

**TOWN OF REDINGTON SHORES  
TOWN CLERK'S OFFICE - TOWN HALL**

**INVITATION TO BID  
SEALED BID**

**NOTICE TO BIDDERS:** SEALED BIDS WILL BE RECEIVED UNTIL THE TIME, AND AT THE PLACE, AND FOR THE ITEMS AS LISTED ON THE TOWN FORM ATTACHED. THE BIDS WILL BE RECEIVED IN THE OFFICE OF THE TOWN CLERK, TOWN HALL, 17425 GULF BLVD., REDINGTON SHORES, FLORIDA 33708 CONTAINING QUOTATIONS FOR SUPPLYING THE TOWN WITH ITEMS(S) OR SERVICES HEREIN LISTED AND AS FURTHER SPECIFIED. THESE BIDS WILL BE PUBLICLY OPENED AT THE TOWN HALL OR OTHER DESIGNATED AREA, IN THE PRESENCE OF BIDDERS AND TOWN OFFICIALS. ALL BIDDERS AND THE PUBLIC ARE INVITED AND ENCOURAGED TO ATTEND THE BID OPENING. AFTER TABULATION AND REVIEW AND WHEN REQUIRED, BIDS WILL BE PRESENTED TO THE TOWN COMMISSION FOR AWARD OF CONTRACT; SUCH AWARD TO BE MADE AT A SUBSEQUENT COUNCIL MEETING.

**HOW TO SUBMIT BID:** ALL BIDS SHALL BE SUBMITTED IN SEALED ENVELOPES, MAILED TO THE TOWN CLERK, 17425 GULF BLVD., REDINGTON SHORES, FLORIDA 33708 AND PLAINLY MARKED ON THE OUTSIDE SEALED BID FOR THE TOWN HALL FLOOR TILE COVERING. IT WILL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT HIS PROPOSAL REACHES THE OFFICE OF THE TOWN CLERK, TOWN OF REDINGTON SHORES ON OR BEFORE CLOSING HOUR AND DATE SHOWN ON THE ATTACHED BID FORM.

**PURPOSE OF BID:** THE TOWN OF REDINGTON SHORES INTENDS TO SECURE A SOURCE OF SUPPLY FOR THE ABOVE ITEM(S) OR SERVICE(S) WHICH MEET THE TOWN'S SPECIFICATIONS AND AT THE LOWEST PRICE, WITH EARLY AND SATISFACTORY MANUFACTURE, PROMPT AND CONVENIENT SHIPMENT, AND SERVICE BY THE SUPPLIER TO THE TOWN. ANY FAILURE ON THE PART OF THE SUPPLIER TO COMPLY WITH THE ENSUING CONDITIONS AND SPECIFICATIONS SHALL BE REASON FOR NOT AWARDED CONTRACT OR TERMINATION OF CONTRACT.

**AWARD:** THE TOWN OF REDINGTON SHORES, FLORIDA RESERVES THE RIGHT TO MAKE AN AWARD TO THE LOWEST RESPONSIBLE BIDDER WHOSE PRODUCT OR SERVICE MEETS THE TERMS, CONDITIONS AND SPECIFICATIONS AND WHOSE BID IS CONSIDERED TO BEST SERVE THE TOWN'S INTEREST AND WHEN RELATED TO A CONTRACT, OR THE PROVIDING OF SUPPLIES OR SERVICES, THE FOLLOWING SHALL BE CONSIDERED WHEN APPLICABLE: THE ABILITY, CAPACITY AND SKILL OF THE BIDDER TO PERFORM AS REQUIRED; WHETHER THE BIDDER CAN PERFORM, EXPERIENCE AND EFFICIENCY OF THE BIDDER; THE QUALITY OF PERFORMANCE SERVICE; THE PREVIOUS AND EXISTING COMPLIANCE BY THE BIDDER WITH RELATED LAWS AND ORDINANCES; THE SUFFICIENCY OF THE FINANCIAL RESOURCES, THE QUALITY, AVAILABILITY AND ADAPTABILITY OF THE SUPPLIES OR SERVICES TO THE PARTICULAR USE REQUIRED; THE ABILITY OF THE BIDDER TO PROVIDE FUTURE MAINTENANCE AND SERVICE FOR THE USE OF THE SUBJECT OF THE CONTRACT; THE NUMBER AND SCOPE OF CONDITIONS ATTACHED TO THE BID DOCUMENT(S). THE TOWN IS NOT OBLIGATED TO AWARD THE BID TO THE LOWEST BIDDER.

**BIDDER PLEASE READ  
GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS  
AND INFORMATION FOR BIDDERS.**

**1. SUBMISSION AND RECEIPT OF BIDS:**

- A. BIDS TO RECEIVE CONSIDERATION, MUST BE POSTMARKED NO LATER THAN AS SPECIFIED HEREIN.
- B. UNLESS OTHER WISE SPECIFIED, BIDDERS MUST USE THE BID FORM FURNISHED BY THE TOWN. FAILURE TO DO SO MAY CAUSE BID TO BE REJECTED. REMOVAL OF ANY PART OF THE BID PROPOSAL MAY INVALIDATE THE BID.
- C. BIDS HAVING ANY ERASURES OR CORRECTIONS MUST BE INITIALED BY BIDDER IN INK. ALL INFORMATION SUBMITTED BY THE BIDDER SHALL BE TYPEWRITTEN OR FILLED IN WITH PEN AND INK.
- D. SEPARATE BIDS MUST BE SUBMITTED ON EACH BID REFERENCE NUMBER.
- E. BIDS SHALL BE SIGNED IN INK.

