switch (spring)	Bremas BH-USA	<ul style="list-style-type: none"> • Processor: Intel e5-2650 v3 • UL, NEMA, CE, SA Compliant • Gasket Sealed Durable Housing • Pressure Release Off • Gray Box with Red Handle • 20 Amp Max / 1 1/2 HP Motor Max 	EA	1	\$60.00	1 year
Motor	Elite 1 SKU: 93069-18	<ul style="list-style-type: none"> • Heavy Duty • TENV Housing • UL Listed • NEMA Enclosure • 56 Frame Mount • Single Phase 	EA	4	\$320.00	2 years

SECTION 3 – GENERAL TERMS AND CONDITIONS

3.1 DEFINITIONS

Addenda: means a written change to a solicitation

Bid: means any offer submitted in response to an Invitation for Bid.

Bidder: means anyone submitting an offer in response to an Invitation to Bid.

Contract: means the agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

Contractor: means the vendor to whom award has been made.

District: means the Destin Fire Control District

Invitation to Bid (ITB) or Request for Proposal (RFP): shall mean this solicitation documentation, including any and all addenda. An ITB/RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

Modification: means a written change to a contract.

Proposal: shall refer to any offer(s) submitted in response to a Request for Proposal.

Proposer: shall refer to anyone submitting an offer in response to a Request for Proposal.

Solicitation: means the written document requesting either bids or proposals from the marketplace.

Vendor: means any entity responding to this solicitation or performing under any resulting contract.

The District has established for purposes of this ITB/RFP that the words “shall”, “must”, and “will” indicate an essential requirement or condition which may not be waived.

3.2 INSTRUCTIONS TO BIDDERS/PROPOSERS

A. Bidder/Proposer Qualification

It is the policy of the District to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit bid/proposals. Vendors may enroll with the District to be included on a mailing list for selected categories of goods and services. To be recommended for award the District requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment,
2. Disclosure of Ownership,
3. Drug-Free Workplace,
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service,
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (FEIN),
6. American with Disabilities Act (ADA),
7. Conflict of Interest,
8. Debarment Disclosure Affidavit,
9. Nondiscrimination,
10. Family Leave,
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

B. Public Entity Crimes

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/proposal on a contract to provide any goods or services to a public entity, may not submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit bid/proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

C. Request for Additional Information

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in

writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the bid/proposal due date. Such inquiries or request for information must be submitted to the procurement representative in writing and must contain the requester's name, address, and telephone number. The Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarified the terms, provisions, or requirements of the solicitation. The bidder/proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued will prevail. It is the bidder/proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the bid/proposal from being considered for award.

D. Contents of Solicitation and Bidder/Proposers' Responsibility

The bidder/proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the bidder/bidder/proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirement of the District, or the compensation to be paid.

E. Restricted Discussions

From the date of issuance of this solicitation until final District action, vendors should not discuss this solicitation or any part of the solicitation with any employee, agent, or any other representative of the District except as expressly authorized by the designated procurement representative. The only communications that will be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

F. Change or Withdrawal of Bid/proposals

1. Changes to Bid/Proposal – Prior to the scheduled due date, a bidder/proposer may change its bid/proposal by submitting a new bid/proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal must contain the letter and all information as required for submitting the original bid/proposal.
2. Withdrawal of Bid/Proposal – A bid/proposal will be irrevocable unless the bid/proposal is withdrawn as provided in this solicitation. A bid/proposal may be withdrawn, either physically or by written notice, at any time prior to the bid/proposal due date. If withdrawn by written notice, the notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A bid/proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the bidder/bidder/proposer.

G. Conflicts within the Solicitation

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence will be: the last addendum issued, the Bid/Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the bid/proposal due date.

H. Prompt Payment Terms

It is the policy of the District that payment for all purchases by District agencies will be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The bidder/proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid/proposal evaluation.

3.3 PREPARATION OF BID/PROPOSAL

- A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the bid/proposal. Use of any other form or alteration of the form may result in rejection of the bid/proposal.
- B. The bid/proposal submitted must be legible. Bidder/Proposers shall use a typewriter, a computer, or ink to complete the bid/proposal. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the bid/proposal to be rejected.
- C. An authorized agent of the bidder/proposer's firm must sign the bid/proposal. **THE DISTRICT MAY REJECT THE BID/PROPOSAL IF IT IS NOT SIGNED.**
- D. The bidder/proposer may submit alternate bids/proposals for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate bid/proposal must meet or exceed the minimum requirements and be submitted as a separate bid/proposal marked "Alternate Bid/proposal".
- E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- F. Any bid/proposal received after the designated receipt date through no fault or error of the District will be considered late, and, except under the most exceptional circumstances, may not be considered for award.

