CITY OF APALACHICOLA

FLORIDA

REQUEST FOR PROPOSALS

RFP No. 2026-011

Operation of the City Haul-Out Facility

(Concession Operating Agreement)

Issued By:	**City of Apalachicola, Florida**
Issue Date:	**November 13, 2026**
Optional Site Visit:	**November 18, 2026 @ 10:00 A.M. Eastern Time, at the Facility**
Deadline for Questions:	**December 2, 2026 @ 2:00 P.M. Eastern Time**
Proposal Due Date:	**December 16, 2026 @ 12:00 P.M., Eastern Time**
Submit To:	**City Hall** **1 Bay Avenue** **Apalachicola, Florida 32320** **Attention: Operations**
Contact:	**Micah Priest** **mpriest@cityofapalachicola.com** **(850) 653-9319**
Term:	**Three (3) years, with options to renew for two (2) additional one-year terms (years 4 and 5)**
Compensation:	**Operator pays City a flat Monthly Base Fee of $1,500.00 plus ten percent (10%) of all Haul-Out Revenue; Operator retains all other Gross Receipts**

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CITY OF APALACHICOLA
REQUEST FOR PROPOSALS

RFP No. 2026-011
OPERATION OF THE CITY HAUL-OUT FACILITY

The City of Apalachicola is requesting sealed proposals from qualified marine service firms to operate the City-owned Haul-Out Facility, including its 50-ton mobile boat hoist (travel lift), under a concession operating agreement. The selected Operator will provide vessel haul-out and launch services to the public and will pay the City a flat Monthly Base Fee of $1,500.00 plus ten percent (10%) of all Haul-Out Revenue, as described in Section 4. The City will be responsible for maintenance of the Facility and equipment, except Localized Upkeep, which is the Operator's responsibility, as described herein. The agreement term is three (3) years with options to renew for two (2) additional one-year terms (years 4 and 5).

Sealed and complete hardcopy proposals with original (paper) and plus one (1) complete electronic copy (PDF) on a USB drive, must be received no later than December 16, 2026, 12:00 P.M., local time, at the following location:

City Hall

1 Bay Avenue

Apalachicola, Florida 32320

Attention: Operations

The face of the sealed envelope shall be plainly marked identifying the proposer, and the RFP title and number. Proposals received after closing time will not be accepted. Multiple proposals from the same entity will not be accepted. Immediately afterward, proposals received will be opened and publicly acknowledged. Interested parties may attend.

An optional pre-proposal site visit will be held at the Haul-Out Facility on November 18, 2026, at 10:00 A.M., Eastern time. Attendance is not required to submit a proposal. Firms unable to attend may arrange an individual site visit through contacting City Hall no later than November 25, 2026. Questions arising from any site visit must be submitted in writing by the question deadline below; oral answers given at a site visit are not binding.

At the conclusion of the selection process, a Notice of Intent to Award will be posted to the City's website at https://www.cityofapalachicola.com/. Complete specifications and any addenda will be posted to the City's website. Proposers are responsible for obtaining addenda and are advised to check the website frequently.

Any questions concerning the RFP should be submitted in writing no later than December 2, 2026, at 2:00 P.M., local time, to:

Micah Priest, Director of Operations

Apalachicola City Hall

1 Bay Avenue

Apalachicola, Florida 32320

mpriest@cityofapalachicola.com

The City of Apalachicola adheres to the Americans with Disabilities Act and will make reasonable accommodations for access to City services, programs, and activities. Please contact Michelle Hay, City Clerk and 504/ADA Coordinator, at mhay@cityofapalachicola.com or call (850) 653-9319. Requests must be made at least 48 hours in advance of the event to allow the City time to provide the requested services.

The City reserves the right to accept or reject any or all proposals, to waive any informalities, and to re-advertise when deemed in the best interest of the City. The City of Apalachicola is an equal opportunity employer and agency, and it strictly requires all contractors, vendors, and bidders responding to its Requests for Proposals (RFPs) to adhere to the same non-discrimination standards.

SECTION 1 – INTRODUCTION AND BACKGROUND

1.1 Purpose

The City of Apalachicola, herein referred to as the "City," owns and maintains a Haul-Out Facility (the "Facility") that serves the City's commercial fishing fleet, recreational boaters, and transient vessels operating on the Apalachicola River, Apalachicola Bay, and the Gulf Intracoastal Waterway. The City is seeking proposals from qualified, experienced firms to operate the Facility's haul-out and launch services in partnership with the City under a concession operating agreement.

The purpose of this solicitation is to select an Operator that will provide safe, reliable, and fairly priced haul-out and launch services to the public; protect the City's equipment and the surrounding waters; and maximize the Facility's availability and revenue for the benefit of the working waterfront and the City.

1.2 Background

The Facility is currently operated by Hayes Marine Services. The incumbent operator is eligible to submit a proposal and will be evaluated on the same basis as all other proposers. The current operating arrangement will expire or terminate upon commencement of the agreement resulting from this RFP.