2. **WARRANTIES FOR USAGE:** WHENEVER A BID IS SOUGHT SEEKING A SOURCE OF SUPPLY FOR MATERIALS OR SERVICES. THE QUANTITIES OR USAGE SHOWN ARE ESTIMATED ONLY UNLESS OTHERWISE STATED. NO GUARANTEE OR WARRANTY IS GIVEN OR IMPLIED BY THE TOWN AS TO THE TOTAL AMOUNT THAT MAY OR MAY NOT BE PURCHASED FROM ANY RESULTING CONTRACTS. THESE QUANTITIES ARE FOR BIDDERS INFORMATION ONLY AND WILL BE USED FOR TABULATION AND PRESENTATION OF BID AND THE TOWN RESERVES THE RIGHT TO INCREASE OR DECREASE QUANTITIES AS REQUIRED.
3. **PRICES TO BE FIRM:** BIDDER WARRANTS BY VIRTUE OF BIDDING THAT PRICES, TERMS AND CONDITIONS QUOTED IN HIS BID WILL BE FIRM FOR ACCEPTANCE FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF BID OPENING UNLESS OTHERWISE STATED BY THE TOWN.
4. **DELIVERY POINT:** ALL ITEMS SHALL BE DELIVERED F.O. B. DESTINATION (I.E. TOWN OF REDINGTON SHORES, FLORIDA ADDRESS) AND DELIVERY COSTS AND CHARGES (IF ANY) WILL BE INCLUDED IN THE BID PRICE. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF THE BID.
5. **CASH PAYMENT AND CASH DISCOUNT (TERMS):** PAYMENT WILL BE MADE ONLY AFTER RECEIPT AND ACCEPTANCE OF MATERIAL OR SERVICES. CASH DISCOUNTS WILL BE CONSIDERED IN DETERMINING THE AWARD.
6. **BRAND NAMES:** IF AND WHEREVER IN THE SPECIFICATIONS A BRAND NAME MAKE, NAME OF ANY MANUFACTURER, TRADE NAME, OR VENDOR CATALOG NUMBER IS MENTIONED, IT IS FOR THE PURPOSE OF ESTABLISHING A GRADE OF QUALITY OF MATERIAL ONLY. SINCE THE TOWN DOES NOT WISH TO RULE OUT OTHER COMPETITION AND EQUAL BRANDS OR MAKES, THE PHRASE EQUIVALENT IS ADDED. HOWEVER, IF A PRODUCT OTHER THAN THAT SPECIFIED IS BID, IT IS THE VENDOR'S RESPONSIBILITY TO NAME SUCH A PRODUCT WITHIN HIS BID AND TO PROVE TO THE TOWN THAT SAID PRODUCT IS EQUAL TO THAT SPECIFIED AND TO SUBMIT BROCHURES, SAMPLES, AND/OR SPECIFICATIONS IN DETAIL ON ITEMS(S) BID. THE TOWN SHALL BE THE SOLE JUDGE CONCERNING THE MERITS OF BIDS SUBMITTED.
7. **SAMPLES AND DEMONSTRATIONS:** EVIDENCE IN THE FORM OF SAMPLES MAY BE REQUESTED (WHEN REQUIRED) IF BRAND IS OTHER THAN SPECIFIED. SUCH SAMPLES ARE TO BE FURNISHED AFTER THE DATE OF BID OPENING ONLY UPON REQUEST OF THE TOWN UNLESS OTHERWISE STATED IN THE BID. IF SAMPLES SHOULD BE REQUESTED, SUCH SAMPLES MUST BE RECEIVED BY THE TOWN NO LATER THAN SEVEN (7) DAYS AFTER FORMAL REQUEST IS MADE. WHEN REQUIRED, THE TOWN MAY REQUEST FULL DEMONSTRATIONS OF ANY UNIT(S) BID PRIOR TO THE AWARD OF ANY CONTRACT. SAMPLES, WHEN REQUESTED, MUST BE FURNISHED FREE OF EXPENSE TO THE TOWN AND IF NOT USED IN TESTING OR DESTROYED, WILL UPON REQUEST WITHIN THIRTY (30) DAYS OF BID AWARD BE RETURNED AT THE BIDDER'S EXPENSE.
8. **QUALITY:** ALL MATERIAL USED FOR THE MANUFACTURE OR CONSTRUCTION OF ANY SUPPLIES, MATERIALS OR EQUIPMENT COVERED BY THIS BID SHALL BE NEW, THE LATEST MODEL, OF THE BEST QUALITY AND THE HIGHEST GRADE WORKMANSHIP.
9. **SIGNATURE:** ALL QUOTATIONS AND BIDS MUST BE SIGNED WITH THE FIRM NAME AND BY AN OFFICER OR EMPLOYEE HAVING AUTHORITY TO BIND THE COMPANY OR FIRM BY HIS/HER SIGNATURE.
10. **ACCEPTANCE OF MATERIAL:** THE MATERIAL DELIVERED UNDER THIS BID SHALL REMAIN THE PROPERTY OF THE SELLER UNTIL A PHYSICAL INSPECTION AND ACTUAL USAGE OF THIS MATERIAL, SERVICES, OR BOTH, IS MADE AND THEREAFTER ACCEPTED TO THE SATISFACTION OF THE TOWN AND MUST COMPLY WITH THE TERMS HEREIN, AND BE FULLY IN ACCORD WITH SPECIFICATIONS AND OF THE HIGHEST QUALITY. IN THE EVENT THE MATERIAL, SERVICES, OR BOTH, SUPPLIED TO THE TOWN IS FOUND TO BE DEFECTIVE OR DOES NOT CONFORM TO SPECIFICATIONS, THE TOWN RESERVES THE RIGHT TO CANCEL THE ORDER UPON WRITTEN NOTICE TO THE SELLER AND RETURN THE PRODUCT TO SELLER AT THE SELLER'S