3.4 COLLUSION

Where two (2) or more related parties, as defined in this solicitation, each submit a bid/proposal for the same contract, such bid/proposals will be presumed to be collusive. "Related parties" means the bidder/proposer or the principals of the bidder/proposer which have a direct or indirect ownership interest in another bidder/proposer for the same contract or in which a parent company or the principals of the parent company of one bidder/proposer have a direct or indirect ownership interest in another bidder/proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a bid/proposal for the same materials, supplies, services, or equipment will also be presumed to be collusive. Bids/proposals found to be collusive will be rejected. Bidder/proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bid/proposal may be terminated for default.

3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

3.6 CONTRACTING WITH DISTRICT EMPLOYEES

Any District employee or member of his or her immediate family seeking to contract with the District shall seek a conflict of interest opinion from the District Attorney prior to submittal of a response to contract with the District. The affected employee shall disclose the employee's assigned function within the District and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

3.7 INCURRED EXPENSES

This solicitation does not commit the District to make an award nor will the District be responsible for any cost or expense which may be incurred by any bidder/proposer in preparing and submitting a bid/proposal, or any cost or expense incurred by any bidder/proposer prior to the execution of a purchase order or contract.

3.8 DISTRICT IS TAX-EXEMPT

When purchasing on a direct basis, the District is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The District will provide an exemption certificate upon request by a seller for such purchases. Except for items specifically identified by the vendor and accepted by the District for direct District purchase under the Sales Tax Recovery Program, Contracts doing business with the District are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any

contractor be authorized to use any of the District's Tax Exemptions in securing such materials.

3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders/Proposers are hereby notified that all information submitted as part of a bid/proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The bidder/proposer should not submit any information in response to this RFP which the bidder/proposer considers proprietary or confidential. The submission of any information to the District in connection with this solicitation will be conclusively deemed to be a waiver from release of the submitted information unless information is exempt or confidential under the Public Records Act.

3.10 CANCELLATION OF SOLICITATION

The District reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the District.

3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible bidder/proposer which submits a bid/proposal determined to provide the best value to the District with price, technical, and other applicable factors considered. The District reserves the right to reject any and all bid/proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in the best interest. The District will be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the District reserves the right to award on an individual item basis, any combination of items, total low bid/proposal or in whichever manner deemed in the best interest of the District. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the District.
- C. The District reserves the right to reject any and all bid/proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the District's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the District. The District may conduct a pre-award inspection of the bidder/proposer's site or hold a pre-award qualification hearing to determine if the bidder/proposer is capable of performing the requirements of this solicitation.
- E. The bidder's/proposer's performance as a prime contractor or subcontractor on previous Destin contracts will be taken into account in evaluating the responsibility of the bidder/proposer.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation may do so as set forth in the District's Rules and Procedure Manual.

3.12 GENERAL CONTRACT CONDITIONS

The contract will be binding upon and will inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by the parties. The failure of any party at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision of the contract, nor in any way affect the validity of, or the right to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the District user department will be referred to the Procurement Services office for resolution.

3.13 PURCHASE OF SERVICES NON-LISTED WITHIN THIS SOLICITATION BASED ON PRICE QUOTES

While the District has listed all major items within this solicitation which are utilized by District departments in conjunction with their operations, there may be similar or ancillary items that must be purchased by the District during the term of this contract. Under these circumstances, a District representative will contact the primary

Contractor to obtain a price quote for the similar or ancillary items. If there are multiple Contractors on the contract, the District representative may also obtain price quotes from these Contractors. The District reserves the right to award these ancillary items to the primary contract Contractor, another contract Contractor based on the lowest price quoted, or to acquire the items through a separate solicitation.

3.14 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases will be governed by the same terms and conditions as stated in the contract with the exception of the change in agency name.

3.15 CONTRACT EXTENSION

The District has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the District will notify the vendor in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the District and the vendors. Exercise of the above options requires the prior approval of the Procurement Services Manager.