Apalachicola, on the Gulf Intracoastal Waterway, is home port to a commercial seafood fleet that includes oyster, shrimp, and finfish vessels, as well as a growing number of recreational and transient vessels. Reliable local haul-out capacity is important to the safety and economic health of these users, particularly before and after storm events.

1.3 Facility Description

The Facility is fully constructed and in service. It includes the following City-owned improvements and equipment, which will be made available to the Operator for the sole purpose of performing the services described in this RFP:

Component	Description
Location	477 Market St. **Apalachicola**, FL 32320
Mobile Boat Hoist (Travel Lift)	Straddle-type mobile boat hoist with rated capacity of 50 tons; rubber-tired, self-propelled, with two lifting slings.
Haul-Out Slip / Lift Well	Concrete-piered lift well with approach dock. The water depths at the primary haul-out and deep-water docking facilities range between 4 to 12 feet, depending heavily on the location and the tide.
Paved Work Apron	Paved apron adjacent to the lift well for vessel transfer, wash-down, and temporary blocking.
Upland Yard Area	Approximately 1.5 acres of yard area for short-term blocking of vessels in connection with haul-out services.

Component	Description
Wash-Down Area	**Wash-down pad with a specialized wastewater filtration and recycling system to prevent marine paint chips, heavy metals, and hull biofouling from reaching Scipio Creek and the Apalachicola River.**
Blocking Equipment	Standard, heavy-duty commercial boatyard yarding and stabilization systems. The primary blocking inventory includes adjustable motorboat, and sailboat stands, Keel Blocking Blocks, Tie-Down and Safety Gear.
Utilities	Provides heavy-duty shore support for both standard repairs and long-term staging. Facility has electrical service with high-amperage pedestals and industrial work outlets, high-volume fresh water, separated wash down supply, sanitary sewer and pump stations, and controlled drainage network.

The Facility, equipment, and all improvements always remain the property of the City. Proposers are encouraged to inspect the Facility and equipment at the optional site visit. The Facility and equipment are offered in their "as-is" condition, subject to the City's maintenance obligations stated in Section 3.

1.4 Nature of the Agreement

The agreement resulting from this RFP is a concession operating agreement, not a lease of real property and not a contract under which the City pays the Operator a fee. The Operator will not acquire any leasehold or ownership interest in the Facility. The Operator will pay the City the Concession Fee described in Section 4 and will retain all remaining Gross Receipts as its compensation. Proposers should note that the Operator's use of a public facility may be subject to ad valorem taxation under Section 196.199, Florida Statutes, and that any such tax assessed on the Operator's interest will be the Operator's responsibility.

SECTION 2 – DEFINITIONS

Agreement: The Haul-Out Facility Operating Agreement to be executed between the City and the selected Operator.

City Representative: The City Manager or the City Manager's designee.

Concession Fee: The Monthly Base Fee and the Percentage Fee, together, payable by the Operator to the City under Section 4.1.

Facility: The City Haul-Out Facility, including the mobile boat hoist, lift well, work apron, upland yard area, wash-down area, and all related City-owned improvements and equipment described in Section 1.3.

Fee Schedule: The City's schedule of customer charges for Haul-Out Services, Launch Services, and the other services described in Section 3.1, attached to this RFP as Exhibit A, as amended under Section 4.3.

Gross Receipts: All money and the fair value of any other consideration charged, received, or receivable by the Operator, or by anyone acting on its behalf, for any service performed at or using the Facility, whether paid in cash, by credit or debit card, by check, by electronic transfer, by trade, or on account, and whether or not collected. Gross Receipts exclude only (a) Florida sales and use tax and local discretionary surtax collected from customers and remitted to the State; and (b) refunds actually paid to customers for services not performed, if documented.

Haul-Out Services: The lifting of a vessel from the water using the mobile boat hoist, transport to the work apron or yard, and related services described in Section 3.1.

Haul-Out Revenue: All Gross Receipts from Haul-Out Services, Launch Services, short-hold services, bottom pressure washing, blocking and re-lifting, and every other service described in Section 3.1, including any after-hours, emergency, or storm-preparation charges for those services, without deduction for any cost or expense. If a haul-out or launch service is bundled with, discounted against, or priced as part of any other service or package, the full Fee Schedule value of the haul-out or launch component shall be included in Haul-Out Revenue. Revenue from Additional Services authorized under Section 3.2 is not Haul-Out Revenue but remains part of Gross Receipts for reporting and audit purposes.

Launch Services: The transport of a vessel from the apron or yard and its placement in the water using the mobile boat hoist.

Localized Upkeep: The routine, day-to-day care and upkeep of the Facility and equipment, including cleaning; debris, trash, and waste removal; routine cleanout of the wash-down collection and filtration system; care of blocking equipment; and correction of any condition caused by the Operator's operations, employees, subcontractors, or customers. Localized Upkeep does not include the City maintenance and repair obligations listed in Section 3.5.

Monthly Base Fee: The flat fee of One Thousand Five Hundred Dollars ($1,500.00) per month payable by the Operator to the City under Section 4.1.