- EXPENSE.
11. **VARIATIONS TO SPECIFICATIONS:** FOR THE PURPOSES OF EVALUATION, BIDDER MUST INDICATE ANY VARIANCES FROM OUR SPECIFICATIONS, TERMS, OR CONDITIONS, NO MATTER HOW SLIGHT. IF VARIATIONS ARE NOT STATED OR REFERENCED IN THE SPACE PROVIDED ON PAGE NO. 1 OF THE BID FORM, IT WILL BE ASSUMED THAT THE PRODUCT OR SERVICE FULLY COMPLIES WITH OUR SPECIFICATIONS, TERMS AND CONDITIONS.
  12. **DELIVERY:** TIME WILL BE OF THE ESSENCE FOR ANY ORDERS PLACED AS A RESULT OF THIS BID. PURCHASER RESERVES THE RIGHT TO CANCEL SUCH ORDERS, OR ANY PART THEREOF, WITHOUT OBLIGATIONS IF DELIVERY IS NOT MADE AT THE TIME(S) SPECIFIED ON THE BID FORM.
  13. **PRICING:** PRICES SHOULD BE STATED IN UNITS OF QUANTITY SPECIFIED IN THE SPECIFICATIONS. IN CASE OF DISCREPANCY IN COMPUTING THE AMOUNT OF THE BID, UNIT PRICE QUOTED WILL GOVERN.
  14. **PRICE CHANGES RE CONTRACTS (WHEN APPLICABLE):** IF ANY TIME DURING THE PERIOD OF THE CONTRACT, THE TOWN OF REDINGTON SHORES, FLORIDA IS ABLE TO PURCHASE THE ITEMS SERVICES, OR BOTH, AT PRICES LESS THAN OUR CONTRACT PRICE, THE SUCCESSFUL BIDDER SHALL MEET THESE PRICES AND IN THE EVENT OF HIS FAILURE TO DO SO, THE TOWN MAY CANCEL THE CONTRACT AND PURCHASE THE ITEMS, OR SERVICES, FROM ANOTHER SUPPLIER, OR SEEK A NEW CONTRACT FROM THE OPEN MARKET.
  15. **COPYRIGHTS OR PATENT RIGHTS:** BIDDER WARRANTS THAT THERE HAS BEEN NO VIOLATION OR COPYRIGHTS OR PATENT RIGHTS IN MANUFACTURING, PRODUCING OR SELLING THE GOODS SHIPPED OR ORDERED AS A RESULT OF THIS BID, AND AGREES TO HOLD THE TOWN HARMLESS FROM ANY AND ALL LIABILITY, LOSS OR EXPENSE OCCASIONED BY ANY SUCH VIOLATION.
  16. **SAFETY STANDARDS:** THE BIDDER WARRANTS THAT THE PRODUCT SUPPLIED TO THE TOWN CONFORMS IN ALL RESPECTS TO THE STANDARD SET FORTH IN THE OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 AND ITS AMENDMENTS AND THE STATE OF FLORIDA, AND "STANDARD CONSUMER SAFETY PERFORMANCE SPECIFICATION FOR PLAYGROUND EQUIPMENT FOR PUBLIC USE" AND THE FAILURE TO COMPLY WITH THIS CONDITION WILL BE CONSIDERED A BREACH OF CONTRACT.
  17. **TAXES:** THE TOWN OF REDINGTON SHORES, FLORIDA IS EXEMPT FROM ANY TAXES IMPOSED BY STATE AND FEDERAL GOVERNMENT. EXEMPTION CERTIFICATES WILL BE PROVIDED UPON REQUEST. STATE SALES TAX EXEMPTION CERTIFICATE NO. 62-00-145437-54C APPLIES, AND APPEARS ON EACH PURCHASE ORDER. FEDERAL EXEMPTION TAX NUMBER IS 59-60-33975.
  18. **FAILURE TO QUOTE:** IF YOU DO NOT QUOTE, PLEASE RETURN NO BID FORM, STATING REASON THEREON, AND REQUEST THAT YOUR NAME BE RETAINED ON OUR MAILING LIST, OTHERWISE, YOUR NAME MAY BE REMOVED FROM OUR MAILING LIST.
  19. **MANUFACTURER'S CERTIFICATION:** THE TOWN OF REDINGTON SHORES, FLORIDA RESERVES THE RIGHT TO REQUEST FROM BIDDERS SEPARATE MANUFACTURER CERTIFICATION OF ALL STATEMENTS MADE IN THE BID.
  20. **SIGNED BID CONSIDERED AN OFFER:** THIS SIGNED BID SHALL BE CONSIDERED AN OFFER ON THE PART OF THE BIDDER OR CONTRACTOR, WHICH OFFER SHALL BE DEEMED ACCEPTED UPON APPROVAL BY THE TOWN COMMISSION OF THE TOWN OF REDINGTON SHORES OR THE ISSUANCE OF A PURCHASE ORDER, AND IN CASE OF A DEFAULT ON THE PART OF THE BIDDER OR CONTRACTOR AFTER SUCH ACCEPTANCE, THE TOWN OF REDINGTON SHORES, FLORIDA MAY TAKE SUCH ACTION AS IT DEEMS APPROPRIATE INCLUDING LEGAL ACTION FOR DAMAGES OR SPECIFIC PERFORMANCE.

