

DESTIN FIRE CONTROL DISTRICT

Invitation to Bid:

Two Tohatsu 30 HP Tiller Outboard Motor -Rescue Pro PumpJet 2023

August 4, 2023



Tohatsu 30 HP Tiller Outboard Motor Rescue Pro Pumpjet 2023 Specifications**1.0 INTENT**

It is the intent of this specification to provide for the purchase of two Tohatsu 30 HP Tiller Outboard Motor - Rescue Pro PumpJet – 2023 for the Destin Fire Control District (DFCD).

The Destin Fire Control District will receive bids for the purchase of Two Tohatsu 30 HP Tiller Outboard Motor - Rescue Pro PumpJet until August 28, 2023 at 12 noon CST. All bids received must be marked on the outside of the envelope **RFP 23-001 Outboard Motors** and meet the specifications as described herein.

The Destin Fire Control District has evaluated different styles of motors and has determined that this published specification is best suited for the DFCDs 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 bids, 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 DFCD when price, product, quality, and delivery are considered. The DFCD also reserves the right to reject any or all proposals or any part thereof, and to waive any minor technicalities.

The old assembly shall be removed and new assembly shall be installed, piped, and electrically wired by the successful bidder.

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

Battalion Chief Jeff Anderson, Battalion Chief Justin Blixt, or Battalion Chief Mike Landis
Phone (850) 837-8413

Destin Fire Control District
848 Airport Road
Destin, FL 32541

All proposals must be received by 12:00 PM on August 28, 2023, at the address listed above. No electronic bids will be received and, if received in that manner, will be rejected and may disqualify bidder. Any responses received after the deadline will be returned to the bidders unopened.

2.0 EQUIVALENT PRODUCT

Bids will be accepted for consideration on any make or model that is equal or superior to the equipment specified. Decisions of equivalency will be at the sole interpretation of the DFCD. A blanket statement that equipment proposed will meet all requirements will not be sufficient to establish equivalence. An original manufacturer's brochure of the proposed product is to be submitted with proposal.

3.0 INTERPRETATIONS

In order to be fair to all bidders, no oral interpretations will be given to any bidder, 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 DFCD may choose to issue an Addendum in accordance with local state laws.

4.0 GENERAL

The specification herein states the minimum requirements of the DFCD. All proposals must be regular in every respect. Unauthorized conditions, limitation, or provisions shall be cause for rejection. The DFCD 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 DFCD 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.

5.0 Terms and Conditions

- a. **Term of Contract:** The signed bid shall be considered an offer on part of the bidder, which offer shall be deemed accepted upon approval by the Board of Commissioners. This contract shall commence upon final execution of the contract by the DFCD and shall remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.
- b. **Option to Renew:** Upon mutual agreement, the DFCD may renew the Contract for two (2) additional one (1) year periods. The renewal must be in writing and signed by both parties, and is subject to the same terms and conditions set forth in the initial contract and any written amendments signed by the parties.
 - 1) Any renewal shall specify the renewal price, as set forth in the solicitation response except that an agency may negotiate lower pricing. Renewal is contingent upon satisfactory performance evaluations and subject to the availability of funds. It is the vendor's responsibility to request any pricing adjustments in writing under this provision at the time of renewal. The vendor's written request for any adjustment must be submitted at least 30 calendar days prior to expiration of the then current term. The vendor adjustment request must clearly substantiate the requested increase. If no adjustment request is received from the vendor, the DFCD will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option shall not be considered.