Operator: The firm selected through this RFP to operate the Facility under the Agreement.

Percentage Fee: Ten percent (10%) of all Haul-Out Revenue, payable monthly by the Operator to the City under Section 4.1.

SECTION 3 – SCOPE OF SERVICES

3.1 Services to Be Provided

The Operator shall furnish all personnel, supervision, and operating supplies necessary to provide the following services to the public at the Facility:

1. Haul-out of vessels within the rated capacity and dimensional limits of the mobile boat hoist.
2. Launch of vessels.
3. Short-hold services, meaning holding a vessel in the slings for bottom inspection, cleaning, or minor work.
4. Pressure washing of vessel bottoms on the wash-down pad immediately following haul-out, subject to all environmental requirements in Section 3.6.
5. Blocking and setting vessels on stands in the designated yard area, and re-lifting blocked vessels for launch.
6. Scheduling, customer intake, collection of charges, and recordkeeping for all services.

3.2 Additional Services

This Agreement is limited to haul-out and launch services. The City will entertain the operation of marina enterprises such as vessel repair, painting, fiberglass, mechanical, or electrical work; long-term or dry-rack storage; fuel sales; brokerage; or marine retail and pro-shops, and or any other commercial or tourist activity. By allowing the selected vendor to operate complementary, marine-style businesses alongside core haul-out operations, the city aims to create a vibrant waterfront hub. This strategy directly supports local economic development by diversifying revenue, creating jobs, and attracting both tourists and commercial maritime traffic. The City would like to transform a functional industrial yard into an active waterfront destination, encouraging tourists to stay longer and increase their local spending. No additional fee, rent, or percentage will be charged on revenue from Additional Services; the Operator's use of the Facility for approved Additional Services is covered by the Monthly Base Fee. Additional Services require the City's prior written approval, all required permits, and the insurance required by Section 5.15.

3.3 Operating Requirements

1. Hours of Operation. The Operator shall provide services, at a minimum, Monday – Friday from 8:00 to 5:00 excluding City-observed holidays, and the hours are posted on the perimeter fence at the entrance of the Facility and online. The Operator shall provide reasonable after-hours and emergency haul-out service, including in advance of named storms, at the approved after-hours rate. During the summer season, Saturday operation could be required.
2. Equal Access. Services shall be available to the public on a first-come, first-served or scheduled basis without discrimination. The Operator shall give scheduling priority to commercial fishing vessels homeported in Apalachicola, as set out in the Facility rules.
3. Staffing and Qualifications. The Operator shall designate a Facility Manager as the City's single point of contact. The mobile boat hoist shall be operated only by personnel who have completed manufacturer or equivalent operator training, and every lift shall be performed with at least one qualified operator and one qualified ground/rigging person.

4. Lift Limits. The Operator shall not lift any vessel exceeding the hoist's rated capacity or dimensional limits and shall determine vessel weight and sling placement using manufacturer data, owner information, and industry practice before each lift.
5. Customer Agreements. The Operator shall require each customer to sign a haul-out service agreement, in a form approved by the City, that identifies the vessel, owner, insurance, and sling-point information, and that includes a release and indemnity in favor of the City and the Operator to the extent permitted by law.
6. Facility Rules. The Operator shall comply with and enforce Facility rules adopted by the City, which may be amended from time to time.
7. Condition of Premises. The Operator shall keep the apron, yard, and lift well clean, orderly, and free of debris, and shall remove all trash generated by operations.
8. Utilities. The Operator shall pay all charges for electricity, water, sewer, solid waste, telephone, and internet service used at the Facility, including service used for any Additional Services, together with any deposits, connection fees, and late charges. Separately metered services shall be placed in the Operator's name as of the commencement date. For any service that is not separately metered, the Operator shall reimburse the City within thirty (30) days after receipt of the City's invoice.
9. Insurance. The Operator shall, at its own expense, procure and maintain the insurance required by Section 5.15 for the full term, covering both the haul-out operations and any Additional Services.

3.4 Equipment Care and Daily Inspection

The Operator shall use the mobile boat hoist and all Facility equipment in a careful and proper manner, consistent with the manufacturer's operating manual. The Operator shall:

1. Perform and document a pre-operation inspection of the mobile boat hoist each operating day, including slings, wire rope or chain, hydraulics, brakes, tires, steering, and safety devices, using a checklist approved by the City.
2. Immediately remove the hoist from service and notify the City Representative of any defect, malfunction, unsafe condition, or damage.
3. Report any accident, injury, dropped vessel, or damage to a vessel, equipment, or property to the City Representative within two (2) hours, followed by a written report within twenty-four (24) hours.
4. Not modify, alter, or relocate the hoist or any Facility improvement without the City's prior written consent.