**21. LIABILITY, INSURANCE, LICENSES AND PERMITS:** WHERE BIDDERS ARE REQUIRED TO ENTER OR GO ONTO TOWN OF REDINGTON SHORES PROPERTY TO DELIVER MATERIALS OR PERFORM WORK OR SERVICES AS A RESULT OF BID AWARD, THE BIDDER WILL ASSUME THE FULL DUTY, OBLIGATION AND EXPENSE OF OBTAINING ALL NECESSARY LICENSES, PERMITS, AND INSURANCE AS REQUIRED. THE BIDDER SHALL BE LIABLE FOR ANY DAMAGES OR LOSS TO THE TOWN OCCASIONED BY NEGLIGENCE OF THE BIDDER (OR HIS AGENT) OR ANY PERSON THE BIDDER HAS DESIGNATED IN THE COMPLETION OF HIS CONTRACT AS A RESULT OF HIS BID.

**22. RESERVATIONS FOR REJECTION AND AWARD:** THE TOWN OF REDINGTON SHORES, FLORIDA RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS OR PARTS OF BIDS, TO WAIVE IRREGULARITIES AND TECHNICALITIES, AND TO REQUEST REBIDS ON THE REQUIRED MATERIALS. THE TOWN ALSO RESERVES THE RIGHT TO AWARD THE CONTRACT ON SUCH MATERIAL THE TOWN DEEMS WILL BEST SERVE ITS INTERESTS. IT FURTHER RESERVES THE RIGHT TO AWARD THE CONTRACT ON A SPLIT ORDER BASIS, LUMP SUM, OR INDIVIDUAL ITEM BASIS, OR SUCH COMBINATION AS SHALL BEST SERVE THE INTEREST OF THE TOWN IN THE OPINION OF THE TOWN COMMISSION AND THE APPLICABLE DEPARTMENT UNLESS OTHER WISE STATED.

THE TOWN ALSO RESERVES THE RIGHT TO WAIVE MINOR VARIATIONS TO SPECIFICATION (INTERPRETATION OF MINOR VARIANCES WILL BE MADE BY APPLICABLE TOWN DEPARTMENT PERSONNEL.) IN ADDITION, THE TOWN RESERVES THE RIGHT TO CANCEL ANY CONTRACT BY GIVING 30 DAYS WRITTEN NOTICE. FAILURE TO COMPLY WITH BOND, BID DEPOSIT, OR CHECK REQUIREMENTS AS STATED IN THE BID DOCUMENTS SHALL BE CONSIDERED A MATERIAL DEVIATION AND SHALL MEAN THAT THE TOWN SHALL REJECT ANY NON-COMPLYING BID.

**23. SPECIFICATIONS:** ANY OMISSIONS OF DETAIL SPECIFICATIONS STATED HEREIN THAT WOULD RENDER THE MATERIAL/SERVICES FROM USE AS SPECIFIED WILL NOT RELIEVE THE BIDDER FROM RESPONSIBILITY.

**24. BID ATTACHMENTS:** A BID RESPONSE TO AN INVITATION TO BID WHICH HAS ATTACHED A CONDITION OF SALE OR ANY OTHER ATTACHMENT WHICH ALTERS THE SPECIFICATIONS, CONDITIONS, TERMS, OR MAKES IT SUBORDINATE, MAY BE CAUSE FOR REJECTION.