3.16 WARRANTY

All warranties express and implied, must be made available to the District for goods and services covered by this solicitation. All goods furnished must be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the District, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's stated warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

3.17 ESTIMATED QUANTITIES

Estimated quantities or dollars are for the vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The District is not obligated to place any order for a given amount subsequent to the award of this solicitation. The District may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize the contract. In no event will the District be liable for payment in excess of the amount due for quantities of goods or services actually ordered.

3.18 NON-EXCLUSIVITY

It is the intent of the District to enter into an agreement that will satisfy its needs as described within this solicitation. However, the District reserves the right to perform, or cause to be performed, all or any of the work and services described in this solicitation in the manner deemed to represent its best interests. In no case will the District be liable for billings in excess of the quantity of goods or services actually provided under the contract.

3.19 CONTINUATION OF WORK

Any work that commences prior to, and will extend, beyond the expiration date of any contract period must, unless terminated by mutual written agreement between the District and the vendor, continue until completion without change to the then current prices, terms and conditions.

3.20 LAWS, RULES, REGULATIONS, LICENSES, AND EQUAL EMPLOYMENT OPPORTUNITY (EOE)

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against its employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

3.21 SUBCONTRACTING

Unless otherwise stipulated in this solicitation, the vendor shall not subcontract any portion of the work without the prior written consent of the District. Subcontracting without the prior consent of the District may result in termination of the contract for default.

3.22 ASSIGNMENT

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest in the contract, or its power to execute such contract to any person, company or corporation without the prior written consent of the District. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

3.23 RESPONSIBILITY AS EMPLOYER

The employees of the vendor will be considered at all times its employees, and not employees or agents of the District. The contractor shall provide employees capable of performing the work as required. The District may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

3.24 INDEMNIFICATION

To the extent permitted by law, the vendor shall indemnify and hold harmless the District and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the District or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the contract by the vendor or its employees, agents, servants, partners, principals or subcontracts. The vendor shall pay all claims and losses in connection with those claims and losses, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the District, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred. The vendor expressly understands and agrees that any insurance protection required by the contract or otherwise provided by the vendor will in no way limit the responsibility to indemnify, keep and hold harmless and defend the District or its officers, employees, agents and instrumentalities as provided in this solicitation or any contract arising from this solicitation.

3.25 MODIFICATION OF CONTRACT

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable District procedures.

3.26 TERMINATION FOR CONVENIENCE

The District, at its sole discretion, reserves the right to terminate the contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under the contract. The District will be liable only for reasonable costs incurred by the vendor prior to notice of termination. The District will be the sole judge of "reasonable costs."

3.27 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract will be cancelled and the vendor will be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

3.28 TERMINATION FOR DEFAULT

The District reserves the right to terminate any contract arising from this solicitation, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated in the contract. The District further reserves the right to suspend or debar the vendor in accordance with the District's rules. The vendor will be notified by letter of the District's intent to terminate. In the event of termination for default, the District may procure the required goods and services from any source and use any method deemed in its best interest. All re-procurement cost will be borne by the vendor.

3.29 FRAUD AND MISREPRESENTATION

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The District as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor

held responsible for all direct or indirect costs associated with termination or cancellation, including attorneys' fees.

3.30 RIGHT TO AUDIT

The District reserves the right to require the vendor to submit to an audit by an auditor of the District's choosing. The contractor shall provide access to all of its records, which relate directly or indirectly to the contract at its place of business during regular business hours. The vendor shall retain all records pertaining to the contract and upon request make them available to the District for a minimum of three (3) years, or as required by Florida or Federal law, whichever is longer, following expiration of the contract. The vendor agrees to provide such assistance as may be necessary to facilitate the review or audit by the District to ensure compliance with applicable accounting and financial standards. Additionally, the contractor agrees to include the requirements of this provision in all contract with subcontractors and material suppliers in connection with the work performed under any contract arising from this solicitation. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the contractor to the District in excess of one percent (1%) of the total contract billings, in addition to making adjustment for the overcharges, the reasonable actual cost of the District's audit must be reimbursed to the District by the contractor. Any adjustments or payment which must be made as a result of any such audit or inspection of the contractor's invoices and records must be made within a reasonable amount of time, but in no event may the time exceed ninety (90) days from presentation of the District's audit findings to the contractor.

