



REQUEST FOR PROPOSAL – 23-001

SANIBEL FIRE & RESCUE DISTRICT

BRUSH TRUCK PURCHASE

November 2023

1) **BACKGROUND AND PROJECT OVERVIEW**

a) Purpose.

The Purpose of this Request for Proposals (“RFP”) is to provide guidelines for submission of proposals to implement the Project as described in Section 1.C., herein.

b) The District.

The Sanibel Fire and Rescue District (“District”) is an independent special district governed by Chapter 2015-191, Laws of Florida, and Chapters 189 and 191, Florida Statutes (“F.S.”), and provides emergency fire and medical rescue services to Lee County, Florida.

c) The Project.

The District is requesting sealed proposals from any manufacturer, vendor, or other entity (“Respondent”) for the design, build, and procurement of a Brush Truck (“Project”). This Project is for a specialized apparatus (Brush Truck) to support Wildland Firefighting and Special Ops in the District. Specifications for this apparatus are contained in Section 4, Scope of Work; Requirements & Specifications.

2) **TERMS AND CONDITIONS**

a) Delivery Date.

Respondents interested in submitting a proposal for the Project are instructed to submit one (1) original copy of their written, sealed proposal in paper format, at or before 12:00 PM EST on December 4th , 2023, to:

Sanibel Fire & Rescue District
Attn – Assistant Chief Chris Jackson
2351 Palm Ridge Rd, Sanibel, FL 33957
(239) 472-5525

Proposals may be submitted by U.S. Mail (postage paid), courier service, or by hand delivery. Proposals must be identified with the RFP title and “Sealed Proposal – BRUSH TRUCK – Do Not Open” marked on the sealed package. If proposals are sent via courier service, they must be placed in a sealed envelope properly identified within the courier package. Proposals received after the scheduled closing time for submission of proposals will be returned unopened.

b) Copies of RFP Documents.

Copies of the RFP documents (“Documents”) can be obtained at no charge by contacting Assistant Chief Chris Jackson at the above-referenced address, via e-mail at cjackson@sanibelfire.com or at <https://www.sanibelfire.com/rfq-rfp>.

c) Questions.

Each Respondent shall examine the Documents and shall judge all matters relating to the adequacy and accuracy of such Documents. Inquiries or requests concerning interpretation, clarification, or additional information pertaining to the Documents shall be submitted, in writing, to Assistant Chief Chris Jackson at the above-referenced address or via e-mail at cjackson@sanibelfire.com. Questions must be submitted no later than 12:00 P.M. EST on November 14th, 2023, or will not be considered. The District shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarification, or additional information can be given. If any addenda are issued to the Documents, the District will post any addenda on the District's website. It shall be the responsibility of the Respondent, prior to submitting a proposal, to review the District's website to determine if any addenda were issued and to make such addenda a part of its proposal. Respondents or persons acting on their behalf may not contact any employee or officer of the District concerning any aspect of this RFP, except in writing as provided in this RFP, until the Notice of Intended Decision is posted and becomes final. Violation of this provision may be grounds for rejecting a proposal.

d) Withdrawal of Proposal.

Proposals may be withdrawn via written notice, signed by the same person who signed the proposal, and received by the District at any time prior to opening of the sealed proposal.

e) Opening of Proposals.

All sealed proposals meeting the submission deadline will be publicly opened at a meeting on Tuesday December 5th, 2023, at 2351 Palm Ridge Rd, Sanibel, Florida 33957 at 0900.

f) Right to Accept or Reject Proposals.

Proposals that are incomplete, conditional, obscure, or contain additions not contemplated by this RFP or irregularities of any kind, or do not comply in every respect with the RFP, may be rejected as nonresponsive at the sole discretion of the District. The District does not bind itself to accept the minimum specifications stated in this RFP but reserves the right to accept any proposal which, in the judgment of the District, will best serve the needs and the interests of the District. The District reserves the right to reject all proposals and not grant any award resulting from the issuance of this RFP. The District reserves the right to reject any or all proposals in its sole discretion. The District also reserves the right to waive irregularities and technicalities and to re-advertise for additional proposals. If awarded, no contract will be formed between the Respondent and the District until a contract is executed by both parties.

g) Notice of Intended Decision.

The Notice of Intended Decision will be posted for review by interested parties on the District's website at <https://www.sanibelfire.com/rfq-rfp> and at 2351 Palm Ridge Rd, Sanibel, FL 33957.

h) Contract.

The contents of the successful Respondent's proposal will be incorporated into a written contract in terms acceptable to the District at its sole discretion. Respondent's failure to accept this information will result in the cancellation of any award.

i) RFP Dates.

The following is a list of key dates relative to this RFP:

RFP Issued by District	November 1 st , 2023
Due Date for Proposals	December 4 th , 2023
Public Meeting, Opening of Sealed Proposals	December 5 th , 2023
Evaluation Committee Meeting, Evaluation and Ranking of Proposals.	December 8 th , 2023
Board of Fire Commissioners Meeting	December 13 th , 2023
Notice of Intended Decision	December 14 th , 2023
Agreement Execution	As soon as possible after decision

j) Public Availability of Records.