**REQUEST FOR PROPOSAL**  
**(TOWN HALL TILE FLOOR COVERING)**

*Town of Redington Shores  
17425 Gulf Boulevard  
Redington Shores, Florida 33708  
(727) 397-5538*

- 1.0 **PURPOSE:** The Town is actively seeking proposals from a qualified licensed construction firm, hereinafter to be referred to Redington Shores Florida in accordance with the Town's schedule at the location specified in the RFP.
- 2.0 **INTENT:** The specifications provided are intended to serve as a guide for performance of the services requested. The intent is not to rule out any firm which will meet the Town's performance requirements, as contained in the RFP specifications, and determined by the Town Commission.
- 3.0 **ADDITIONAL INFORMATION:** For information concerning bidding procedures, contact, Mary Palmer, Town Clerk, at (727)397-5538. For additional information concerning the technical specifications contained in this bid contact Joseph Walker, Building Inspector, at (727)397-5538. Such contact is to be for clarification purposes only. Material changes, if any, to the written specifications or bidding procedures will only be transmitted by written addendum.
- 4.0 **PRE-PROPOSAL SITE VISIT:** A site visit is recommended for the proposer to become familiar with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, parts, and labor required. The Building Inspector will be available for questions during scheduled site visits.
- 5.0 **SELLING, TRANSFERRING OR ASSIGNING CONTRACT:** No contract awarded under these terms, conditions and specifications shall be sold, transferred or assigned without the written approval of the Town Commission.
- 6.0 **PERMITS, TAXES, LICENSES:** The successful Contractor shall at his own expense obtain all necessary permits, pay all licenses, fees and taxes, rules and regulations applicable to business to be carried on under this contract. The Town's permit fee will be waived.
- 7.0 **LAWS, ORDINANCES, REGULATIONS:** The Contractor shall observe and comply with all Federal, State, local and municipal laws, ordinances, statutes, rules and regulations that would apply to this contract.
- 8.0 **INDEMNIFICATION/HOLD HARMLESS:** The Contractor agrees to protect, defend, indemnify and hold harmless the Town of Redington Shores and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed to be performed by the contractor under the terms of the agreement. Without limiting the foregoing, any and all such claims, suits, or other expenses, or liabilities of

every and any kind including attorney fees, in connection with or arising directly or indirectly out of the work agreed without limiting the foregoing, any and all such claims, suits, or other material or workmanship, actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

**9.0 INSURANCE REQUIREMENTS:** The Contractor shall provide insurance coverage as follows: Workers Compensation as required by Florida Statutes for benefit of Contractor employees. Comprehensive General Liability and Automobile Liability in the combined single limit of five hundred thousand (\$500,000.00) dollars. The contractor shall provide to the Town Clerk original certificates of such coverage prior to engaging in any activities under this contract. Such certificate shall list the Town as an additional named insured, and shall have no less than ten days notice of cancellation. No work can be started until the certificate is submitted and approved by the Town Clerk.

**10.0 TERMINATION FOR CAUSE:** If, through any cause, the contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the contractor shall violate any of the provisions of this Agreement, the Town may upon written notice to the contractor, terminate the right of the contractor to proceed under this agreement or with such part or parts of the agreement as to which there has been default, and may hold the contractor liable for any damages caused to the Town by reason of such default and termination. In the event of such termination, any completed services performed by the contractor under this agreement shall, at the option of the Town, become its property and the contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the Town. The Contractor, however, shall not thereby be relieved of liability to the Town for damages sustained by the Town by reason of any breach of the Agreement by the Contractor, and the Town may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the Town from the contractor is determined. The contractor shall not be held liable for damages under this Article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the Town from terminating this agreement because of such delay.

**11.0 INVOICES:** The Town shall require an itemized invoice detailing all equipment, materials, and labor provided this project. The invoice total shall agree with the proposers Total Price submitted in the RFP, and in accordance with all specifications, terms and conditions. Payment of the contractor's invoice shall be processed for payment thirty (30) days after the satisfactory acceptance, by the town, of the portion of the project applied for. The contractor shall include a progress-billing schedule with the proposal amount.

**12.0 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, or national origin in the operations conducted under this contract.

**13.0 PROPOSER QUALIFICATIONS:** Qualified proposers shall provide the Town with credentials supporting their prior experience, expertise and ability to provide, the services specified in the RFP. Proposers shall provide a list of client references and projects, to include current customers, past customers, government agencies, and the number of years providing marine contracting services.

**14.0 INDEPENDENT CONTRACTOR:** Contractor is an independent contractor under this agreement. Personal services provided by the contractor shall be by employees of the contractor and subject to supervision by the contractor, and not as officers, employees, or agents of the Town. Personnel policies, tax responsibilities, social security and health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under the resulting contract shall be those of the contractor.

**15.0 SCOPE OF WORK**

**16.0 RELATED MAINTENANCE**

**17.0 WARRANTEE**

The Contractor shall furnish warrantee information for all products used.

**18.0 PERMITS**

The Contractor will secure all required permits by the Town of Redington Shores. (The Town of Redington Shores will waive its permit fee.)