3.5 City Responsibilities

Except for Localized Upkeep, which is the Operator's responsibility under Section 5.16, the City shall be responsible, at its expense, for the maintenance and repair of the Facility and the mobile boat hoist, including:

1. Scheduled preventive maintenance of the mobile boat hoist in accordance with the manufacturer's recommendations.
2. Repair and replacement of hoist components, including slings, hydraulic components, engine, tires, and structural members, except where the need for repair results from the Operator's negligence, misuse, or failure to comply with this Agreement, in which case the cost shall be borne by the Operator.

3. Annual inspection and load testing of the mobile boat hoist by a qualified third party.
4. Maintenance and repair of the lift well, piers, aprons, wash-down system, and other City-owned improvements.
5. The City of Apalachicola shall retain and maintain overall property and liability **insurance** for the primary municipal haul-out infrastructure. This includes the physical bulkhead, concrete wash-down pad structure, and fixed city-owned assets. The city's coverage is strictly limited to the foundational infrastructure and does not extend to the vendor's business liabilities, third-party vessels under the vendor's care, or vendor employees.
6. The City does not guarantee any minimum volume of business or level of revenue and shall not be liable to the Operator for lost revenue during any period when the hoist or Facility is out of service for maintenance, repair, storm preparation, or other cause.

3.6 Environmental Compliance

1. The Operator shall comply with all applicable federal, state, and local environmental laws, including the Clean Water Act, Chapter 403, Florida Statutes, and the conditions of any permit issued for the Facility.
2. No pressure-wash water, bottom paint residue, solvents, oils, or other pollutants shall be discharged to surface waters, storm drains, or unpaved ground. Wash-down shall occur only on the designated wash-down pad and in accordance with the Facility's wash-water collection system and the Florida Department of Environmental Protection's best management practices.
3. The Operator shall maintain spill-response materials at the Facility and shall immediately contain and report any spill to the City and to the appropriate agencies as required by law.
4. The Operator shall cooperate with the City in maintaining or obtaining Florida Clean Marina designation for the Facility, if pursued by the City.

3.7 Safety

The Operator shall comply with all applicable OSHA standards and shall maintain a written safety program for the Facility, including procedures for vessel lifting, blocking, pedestrian control during lifts, and hurricane preparedness. The Operator shall submit a Facility Hurricane and Storm Plan to the City within thirty (30) days after the Agreement commences and secure the hoist and Facility when a tropical storm or hurricane watch is issued for Franklin County.

3.8 Transition

The Operator shall be prepared to begin full operation within 30 days after execution of the Agreement. The City will provide a joint inspection and inventory of the Facility and equipment at commencement and expiration or termination. Upon expiration or termination, the Operator shall cooperate in transitioning services to the City or a successor operator.

SECTION 4 – COMPENSATION AND CONCESSION FEE

4.1 Concession Fee

In consideration of the right to operate the Facility, the Operator shall pay the City a Concession Fee consisting of (a) a flat Monthly Base Fee of One Thousand Five Hundred Dollars ($1,500.00), plus (b) a Percentage Fee equal to ten percent (10%) of all Haul-Out Revenue. The Monthly Base Fee is due every month regardless of revenue, volume, or season, and shall be prorated for any partial month at the beginning or end of the term. The Percentage Fee is calculated on Haul-Out Revenue without deduction for any operating expense, labor, fuel, insurance, credit card processing fee, bad debt, or other cost of the Operator. The Operator shall retain all remaining Gross Receipts. The City shall not pay the Operator any fee, subsidy, or reimbursement.

4.2 Remittance and Reporting

1. On or before the fifteenth (15th) day of each month, the Operator shall remit to the City the Monthly Base Fee and the Percentage Fee on all Haul-Out Revenue for the preceding month, together with a Monthly Revenue Report in a form approved by the City.
2. The Monthly Revenue Report shall list, for each service transaction, the date, customer and vessel name, vessel length and type, service performed, rate charged, amount collected, and payment method, shall separately total Haul-Out Revenue and all other Gross Receipts, and shall be certified as true and correct by the Operator.
3. Remittances not received by the due date shall accrue a late charge of 5% of the amount due and interest at the rate established under Section 55.03, Florida Statutes, until paid. Repeated late remittance is a default under the Agreement.
4. The Operator shall use a point-of-sale or invoicing system acceptable to the City that issues sequentially numbered receipts for every transaction and can produce transaction-level reports. The City shall have read-only access to transaction data upon request.
5. The Operator shall not offer free, discounted, or bartered services except as provided in the Fee Schedule, and the fair value of any such services shall be included in Gross Receipts and, for haul-out and launch services, in Haul-Out Revenue.

4.3 Fee Schedule (Exhibit A)

Customer charges for all services described in Section 3.1 are set by the City's Fee Schedule, attached to this RFP as Exhibit A. The Fee Schedule shall govern all customer charges, and the Operator shall not charge any rate that is not stated in it. The Operator may request rate adjustments no more than once per contract year, and no adjustment shall take effect without the City's written approval. The Fee Schedule shall be posted conspicuously at the Facility.