Once opened, all proposals will become the property of the District and, at the sole discretion of the District, may not be returned to Respondent. Any information, reports, or other materials given to, prepared, or submitted in response to this RFP will be subject to the provisions of the Public Records Act, Chapter 119, F.S. Any Respondent claiming that its proposal contains information that is exempt from Chapter 119, F.S., must clearly segregate and mark that specific information and provide the specific statutory citation for such exemption. Section 119.071(1)(b), F.S., exempts sealed proposals from inspection, examination, and duplication until such time as the District issues a notice of intended decision pursuant to Section 120.57(3)(a), F.S., or within thirty (30) days after the proposal opening, whichever comes first. This exemption is not waived by the public opening of the proposals. Any questions regarding the application of Chapter 119, F.S., to this RFP can be directed to the District's public records custodian by telephone at (239) 472-5525, or by email at cjackson@sanibelfire.com.

k) Public Entity Crimes.

Pursuant to Subsections 287.133(2)(a) and (3)(a), F.S., a person or an affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not

transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for category two for a period of thirty-six (36) months from the date of being placed on the convicted vendors list.

l) Discriminatory Vendor List.

Pursuant to Subsection 287.134(2)(a) and (3)(a), F.S., an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

m) Taxes.

The District is exempt from state sales taxes. Therefore, the Respondent is prohibited from delineating a separate line item in its proposal for sales or service taxes. The District does not intend to imply the Respondent has no independent tax liability for services that are performed pursuant to this award.

n) Equal Employment Opportunity.

The District, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of The Department of Commerce (15 CFR, Part 8) issued pursuant to such act, hereby notifies all Respondents that it will affirmatively ensure that in any Contract entered into pursuant to this RFP, minority business enterprises will be afforded full opportunity to submit proposals in response to this RFP and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

o) Development Cost.

Neither the District nor its representatives will be liable for any expenses incurred in connection with the preparation of a proposal for this RFP. All proposals should be prepared simply and economically, providing a straightforward and concise description of the Respondent's ability to meet the requirements of this RFP.

p) Conflicts of Interest.

The award under this RFP is subject to the provisions of Chapter 112, F.S., as amended, governing conflicts of interest. All Respondents must disclose with their proposal the name of any officer, director, or agent who is also a public employee. Further, all Respondents must disclose the name of any public employee who owns, directly or indirectly, an interest of five percent (5%) or more in Respondent's firm or any of its branches.

q) Participation in E-Verify System.

In accordance with Section 448.095, F.S., beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify System to verify the work authorization status of all newly hired employees. By submitting a

proposal, Respondent certifies that it has registered for and will use the E-Verify System. Any contract awarded pursuant to this RFP shall be terminated by the District if the District has a good faith belief that the successful Respondent or subcontractor thereof has knowingly violated this requirement.

3) RESPONDENT PROFILE AND EXPERIENCE REQUIREMENTS

a) Cover Letter.

Respondent's proposal must include a cover letter signed by the individual who will have overall responsibility and accountability for all goods and services to be provided in performing the Project. The Cover Letter must include the specific information listed below:

- i) Respondent's legal name, address, and telephone number (company, firm, partnership, individual) and the e-mail address of Respondent's contact person.
- ii) A brief description of Respondent's business and capabilities.
- iii) Respondent's experience in managing projects similar to the Project.
- iv) A statement that Respondent has read and understands this RFP and is able to provide the services requested.
- v) Any exceptions to the RFP.

b) Licenses, Registrations, and Certifications.

Respondent must submit with its proposal copies of all current licenses, registrations, and certifications issued by federal, state, and local agencies, and any other licenses, registrations, or certifications from any other governmental entity with jurisdiction, allowing Respondent to perform the work required by the Project.

c) References.

Respondent must provide a minimum of three (3) references from entities that have utilized services provided by Respondent similar to those required by the Project.

4) SCOPE OF WORK; REQUIREMENTS & SPECIFICATIONS

a) Intent.

It shall be the intent of this RFP to cover the furnishing and delivery of a complete Brush Truck equipped as specified in **Attachment 1**, Brush Truck Requirements and Specifications. These specifications cover only the general requirements as to which the Brush Truck build should conform. The district agrees to consider proposal with deviations from the specifications listed in **Attachment 1**. Minor details of construction and materials, which are not otherwise specified, are left to the discretion of the Respondent, who shall be solely responsible for the design and construction of all

features.

The district will accept proposals on built to order, as well as demo, pre-built, and ready to deliver brush truck units.

Each proposal shall be accompanied by a set of "Respondent's Specifications" consisting of a detailed description of the Brush Truck and equipment proposed and to which the Brush Truck furnished under contract shall conform. These specifications shall indicate size, type, model, and make of all component parts and equipment.

b) Delivery.