## **19.0 ACCEPTANCE**

There will be an acceptance sign-off by the Town and Contractor when all work is completed. All work will be fully operational to the satisfaction of the Building Official and designated Stormwater Commissioner.

## **20.0 EVALUATION AND AWARD:**

The Town will evaluate all proposals to determine which proposal best meets the needs of the Town.

## **21.0 INSTRUCTIONS TO PROPOSERS:**

### 21.1 Submission of a Proposal:

- a. Proposers are required to return their proposals signed by a representative who is authorized to contractually bind the Contractor.
- b. Proposers shall submit their proposals to the Town Clerk on or before the date and time indicated in the RFP.  
Proposers shall submit all costs in the formats specified in the Proposal Summary forms included with the RFP.
- c. Proposals openings are open to the public, Proposer's confidential information, if applicable, should not be included in the proposal.
- d. The proposer should examine this RFP carefully. Ignorance of the requirements will not relieve the contractor from liability and obligations under the contract.
- e. Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the proposer's capabilities to satisfy the requirements of the RFP. Technical literature must be included; the emphasis in each proposal must be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that proposers follow the format and instructions contained herein.
- f. The Town shall not be liable for any costs incurred by proposers in responding to this RFP.

## **22. REQUIREMENTS FOR THE PROPOSAL:**

### 22.1 Proposals must include:

- a. Proposal Form page 1
- b. Proposals must contain a detailed description of

- the services proposed (including literature) and installation plans.
- c. Summary of proposer's experience, including other similar completed projects.
  - d. A reference list of customers who can substantiate proposers reliability, and ability to perform the installation and equipment service.
  - e. A TOTAL COST TO THE TOWN, NOT TO EXCEED, to include, but not necessarily be limited to, the Scope of Work as contained in Section 15.
  - f. PROPOSER MUST PROVIDE AN ORIGINAL AND EIGHT COPIES OF THE PROPOSAL.

**23.0 RFP SCHEDULE:**

	<b>DATE</b>	<b>TIME</b>
PROPOSALS DUE:	3/2/2018	3:00 P.M.
Bid Opening and Review:	3/2/2018	3:15 P.M.

**TOWN OF REDINGTON SHORES  
PROPOSAL FORM**

**DATE:** \_\_\_\_\_

**(THIS IS NOT AN ORDER)**

**ITEM(S) REQUIRED:** \_\_\_\_\_

**USING** \_\_\_\_\_  
**BUYER:** \_\_\_\_\_

**AGENCY:** \_\_\_\_\_

<b>BIDS MUST BE SUBMITTED ON OR BEFORE</b>	<b>at</b>	<b>AM/PM *</b>

\* EASTERN STANDARD TIME OR EASTERN STANDARD DAYLIGHT TIME AS APPLICABLE. THE OFFICIAL TIME SHALL BE AS RECORDED ON THE DATE/TIME RECORDING CLOCK IN THE TOWN CLERKS OFFICE. IT WILL BE THE SOLE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT HIS PROPOSAL REACHES THE OFFICE OF THE TOWN CLERK (MAIL: 17425 GULF BLVD., REDINGTON SHORES, FLORIDA 33708), TOWN OF REDINGTON SHORES, ON OR BEFORE CLOSING HOUR (TIME LISTED FROM 8:00 TO 12:00 INDICATES A.M TO NOON) (TIMES LISTED FROM 1:00 TO 5:00 INDICATES P.M.) AND DATE SHOWN ABOVE.

THE LEGAL ADVERTISEMENT, INVITATION-TO-BID, GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS, SPECIAL CONDITIONS, SPECIFICATIONS, ADDENDUM, AND/OR ANY OTHER PERTINENT DOCUMENT FORM A PART OF THIS PROPOSAL AND BY REFERENCE ARE MADE A PART HEREOF.

**ANTI-COLLUSION STATEMENT:** THE BELOW SIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS BID WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO A BID WHATEVER. (NOTE: NO PREMIUMS, REBATES OR GRATUITIES PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIALS (AS APPLICABLE) AND THE REMOVAL FROM BID LIST(S).

**TO THE TOWN CLERK OF THE TOWN OF REDINGTON SHORES, FLORIDA:** WE (I), THE BELOW SIGNED HEREBY AGREE TO FURNISH THE FOLLOWING ARTICLE(S) AND/OR SERVICE(S) AT THE PRICE(S) AND TERMS STATED SUBJECT TO ALL INSTRUCTIONS, CONDITIONS, SPECIFICATIONS, AND ALL ATTACHMENTS HERETO. WE (I) HAVE READ ALL ATTACHMENTS INCLUDING THE SPECIFICATIONS AND FULLY UNDERSTAND WHAT IS REQUIRED. BY SUBMITTING THIS SIGNED PROPOSAL, WE (I) OFFICIALLY ACCEPT A CONTRACT IF APPROVED BY THE TOWN AND SUCH ACCEPTANCE COVERS ALL THE TERMS, CONDITIONS, AND SPECIFICATIONS OF THIS PROPOSAL: AND WE HEREBY AGREE THAT WE WILL MAKE AVAILABLE FOR AUDIT TO APPROPRIATE TOWN AUDITORS ANY APPLICABLE BUSINESS AND/OR FINANCIAL RECORDS PERTINENT TO A RESULTING ORDER AND/OR CONTRACT.