4.4 Records and Audit

The Operator shall keep complete and accurate books and records of all Gross Receipts and Haul-Out Revenue in accordance with generally accepted accounting principles for at least five (5) years after the end of each contract year. The City or its designated auditor may inspect and audit these records upon five (5) business days' notice. If an audit reveals an underpayment, the Operator shall pay the deficiency with interest within thirty (30) days. If the underpayment exceeds three percent (3%) of the amount due for the audited period, the Operator shall also reimburse the City's reasonable audit costs. Within ninety (90) days after the end of each contract year, the

Operator shall submit an annual statement of Gross Receipts and Haul-Out Revenue certified by an officer of the Operator.

4.5 Public Records

The Operator shall comply with Section 119.0701, Florida Statutes. To the extent the Operator is acting on behalf of the City, the Operator shall keep and maintain public records required by the City to perform the service; upon request from the City's custodian of public records, provide the City 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 by law; ensure that public records that are exempt or confidential are not disclosed except as authorized by law; and, upon completion of the Agreement, transfer all public records to the City or keep and maintain them as required by law.

IF THE OPERATOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE OPERATOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Michelle Hay CITY CLERK, 1 BAY AVENUE, APALACHICOLA, FL 32320; (850) 653-9319; mhay@cityofapalachicola.com.

SECTION 5 – PROCUREMENT RULES AND INFORMATION

5.1 Contact Person

All questions regarding this RFP shall be submitted by email to Micah Priest, Operations Director, at mpriest@cityofapalachicola.com, no later than the date and time stated in Section 5.2. Questions submitted after that time will not be answered. DIRECTING QUESTIONS TO ANY OTHER CITY STAFF OR OFFICIAL IS PROHIBITED AND MAY RESULT IN DISQUALIFICATION. Interpretations or clarifications will be issued by addendum and posted on the City's website. By submitting a proposal, the Proposer acknowledges receipt of all addenda.

5.2 Calendar of Events

Listed below are the important actions and dates by which they must be completed. If the City changes any of these dates, it will do so by addendum. All times are Eastern Time.

Date / Time	Action
11/13/2026	RFP issued and advertised
11/18/2026, 10:00 A.M.	Optional pre-proposal site visit at the Facility (individual visits by appointment through 11/25/2026)
12/2/2026, 2:00 P.M.	Last day to submit questions
12/7/2026, 5:00 P.M.	Answers posted by addendum
12/16/2026, 12:00 P.M.	Proposals due / public opening
January 2027	Evaluation committee meeting
January 2027	In-Person Meetings with City and Vendors, if needed.
January 2027	Selection and City Commission Approval
February 2027	Notice to Proceed and Executed Contract

5.3 Proposal Opening

Proposals shall be received at Apalachicola City Hall, 1 Bay Avenue, Apalachicola, Florida 32320, Attention: Operations, by the specified date and time, and will be opened publicly. The names of the Proposers will be read aloud.

5.4 Cost of Preparing Proposal

Neither the City nor its representatives shall be liable for any expenses incurred in connection with the preparation of a proposal, attendance at the site visit, or presentations.

5.5 Public Records and Exemptions

Proposals become public records subject to Chapter 119, Florida Statutes, upon notice of an intended decision or thirty (30) days after opening, whichever is earlier. A Proposer claiming that any portion of its proposal is exempt from disclosure must identify the specific material and the statutory basis for the exemption. Financial statements submitted to demonstrate financial capability should be placed in a separate sealed envelope marked “Confidential Financial Information.”

5.6 Rejection of Proposals

The City reserves the right to accept or reject any or all proposals, to waive informalities and minor irregularities, and to reject any proposal that is nonresponsive, from a Proposer that is not responsible, or that the City determines is not in its best interest. The City may cancel this solicitation at any time before execution of the Agreement.

5.7 Cone of Silence

From the issue date of this RFP until the City Commission awards the Agreement, Proposers and their representatives are prohibited from communicating with any City Commissioner, the City Manager, any evaluation committee member, or City staff regarding this RFP, except communications with the designated Contact Person, statements made at the site visit or at publicly noticed meetings, and written communications as provided herein. No person may lobby on behalf of a Proposer during this period. Violation of this provision shall result in disqualification.

5.8 Public Entity Crimes

Pursuant to Section 287.133(2)(a), 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 proposal on a contract with a public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

5.9 Scrutinized Companies

Pursuant to Section 287.135, Florida Statutes, the City may terminate the Agreement if the Operator is found to have submitted a false certification, has been placed on the Scrutinized Companies that Boycott Israel List, is engaged in a boycott of Israel, or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

5.10 Employment Eligibility Verification (E-Verify)

Pursuant to Section 448.095, Florida Statutes, the Operator and any subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees, and the Operator shall obtain an affidavit from each subcontractor stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien.

5.11 Anti-Human Trafficking

Pursuant to Section 787.06(13), Florida Statutes, the Operator must provide, under penalty of perjury, an affidavit attesting that it does not use coercion for labor or services. The affidavit is included as Form 7.11 and must be executed by an officer or representative of the Proposer.