3.31 GOVERNING LAWS

The interpretation, effect, and validity of any contracts resulting from this solicitation will be governed by the laws and regulation of the State of Florida, and Okaloosa County, Florida. Venue of any court action will be solely in Okaloosa County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

3.32 PUBLIC RECORDS/COPYRIGHTS

Pursuant to Section 119.0701, Florida Statutes, the award contractor shall comply with the Florida Public Records' laws, and shall: 1. Keep and maintain public records required by the District to perform the services identified in the contract, 2. Upon request from the District's custodian of public records, provide the District with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for by law. 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency. 4. Upon completion of the contract, transfer, at no cost, to the District all public records in possession of the contractor or keep and maintain public records required by the District to perform the service. If the contractor transfers all public records to the District upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the District, upon request from the District's custodian of public records in a format that is compatible with the information technology systems of the District. Failure to comply with this section will be deemed a breach of the contract and enforceable as set forth in Section 119.0701, Florida Statutes. Any copyright derived from the contract will belong to the author. The author and the contractor shall expressly assign to the District nonexclusive, royalty free rights to use any and all information provided by the contractor in any deliverable or report for the District's use which may include publishing the District documents and distribution as the District deems to be in the District's best interest. If anything included in any deliverable limits the rights of the District to use the information, the deliverable will be considered defective and not acceptable and the contractor will not be eligible for any compensation.

3.33 E-VERIFY COMPLIANCE

Effective January 1, 2021, Florida Statute §448.095 became effective. This new law requires all contractors dealing with public entities such as the Destin Fire Control District to register with and use the Department of Homeland Security's E-Verify system to assure that newly hired employees of your company are U.S. citizens or otherwise legally permitted to perform services in the State of Florida. The entity awarded this RFP will need to submit a letter certifying your compliance with this statute.

3.34 STATE REGISTRATION REQUIREMENTS

Any business organization submitting a bid/proposal in response to this solicitation shall either be registered or have applied for registration with the Florida Department of State in accordance with Florida law. A copy of the registration/application may be required prior to award of a contract. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800-755-5111 (<http://www.dos.state.fl.us>).

3.35 PRIME CONTRACTOR

The vendor awarded the contract shall act as the prime contractor and will assume full responsibility for the successful performance under the contract. The vendor will be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the District in regard to competency and security concerns. After the award of the contract, no change in subcontractors may be made without the consent of the District. The vendor will be responsible for all the insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the District may require the contractor to provide any insurance certificate required by the work to be performed.

3.36 FORCE MAJEURE

The parties will exercise every reasonable effort to meet their respective obligations under the contract, but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

3.37 NO CLAIM FOR DAMAGES

No claim for damages or any claim other than for an extension of time may be made or asserted against the District because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the work will relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the District. The vendor's sole remedy will be the right to seek an extension to the contract time. However, this provision will not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the District.

3.38 TRUTH IN NEGOTIATION CERTIFICATE

For each contract that exceeds One Hundred Ninety-Five Thousand dollars (\$195,000.00), any organization awarded a contract must execute a truth-in-negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete, and current, at the time of contracting. Any contract requiring this certificate will contain a provision that the original contract price and any additions will be adjusted to exclude any significant sums by which the District determines the contract price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such contract adjustments will be made within one (1) year following the end of the contract.

3.39 GRANT FUNDING

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

3.40 TOBACCO PRODUCTS

Due to the acknowledged hazards arising from exposure to tobacco products, and to protect the public and employee's health, safety, comfort and environment, tobacco use is prohibited on any District owned building and property. Tobacco products include both smoking and smokeless tobacco.

SUBMITTAL FORMAT AND PRICE PROPOSAL**Section 4.1: Statement of Qualifications (SOQ)**

The Proposers interested in providing a boatlift to include: equipment/parts, labor, transportation, building, fitting, installation, supervision, and operational training. The Contractor should be prepared to provide construction services and pricing for a new boat lift and associated parts to be installed at the Destin Fire Control District substation located at 127 Calhoun Avenue, Destin, FL 32541.