ALL PRICES TO BE QUOTED F.O.B. TOWN OF REDINGTON SHORES, FLORIDA (DELIVERED AT THE APPLICABLE TOWN ADDRESS INDICATED ON THE PURCHASE ORDER.) NOTE: ANY CONDITION AND/OR PROVISION STATED IN THIS PROPOSAL FORM NO. 2 WILL TAKE PRECEDENCE OVER ANY STATED IN THE INVITATION TO BID FORM NO. 1.

BIDS ARE FIRM FOR ACCEPTANCE WITHIN 90 DAYS AFTER BID OPENING DATE: YES _____ NO _____ OTHER.
TERMS: _____ % _____ DAYS OR BY _____ OF MONTH (TO APPLY ON DATE OF DELIVERY AND ACCEPTANCE OF MATERIAL)
IF AWARDED ALL ITEMS BID HEREIN, AN ADDITIONAL DISCOUNT OF _____ % IS OFFERED IN ADDITION TO ANY TERMS OFFERED ABOVE.
DELIVERY: _____ CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER (TOWN RESERVES THE RIGHT TO CONSIDER DELIVERY TIME AS VITAL CONSIDERATION WHEN MAKING OR RECOMMENDING AWARD.)

**VARIANCES:** STATE ANY VARIATIONS TO SPECIFICATIONS, TERMS AND/OR CONDITIONS IN THIS SPACE OR REFERENCE HEREIN ALL VARIANCES CONTAINED ON OTHER PAGES OF THIS PROPOSAL FORM OR IN ANY BID ATTACHMENT. NO VARIATIONS OR EXCEPTIONS BY A BIDDER WILL BE CONSIDERED OR WILL BE DEEMED TO BE A PART OF THE BID SUBMITTED UNLESS SUCH VARIATION OR EXCEPTION IS LISTED WITHIN THE BID DOCUMENTS AND REFERENCED IN THIS COLUMN. NO SEPARATE OR ACCOMPANYING DOCUMENTS OR LETTERS WILL BE CONSIDERED AS INCLUDED WITHIN A SUBMITTED BID. THE TOWN WILL NOT BE BOUND IN ANY MANNER WHATSOEVER BY ANY VARIATION OR EXCEPTION OR LIMITATION NOT SPECIFICALLY LISTED WITHIN THE BID DOCUMENTS. ALL PRICES WILL BE CONSIDERED AS FIRM FOR THE PERIOD INDICATED WITHIN THE BID DOCUMENTS UNLESS A BIDDER TAKES SPECIFIC EXCEPTION THERETO AND LISTS SUCH EXCEPTION WITHIN THE BID DOCUMENTS AND REFERENCED IN THIS COLUMN. IF NO STATEMENT IS CONTAINED IN THIS SPACE, IT IS HEREBY IMPLIED THAT YOUR BID COMPLIES WITH THE FULL SCOPE OF THIS BID INVITATION.

\_\_\_\_\_  
\_\_\_\_\_

**IF PURCHASE ORDER PAYMENT AND/OR FUTURE BIDS ARE TO BE MAILED TO OTHER THAN PROPOSER'S ADDRESS SHOWN BELOW, PLEASE COMPLETE THE FOLLOWING:**

**MAIL PURCHASE ORDER TO:**

**MAIL PAYMENT TO:**

**MAIL BIDS TO:**

TELEPHONE NO. (     ) \_\_\_\_\_

PROPOSAL SUBMITTED BY:  
NAME (PRINTED) \_\_\_\_\_ TITLE: \_\_\_\_\_

COMPANY: (LEGAL REGISTERED TITLE IN FULL)

\_\_\_\_\_  
ADDRESS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ TELEPHONE NO: (     ) \_\_\_\_\_

DATE: \_\_\_\_\_ INDICATE WHICH: CORPORATION: \_\_\_\_\_  
PARTNERSHIP: \_\_\_\_\_  
INDIVIDUAL: \_\_\_\_\_  
OTHER: \_\_\_\_\_

ENCLOSED REFERENCES APPLICABLE TO PROPOSAL:  
INVITATION TO BID (BID FORM NO. 1)

TOWN OF REDINGTON SHORES, FLORIDA

PROPOSAL SUMMARY PAGE 1 OF 3

PROPOSER TO COMPLETE THE FOLLOWING:

1. COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PRINCIPAL CONTACT PERSON: \_\_\_\_\_

(NAME AND TITLE)

TELEPHONE NUMBER \_\_\_\_\_

2. ARE THERE ANY SERVICES SPECIFIED IN THE RFP, WHICH ARE NOT INCLUDED IN YOUR PROPOSAL?

\_\_\_\_\_ YES \_\_\_\_\_ NO

IF YES, PLEASE EXPLAIN IN THE SPACE BELOW, OR PROVIDE AS AN APPENDIX TO YOUR PROPOSAL:

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3. AFTER TOWN APPROVAL OF A CONTRACT, HOW MANY DAYS WILL BE REQUIRED BEFORE YOU ARE ABLE TO MAKE DELIVERY OF THE SERVICES AND COMPLETE THE SERVICES REQUIRED?