5.12 Drug-Free Workplace

Proposers shall complete the Drug-Free Workplace Certification (Form 7.6) in accordance with Section 287.087, Florida Statutes.

5.13 Protest

Protests arising from this solicitation shall be resolved in accordance with the City of Apalachicola Procurement and Purchasing Policies.

5.14 Term of Agreement

The initial term of the Agreement shall be three (3) years from the commencement date. The Agreement may be renewed by mutual written agreement for up to two (2) additional one-year terms (years 4 and 5), for a maximum total term of five (5) years. Either party may terminate for convenience upon 90 days' written notice. The City may terminate for cause upon written notice if the Operator fails to cure a default within the cure period stated in the Agreement, or immediately in the case of a safety hazard, failure to remit revenue, or loss of required insurance.

5.15 Insurance Requirements

Before commencing operations and throughout the term, the Operator shall obtain and maintain, at its own expense, the following insurance from companies authorized to do business in Florida with an A.M. Best rating of A- VII or better. All policies except workers' compensation shall name the City of Apalachicola, its officials, employees, agents, and volunteers as additional insureds on a primary and non-contributory basis, and shall include a waiver of subrogation in favor of the City. Certificates of insurance and endorsements shall be provided before commencement and upon each renewal, and the City shall receive thirty (30) days' written notice of cancellation or material change.

Coverage	Minimum Limits
Commercial General Liability, including premises/operations, products/completed operations, and contractual liability	$1,000,000 per occurrence / $2,000,000 aggregate
Marina Operators Legal Liability (care, custody, and control of customer vessels, including while in slings, in transit, and on blocks); if repair services are offered, Ship Repairer's Legal Liability	$1,000,000 per occurrence, or the value of the largest vessel serviced, whichever is greater
Workers' Compensation, including U.S. Longshore and Harbor Workers' Compensation Act and Maritime/Jones Act endorsements as applicable	Statutory
Employer's Liability	$1,000,000 each accident / disease

Coverage	Minimum Limits
Business Automobile Liability (owned, hired, and non-owned)	$1,000,000 combined single limit
Pollution Legal Liability	$1,000,000 per occurrence
Property Insurance on the Operator's equipment, tools, inventory, and any Operator-owned improvements	Full replacement cost
Umbrella / Excess Liability	$2,000,000

The City reserves the right to adjust insurance requirements during negotiations based on the Facility's risk profile and the advice of the City's insurer.

5.16 Indemnification

To the fullest extent permitted by law, the Operator shall defend, indemnify, and hold harmless the City, its officials, employees, agents, and volunteers from and against all claims, damages, losses, fines, and expenses, including reasonable attorney fees and costs of appeal, arising out of or relating to the Operator's operations at the Facility, including bodily injury, death, damage to vessels or other property, and environmental contamination, except to the extent caused by the sole negligence of the City. Nothing in this RFP or the Agreement shall be construed as a waiver of the City's sovereign immunity or of the limits of liability set forth in Section 768.28, Florida Statutes.

Operator Responsibility for Pollution, Over-Water Violations, and Localized Upkeep. Notwithstanding the foregoing or any other provision of this RFP or the Agreement, the private contractor (the Operator) is fully responsible for all pollutant liability, over-water maintenance violations, and localized upkeep, holding the City entirely harmless. This responsibility includes, without limitation, any fine, penalty, cleanup, remediation, natural-resource damage, or third-party claim arising from any discharge or release of pollutants, and any notice of violation issued by any federal, state, or local agency, arising from operations at the Facility during the term of the Agreement.

5.17 Performance Security

Upon execution of the Agreement, the Operator shall deliver to the City a security deposit, irrevocable letter of credit, or bond in the amount to be determined by the City Commission in order to secure payment of the Concession Fee and performance of the Operator's obligations. The security shall be maintained for the full term.

SECTION 6 – PROPOSAL CONTENTS AND EVALUATION

6.1 Minimum Qualifications

To be considered responsive, a Proposer must demonstrate the following:

1. At least three (3) years of experience within the past seven (7) years' operating a mobile boat hoist of 35 tons or greater capacity at a marina, boatyard, or public facility.
2. Authorization to do business in Florida (registration with the Florida Department of State, Division of Corporations).
3. Ability to obtain the insurance required in Section 5.15.

6.2 Proposal Format

Proposals should be prepared simply and economically and organized in the following order with tabbed sections. Proposals should not exceed twenty (20) pages, excluding required forms, resumes, certificates, and financial statements.