To facilitate the review of the Statements of Qualifications, each respondent is requested to adhere to the following format requirements:

1. Cover Letter – briefly introduce the Proposer and indicate its interest in the project.
2. Background Information about Company – highlight the major points of the Statement of Qualifications and list no more than the top five reasons why the company is uniquely qualified to undertake the work requested by the District.
 - a. Briefly state the Proposer's understanding of the work to be done and make a positive commitment to perform the work satisfactory within a specified time period.
 - b. Provide official company name, principal or executive manager, and type of organization. Name individual responsible for executing any agreement related to this solicitation; key team personnel and general background.
 - c. Company establishment and history
 - i. State whether the company is local, regional, or national.
 - ii. Give the number of partners, managers, supervisors, seniors, and other professional staff employed.
 - iii. Location: include address, phone number, and name of contact person of main office responsible for providing the service and installation.
 - iv. Give the names of the persons who will be authorized to make representations for the firm, their titles, addressees, and telephone numbers (if different from above).
3. Experience: Contractor shall demonstrate a minimum three (3) years' experience with equipment/parts and dock installation. Information shall state type and brief description of project.
 - a. Outline and detail ability and capability to provide boatlift.
 - b. Outline and detail ability, capability of installation.
4. References (minimum 3/ maximum 5 each): Commercial and/or governmental
5. Equipment List: Proposed list of major components (Example: piling, lift, mount (stringer, beam, brackets, etc.) material, motor(s) type, cradle type, bunk (composition), hoist, control box, cable routing & rigging). Describe features, electrical requirements (Contractor responsible for connection to dock's existing power supply source), and quantity(s). Include performance capacity and features.
6. Lift Design: Provide a layout/diagram sketch including technical schematics of proposed completed unit including support(s) to be rendered to the District.
7. Installation: Provide assembly/installation method of parts construction and dock securing. Provide number of days to complete project.
8. Employee Assignment: Provide list of employees and/or sub-contractors to be assigned to project.
9. Completed and notarized Forms: Price Proposal Sheet, valid State of Florida business registration certificate, Drug Free Workplace Certification, and Public Entity Crimes.

Section 4.2: Price Proposal

The Price Proposal Amount is to include all costs associated with equipment, materials, shipping and handling, and tariffs to the Destin Fire Control District substation located at 127 Calhoun Avenue, Destin, Florida 32541. Please complete the breakdown of costs for total project completion.

In the event of a proposal item price discrepancy (math error when the RFP total price for any bid item is not the result from applying the unit price stated by the proposer for such item to the item quantity indicated in the proposal) the proposal unit price stated in the proposal shall govern and prevail and the total price proposal for such item will be corrected.

The District reserves the right to consider an award for either the Base Bid or the Base Bid plus

PRICING – Marine Boat Lift				
Item	Description	Qty	Unit Price	Total
1.	Boat Lift Materials, Equipment and Design	1		\$
2.	Installation	1		\$
3.	Training	1		\$
PRICE PROPOSAT TOTAL (Base Bid Amount)				\$
4.	Additions (OPTIONAL): Upgrade / Alternative Item(s) Per Equipment List Section 2.1: Equipment List			

DELIVERY: Time Required for Delivery after Receipt of Order _____ Days

Section 4.3: Installation

Will Proposer be responsible for installation work? ☐ YES ☐ NO (If “NO”, please provide Sub-Contractor information below)

Name: _____ Address: _____

Ph#: _____ Fax#: _____ Email: _____

COMPLETION TIME: _____ DAYS

Section 4.4: Exceptions & Deviations

Proposers shall fully describe every variance exception and/or deviation. List the item number here and fully explain any items in non-compliance with specification.

Additional sheets may be used if required.

Section 4.5: Acknowledgement**By Signing this Proposal, the Vendor Attests and Certifies that:**

- It Satisfies all legal requirements (as an entity) to do business with the District.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the District that the vendor has the capacity and capability to successfully perform the contract.
- The vendor hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contracts or other transactions required by award of this solicitation.

Conflict of Interest Disclosure Certification:

Except as listed below, no employee, officer or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

General Vendor Information and Proposal Signature:		
Firm Name:		
Street Address:		
Mailing Address (if different):		
Telephone:	Fax No.:	E-mail:
FEIN No.	Prompt Payment Terms: ____% ____ days, net <u>30</u> .	
Signature:		Date:
Print Name:		Title:

NOTE TO ALL BIDDERS: NO PROPOSALS RECEIVED AFTER CLOSING WILL BE ACCEPTED.

All requests for proposals must be marked on the outside of the envelope **RFP – Marine Boat Lift** and received by April 23, 2021, at 2:00 p.m. CST. Any failure to mark such on the outside of the sealed envelope as set forth herein may result in the request for bid not to be considered.