PROJECT COMMENCEMENT: \_\_\_\_\_/DAYS AFTER RECEIPT OF AWARD.

4. PLEASE COMPLETE THE FOLLOWING:

A. DO YOU HAVE THREE (3) OR MORE EMPLOYEES?

\_\_\_\_\_ YES \_\_\_\_\_ NO

IF YES, DO YOU HAVE WORKER'S COMPENSATION INSURANCE?

\_\_\_\_\_ YES \_\_\_\_\_ NO

OR B. DO YOU HAVE THE REQUIRED TOWN OR OTHER REQUIRED LICENSES PERMITS REQUIRED TO PERFORM THE WORK CONTAINED IN THE RFP SPECIFICATIONS?

\_\_\_\_\_ YES \_\_\_\_\_ NO

C. DO YOU HAVE THE REQUIRED LIABILITY INSURANCE, AS STATED IN THE RFP SPECIFICATIONS?

\_\_\_\_\_ YES \_\_\_\_\_ NO

5. A. INCLUDE A CLIENT REFERENCE LIST FOR SIMILAR INSTALLATIONS. (A MINIMUM OF THREE REFERENCES REQUIRED.) INCLUDE COMPANY NAMES, CONTACT PERSON, ADDRESS & TELEPHONE NUMBER:

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**CONTRACTOR SERVICES FOR TOWN OF REDINGTON SHORES**

B. HAVE YOU INCLUDED DETAILED INFORMATION AND LITERATURE ON PROPOSED PROJECT?

\_\_\_\_\_ YES \_\_\_\_\_ NO

IF NO, PLEASE EXPLAIN:

6. INDICATE THE WARRANTY PERIOD OF THE REPAIR WORK PROPOSED, INCLUDING THE WARRANTY PERIOD ON THE TOTAL INSTALLATION, AFTER ACCEPTANCE BY THE TOWN.

PROJECT WARRANTY PERIOD: \_\_\_\_\_

TOTAL INSTALLATION WARRANTY/AFTER ACCEPTANCE: \_\_\_\_\_

7. INDICATE THE NUMBER OF YEARS YOUR COMPANY HAS BEEN PROVIDING THIS TYPE OF SERVICE.

\_\_\_\_\_

a. GIVE THE LOCATION OF THE OFFICE FROM WHICH THE WORK IS TO BE PERFORMED, IF DIFFERENT FROM YOUR COMPANY ADDRESS.

\_\_\_\_\_

b. GIVE THE LOCATION, CONTACT PERSON, TELEPHONE NUMBER OF YOUR NEAREST SERVICE FACILITY, IF DIFFERENT FROM THE ABOVE.

\_\_\_\_\_

8. INDICATE IN THE SPACE PROVIDED, YOUR **TOTAL COST, NOT TO EXCEED, FOR ALL THE SERVICES CONTAINED IN THE RFP SPECIFICATION:**

\$ \_\_\_\_\_

PROPOSER PLEASE ENSURE THAT YOU HAVE SIGNED PAGE NUMBER 1 OF THIS RFP. OMISSION OF A SIGNATURE ON THAT PAGE MAY RESULT IN REJECTION OF YOUR PROPOSAL.

COMPLETE AND RETURN THE REQUIRED COPIES OF THE PROPOSAL PAGES AND PAGE NUMBER 1 OF THIS PROPOSAL PROPERLY FILLED OUT AND SIGNED.

RFP IDENTIFICATION: PLEASE INDICATE ON THE FACE OF YOUR SEALED RFP ENVELOPE THE FOLLOWING:

IF YOU DO NOT INTEND TO BID, PLEASE INDICATE THE REASON SUCH AS INSUFFICIENT TIME, DO NOT OFFER PRODUCT OR SERVICE, UNABLE TO MEET SPECIFICATIONS, SCHEDULE WOULD NOT PERMIT, OR ANY OTHER REASON BELOW. FAILURE TO BID OR RETURN THIS RFP WITH YOUR NO BID COMMENTS PRIOR TO THE OPENING DATE AND TIME MAY RESULT IN YOUR FIRM BEING DELETED FROM OUR BIDDER'S LIST

**CONTRACTOR SERVICES FOR THE TOWN OF REDINGTON SHORES**

NO BID  
COMMENTS:

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IF YOU HAVE RECENTLY CHANGED YOUR ADDRESS AND YOUR CURRENT ADDRESS IS DIFFERENT FROM THE ONE TO WHICH WE MAILED THIS BID, PLEASE INDICATE BELOW AND USE YOUR NEW ADDRESS ON PAGE 1 OF THIS BID. THIS WILL ENSURE THAT YOU WILL RECEIVE BIDS IN THE FUTURE.

NEW ADDRESS USED ON PAGE 1 \_\_\_\_\_

Approved by:

Town Commission  
Date