- 2) The DFCD reserves the right to reject any written price adjustments submitted by the vendor and/or not to exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond initial period and any option subsequently exercised, is the choice of the DFCD, and not a right of the vendor. This choice will be exercised only when such continuation is clearly in the best interest of the DFCD.
- c. **Insurance:** The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The DFCD is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the DFCD as "additional insured" will be at the contractor's expense. The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the District's Risk Manager. Any exclusions or provision in the insurance maintained by the contractor that produces coverage work contemplated in this invitation to bid shall be deemed unacceptable, and shall be considered breach of contract.
 - 1) Workers' Compensation and Employers' Liability Insurance
 - i. Limits: Workers' Compensation – Per Florida Statute 440
Employer's Liability - \$500,000.
 - ii. Commercial General Liability Insurance
Combined single limit bodily injury/property damage \$1,000,000.
 - iii. Automobile Liability Insurance
 - Bodily injury \$250,000 each person
\$500,000 each occurrence
 - Property damage \$100,000
 - 2) In the event that you are the successful bidder, you will be required to provide a certificate naming the DFCD as an "additional insured" for General Liability.
Certificate holder should be addressed as follows:
Destin Fire Control District
848 Airport Road
Destin, FL 32541
- d. **Invoicing and Payment:** The supplier shall be paid upon receipt of all items and upon receipt of all invoices to: Accounts Payable, Destin Fire Control District, 848 Airport Road, Destin, FL 32541. Invoices are to be billed at the prices stipulated on the purchase order and as outlined in this bid. All invoices must show the Destin Fire Control District Purchase Order Number. Payment terms will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified above.
- e. **Piggyback Provisions:** Under the Florida Interlocal Cooperation Act of 1969, public agencies may engage in cooperative purchasing agreements and intergovernmental agreements and contracts. Winning Bidder agrees to provide same terms and conditions to other qualified government agencies within the State of Florida.
 - 1) **The submission of any bid in response to this Invitation to Bid constitutes a bid made under the same terms and conditions, for the same contract price, to other governmental agencies within the State of Florida, unless otherwise stipulated by the proposing bidder on the bid sheet.**
 - 2) Each governmental agency desiring to accept these bids, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials ordered and received by it, and no agency assumes any liability by virtue of this bid.

f. Public Records

All bids will become the property of the DFCD. The Bidder's response to the Invitation to Bid is a public record pursuant to Florida law, which is subject to disclosure by the DFCD under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The DFCD shall permit public access to all documents, papers, letters or other material submitted in connection with this INVITATION TO BID and any resulting Contract to be executed for this Invitation to Bid, subject to the provisions of Chapter 119.07 of the Florida Statutes. Any language contained in the Bidder's response to the Invitation to Bid purporting to require confidentiality of any portion of the Bidders' response to the Invitation to Bid, except to the extent that certain information is in the DFCD's opinion a Trade Secret pursuant to Florida law, shall be void. If a Bidder submits any documents or other information to the DFCD which the Bidder claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07, the Bidder shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Bidder must specifically identify the exemption being claimed under Florida Statutes 119.07. The DFCD shall be the final arbiter of whether any information contained in the Bidder's response to the Invitation to Bid constitutes a Trade Secret. The DFCD's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the DFCD and the DFCD's officers, employees, and agent, against any loss or damages incurred by any person or entity as a result of the DFCD's treatment of records as public records. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of the DFCD.

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) 837-8413, CONTACT@DESTINFIRE.COM. DESTIN FIRE CONTROL DISTRICT, 848 AIRPORT ROAD, DESTIN, FL 32541.

- g. Returns:** Please provide your policies on the process of returns and refunds.
- h. Shipping Costs:** Include your shipping cost in the unit pricing of each item. All shipments will go to Zip Code 32541
- i. Tax exempt:** The DFCD does not pay federal excise and state sales taxes. The DFCD's tax exemption number is 85-8012643650C-6.
- j. Warranty:** When performance of the services requires the supply of commodities, a warranty is required on all items provided against defective materials, workmanship, and failure to perform in accordance with required industry performance criteria, for a period of not less than ninety (90) days from the date of acceptance by the purchaser. Any deviation from this criteria must be documented in the proposal response or the above statement shall prevail. Delivery of substitute commodities require prior written approval from the ordering location.

6.0 SPECIFICATIONS

- 1) Engine Type: 4-Stroke SOHC
- 2) Propshaft HP: 30 HP EFI
- 3) 3-Cylinder engine
- 4) 6 Valves (2 per cylinder)
- 5) Shaft Length 20"
- 6) Weight (based on lightest model): 141 lbs
- 7) RPM Range: 5500-6500
- 8) Displacement: 30.5 cu. in. (500 cc)
- 9) Gear Ratio: 2.17:1
- 10) Control type: tiller (Standard Tiller Arm Installed)

Standard Features:

- 1) Forward, Neutral and Reverse shift: operates as a conventional propeller driven outboard.
- 2) Inlet Entry Protection: restricts debris from entering Pump Jet
- 3) Protected Rotor (Fully Enclosed):
- 4) Protection for people in the water along with wildlife
- 5) Protects Stator from accidental impacts with underwater debris.
- 6) Water cooled: uses factory (Tohatsu) water pump.
- 7) Alternator Output: 17.5A
- 8) Fuel Line and Tank Included
- 9) Owner's Manual with Basic Tool Kit