1. Tab 1 – Cover Letter. Proposer's legal name, address, FEIN, contact person, and a statement that the proposal is valid for one hundred twenty (120) days, signed by an authorized officer.
2. Tab 2 – Experience and Qualifications. Description of the firm and its experience operating haul-out facilities, including the size and type of hoists operated, annual lift volumes, and types of vessels served. Include resumes of the proposed Facility Manager and lift operators and copies of any operator training certificates.
3. Tab 3 – Operations and Staffing Plan. Proposed hours, staffing, scheduling and customer-intake procedures, approach to serving commercial fishing and recreational customers, after-hours and storm-response service, and transition plan.
4. Tab 4 – Safety and Environmental Plan. Summary of safety program, lift and blocking procedures, daily inspection practices, wash-water and spill-control practices, and safety record (OSHA recordables and any vessel-damage claims in the past five years).
5. Tab 5 – Revenue Controls. Description of the point-of-sale or invoicing system, cash-handling controls, and reporting procedures the Proposer will use.
6. Tab 6 – References. At least three (3) references, preferably from public entities or marina owners, with contact names, phone numbers, and email addresses.
7. Tab 7 – Financial Capability. Most recent two years of financial statements or tax returns (in a separate sealed envelope) and evidence of insurability.
8. Tab 8 – Required Forms. All forms in Section 7, fully completed and executed.

6.3 Evaluation Process

- The City Manager shall appoint an Evaluation Committee of not fewer than three (3) members.
- Committee members shall independently score each responsive proposal using the criteria in Section 6.4. Committee meetings are open to the public.
- The Committee may request oral presentations or site visits from the highest-ranked Proposers and may adjust scores following presentations.

- The Committee shall rank Proposers and forward its recommendation to the City Commission. The City may negotiate the final terms of the Agreement with the top-ranked Proposer and, if negotiations fail, proceed to the next-ranked Proposer.

6.4 Evaluation Criteria

Criteria	Maximum Points
Experience and qualifications of firm and key personnel (Tab 2)	25
Operations and staffing plan, including service to commercial fleet and storm response (Tab 3), Safety/Environmental Plan and Record	25
Revenue controls and reporting (Tab 5)	25
References and financial capability (Tabs 6–7)	25
Total	**100**

SECTION 7 – REQUIRED FORMS

7.1 Proposal Form

City of Apalachicola

1 Bay Avenue

Apalachicola, Florida 32320

Date: _____

The undersigned Proposer, having examined this RFP and all addenda, having had the opportunity to attend the optional site visit, and being familiar with the Facility and the conditions affecting the work, proposes to operate the City Haul-Out Facility in accordance with RFP No. 2026-011 for a Concession Fee payable to the City of a flat Monthly Base Fee of $1,500.00 plus ten percent (10%) of all Haul-Out Revenue, and to charge customers the rates set out in the City's Fee Schedule (Exhibit A).

ADDENDA

Acknowledgment is made of receipt of the following addenda:

Addendum No. ____ Date: _____

Addendum No. ____ Date: _____

Addendum No. ____ Date: _____

Proposer (Legal Name): _____

Florida Department of State Document No.:

_____

FEIN: _____

Business Address: _____

Contact Person / Phone / Email: _____

Authorized Signature: _____

Name and Title: _____

NOTE: By signing and submitting this proposal, the Proposer acknowledges that it has read, understands, and agrees to all terms of this RFP without reservation, exception, or alteration, except as expressly stated in a separate sheet attached to this form.

7.2 Fee Schedule Acknowledgment (Exhibit A)

The undersigned acknowledges that customer charges for all services described in Section 3.1 are set by the City's Fee Schedule, attached to this RFP as Exhibit A, and agrees that, if awarded the Agreement, the Proposer will charge customers only the rates in the Fee Schedule, as amended under Section 4.3, and will post the Fee Schedule conspicuously at the Facility.

Signature: _____

Name (print): _____

Title: _____

Name of Firm: _____

Date: _____

7.3 Information Sheet for Corporate Identification

The following information will be provided to the City Attorney for incorporation in legal documents. Please ensure all spelling and capitalization is exactly as registered with the State.

Legal Name of Entity: _____

Type of Entity (corporation, LLC, partnership, sole proprietor):

_____

State of Organization: _____

Authorized to transact business in Florida: Yes / No

_____

Fictitious Name (if any): _____

Principal Business Address: _____

Mailing Address: _____

Federal Employer Identification Number:

_____

Officers / Managing Members:

Name / Title: _____

Name / Title: _____

Name / Title: _____

Name and title of individual authorized to sign the Agreement:

_____

(If the signatory is not the President, Vice President, or Managing Member, a copy of the authorizing resolution must be provided with the executed Agreement.)

7.4 Sworn Statement on Public Entity Crimes

Section 287.133(3)(a), Florida Statutes

1. This sworn statement is submitted to the City of Apalachicola by _____ (print name and title), for _____ (name of entity), whose business address is _____, and whose FEIN is _____.
2. I understand that a "public entity crime" as defined in Section 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Section 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an "affiliate" as defined in Section 287.133(1)(a), Florida Statutes, includes a predecessor or successor of a person convicted of a public entity crime, or an entity under the control of any natural person who is active in its management and who has been convicted of a public entity crime.
5. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement:

☐ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in its management, nor any affiliate of the entity, has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

☐ The entity or one of the persons listed above has been charged with and convicted of a public entity crime subsequent to July 1, 1989, but a final order of the Division of Administrative Hearings determined that it is not in the public interest to place the entity on the convicted vendor list. (Attach a copy of the final order.)