7.0 Price Proposal

All pricing must be recorded on Exhibit A of the Invitation to Bid. Prices are valid for 90 days from time of DFCD bid opening. The DFCD shall award contract within this period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

The successful bidder shall provide all labor, materials, and equipment necessary, to put in working operation the two Tohatsu 30 HP Tiller Outboard Motor - Rescue Pro PumpJet All necessary controls, motor, fittings, labor and all other equipment and materials specified shall be part of the successful bidder's work.

a. Shipping

The successful bidder is responsible for the sole shipping of the two motors to the Destin Fire Control District at 848 Airport Road, Destin, FL 32541.

b. System Warranty

Manufacturer's Warranty

Destin Fire Control District - Bidder's Certification**Two Tohatsu 30 HP Tiller Outboard Motor - Rescue Pro PumpJet**

Closing Date: August 28, 2023 12pm CST

The undersigned, declares that they have read the provisions and specifications covering the purchase of outboard motors. With full knowledge and understanding of the requirements, we do hereby agree to furnish equipment in full accordance with the specifications attached hereto and made a part hereof.

FIRM NAME: _____

SIGNATURE: _____

TITLE: _____ DATE: _____

ADDRESS: _____

PHONE NUMBER: _____

Destin Fire Control District - Exhibit A**Two Tohatsu 30 HP Tiller Outboard Motor - Rescue Pro PumpJet**

Closing Date: August 28, 2023 12pm CST

NOTE TO ALL BIDDERS - NO BIDS RECEIVED AFTER CLOSING WILL BE ACCEPTED.

All requests for bids must be marked on the outside of the envelope RFP 23-001 Outboard Motors and received by August 28, 2023, at 12 noon 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.

In compliance with the requirement of this specification (if applicable), vendor must submit with bid two (2) sets of descriptive literature or your bid may not be considered. Further, prices shall be held fixed for one year from date of award. Quantities listed are estimates, actual orders may vary more or less than indicated.

***	Equipment	Qty	Unit Price	Total
1.	Tohatsu 30 HP Tiller Outboard Motor - Rescue Pro PumpJet – 2023	2		
2.	Shipping	2		
3.	Warranty	2		
TOTAL FOR ALL ITEMS			\$_____.	
Please state Vendor Catalog Discount on all other items that are not listed in the bid.			%_____.	

Destin Fire Control District - Exhibit A**Two Tohatsu 30 HP Tiller Outboard Motor - Rescue Pro PumpJet**

Closing Date: August 28, 2023 12pm CST

Exceptions & Deviations

Bidders 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.

EXTENSIONS, TOTALS AND GRAND TOTAL, IF APPLICABLE, SHALL BE ENTERED IN SPACES PROVIDED. FAILURE TO COMPLY MAY RENDER YOUR BID INVALID.

DELIVERY MAY BE A FACTOR IN AWARD. PLEASE STATE DELIVERY SCHEDULE IN SPACE PROVIDED BELOW. FAILURE TO COMPLY MAY RENDER YOUR BID INVALID.

TERMS: BIDDERS ARE REQUESTED TO QUOTE NET PRICES. NET PRICES ARE LIST PRICES LESS TRADE OR OTHER DISCOUNTS OFFERED, EXCEPT CASH DISCOUNTS. IF A CASH DISCOUNT IS OFFERED, IT MUST BE CLEARLY SHOWN IN THE SPACE PROVIDED BELOW. IN ORDER FOR YOUR CASH DISCOUNT TO BE CONSIDERED IN THE BID EVALUATION PROCESS, THE DISCOUNT PERIOD SHALL BE A MINIMUM OF THIRTY DAYS. ANY DISCOUNT PERIOD OFFERED OF LESS THAN THIRTY DAYS WILL NOT BE CONSIDERED IN THE BID EVALUATION PROCESS. ALL DISCOUNTS OFFERED WILL BE TAKEN IF EARNED. TIME WILL BE COMPUTED FROM THE DATE OF ACCEPTANCE AT DESTINATION OR FROM DATE A CORRECT INVOICE IS RECEIVED IF THE LATTER DATE IS LATER THAN THE DATE OF ACCEPTANCE.

TERMS _____% 30 Days

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