Signature: _____

Name (print): _____

Title: _____

Name of Firm: _____

Date: _____

STATE OF: _____

COUNTY OF: _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public: _____

My Commission Expires: _____

7.5 Conflict of Interest Disclosure

All Proposers must disclose whether any City of Apalachicola official or employee, or any member of their immediate family, is an owner, officer, employee, or agent of the Proposer or has any financial interest in the Proposer or in this solicitation. Failure to disclose may result in disqualification or termination.

☐ The Proposer has no actual or potential conflict of interest.

☐ The Proposer has a potential conflict of interest, which is described on the attached sheet.

Signature: _____

Name (print): _____

Title: _____

Name of Firm: _____

Date: _____

7.6 Drug-Free Workplace Certification

The undersigned certifies that, in accordance with Section 287.087, Florida Statutes, it has implemented a drug-free workplace program that includes the following:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken for violations.
2. Informing employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, available counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed for violations.
3. Giving each employee engaged in providing the services under this RFP a copy of the statement in paragraph 1.
4. Notifying employees that, as a condition of working on these services, they will abide by the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law, occurring in the workplace, no later than five (5) days after the conviction or plea.
5. Imposing a sanction on, or requiring satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted.
6. Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Signature: _____

Name (print): _____

Title: _____

Name of Firm: _____

Date: _____

7.7 Affidavit of Solvency and Disclosure of Litigation

The undersigned, being duly sworn, certifies that the Proposer possesses adequate capital to timely pay its debts and liabilities as they become due, and has not incurred and does not intend to incur debts beyond its ability to pay them as they become due.

Within the past seven (7) years, has the Proposer been a party to any lawsuit, arbitration, or formal claim arising from vessel damage, a contract dispute, or termination of a contract for cause, or had any lien or judgment filed against it? Yes ____ No ____

If yes, attach a sheet describing each matter, including the parties, amount at issue, and current status or outcome.

Signature: _____

Name (print): _____

Title: _____

Name of Firm: _____

Date: _____

STATE OF: _____

COUNTY OF: _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public: _____

My Commission Expires: _____

7.8 Non-Collusion and No-Contact Certification

The undersigned certifies that this proposal is made without collusion with any other Proposer; that no City official or employee, or member of their immediate family, has solicited, received, or been promised any financial benefit in return for favorable consideration of this proposal; and that the Proposer has complied and will comply with the Cone of Silence in Section 5.7 of this RFP. The undersigned understands that violation of these provisions shall result in disqualification.

Signature: _____

Name (print): _____

Title: _____

Name of Firm: _____

Date: _____

7.9 Scrutinized Companies Certification

Section 287.135, Florida Statutes

The undersigned certifies that the Proposer is not participating in a boycott of Israel; is not on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and is not engaged in business operations in Cuba or Syria. The undersigned understands that a false certification may subject the Proposer to civil penalties, attorney fees, and costs, and that the City may terminate the Agreement for any of the foregoing.

Signature: _____

Name (print): _____

Title: _____

Name of Firm: _____

Date: _____

7.10 E-Verify Affidavit

Section 448.095, Florida Statutes

The undersigned certifies that the Proposer is registered with and uses the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all newly hired employees; does not employ, contract with, or subcontract with an unauthorized alien; and will require any subcontractor to provide an affidavit to the same effect.

E-Verify Company Identification Number:

_____

Signature: _____

Name (print): _____

Title: _____

Name of Firm: _____

Date: _____

STATE OF: _____

COUNTY OF: _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public: _____

My Commission Expires: _____

7.11 Anti-Human Trafficking Affidavit

Section 787.06(13), Florida Statutes

The undersigned, an officer or representative of the Proposer, attests under penalty of perjury that the Proposer does not use coercion for labor or services as defined in Section 787.06, Florida Statutes. Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature: _____

Name (print): _____

Title: _____

Name of Firm: _____

Date: _____

STATE OF: _____

COUNTY OF: _____

Sworn to (or affirmed) and subscribed before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____, by _____, who is personally known to me or who has produced _____ as identification.

Notary Public: _____

My Commission Expires: _____

7.12 Indemnification and Hold Harmless Acknowledgment

The undersigned acknowledges that, if awarded the Agreement, the Proposer will defend, indemnify, and hold harmless the City of Apalachicola, its officials, employees, agents, and volunteers as set out in Section 5.16 of this RFP, including full responsibility for all pollutant liability, over-water maintenance violations, and Localized Upkeep, holding the City entirely harmless, and will procure the insurance required by Section 5.15, including Marina Operators Legal Liability coverage for customer vessels.

Signature: _____

Name (print): _____

Title: _____

Name of Firm: _____

Date: _____

7.13 Reference Form

Client / Facility	Contact Name & Title	Phone / Email	Services & Dates

EXHIBIT A – FEE SCHEDULE

[City of Apalachicola Haul-Out Facility Fee Schedule to be attached.]