To ensure proper break-in of all components while still under warranty, the Brush Truck shall be delivered under its own power - rail or truck freight shall not be acceptable. A qualified delivery engineer representing the Respondent shall deliver the Brush Truck and remain for a sufficient length of time to instruct District personnel in the proper operation, care, and maintenance of the Brush Truck and equipment delivered.

c) Delivery Time.

The Proposal shall show the number of days required to ensure delivery of the Brush Truck. Failure to state delivery time may cause the Proposal to be rejected. The successful Respondent shall notify the District immediately if the delivery schedule cannot be met. If a delay is foreseen, the successful Respondent shall provide written notice to the District. The District has the right to extend delivery time if the reason appears valid. The successful Respondent must keep the District advised of all time of the status of the delivery.

d) Inspection Trip.

One (1) final inspection trips will be provided for three (3) representatives of the District to the facility of the manufacturer building the Brush Truck. The inspection trip shall take place at a time designated by mutual agreement between the District and Respondent.

e) Workers' Compensation and Employer's Liability Insurance.

The successful Respondent shall, during the performance of the contract, keep in force at least the following minimum limits of workers' compensation insurance for all employees including supervision, administration, and management personnel:

Workers' Compensation	Statutory
Employers' Liability	\$100,000 each occurrence
	\$500,00 Disease – Policy Limit
	\$100,000 Disease – Each Employee

All such insurance shall comply with Florida Workers' Compensation Law. Coverage shall include a waiver or subrogation clause in favor of the District. The successful Respondent shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provision of a workers'

compensation law.

f) Commercial General Liability Insurance.

The successful Respondent shall, during the performance of the contract and for three (3) years following acceptance of the Brush Truck, keep in force at least the following minimum limits of commercial general liability insurance:

Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000

Coverage shall be written on a Commercial General Liability form. The policy shall be written on an occurrence form and shall include Contractual Liability coverage for bodily injury and property damage subject to the terms and conditions of the policy. The policy shall include the District as an additional insured when required by written contract.

g) Commercial Automobile Insurance.

The successful Respondent shall, during the performance of the contract keep in force at least the following minimum limits of commercial automobile insurance:

Combined Single Limit	\$1,000,000
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Coverage shall be written on a Commercial Automobile form.

h) Payment Options.

Respondent shall provide payment options, including pre-payment discounts.

i) NFPA Compliance.

The Brush Truck proposed by Respondent shall meet all the applicable requirements of the National Fire Protection Association (“NFPA”) as stated in current edition at time of contract execution. If any of the following specifications fail to meet or exceed these requirements, then bidder shall make note of such and follow NFPA guidance.

j) Warranty.

The Brush Truck and equipment shall be warranted to be free from defects in materials or workmanship under normal use and service. Each Respondent shall supply, as a part of their proposal, a copy of the warranty or warranties that they propose to provide, and in no case shall it be less than one (1) year on the entire Brush Truck.

5) METHOD OF EVALUATION AND SELECTION

a) Evaluation.

Timely, responsive proposals will be evaluated by an Evaluation Committee consisting of three (3) or more representatives of the District. Each representative will score each proposal using the criteria described in Section 5.B., herein.

b) Evaluation Method and Criteria.

Proposals will be evaluated by the following criteria:

Category	Point Range
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Organizational Profile and Qualifications	0-25
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Ability to furnish the required goods and services; performance history on similar projects; recent, current, and projected workload; willingness to meet timeframes.

Technical and Management Approach	0-25
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Project goals and objectives clearly understood; quality, creativity and depth of proposal; commitment of staff and resources; project management, controls and communications

Specification Adherence	0-25
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Proposal comprehensively addressed the specifications listed in the RFP; consideration of warranties provided; deviations from listed specifications were notated with adequate explanation

Cost	0-25
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c) Selection.

Following the opening of the properly submitted proposals, the **Evaluation Committee members will publicly meet December 8, 2023**, 9:00 A.M., at 2351 Palm Ridge Rd, Sanibel, FL 33957, to discuss and rank the proposals. At this meeting, the Evaluation Committee may select a short list of Respondents to provide oral presentations to the Evaluation Committee or the Evaluation Committee may finalize the rankings of the proposals. Individual raw scores will be ranked with the top ranked Respondent receiving a rank of one (1). In the event of a tie, the individual raw scores will be totaled, and the proposals will be ranked with the top ranked Respondent receiving the highest cumulative raw score. If the highest ranked Respondents are required to make oral presentations of their proposals to the Evaluation Committee, the initial rankings of the written proposals are subject to change based on consideration of the oral presentation. If the Evaluation Committee selects a short list of Respondents to provide oral presentations to the Evaluation Committee, the Evaluation Committee will meet at a public meeting to finalize the rankings of the proposals. The final rankings of the proposals and the Evaluation Committee's recommendation will then be presented to the Board of Fire Commissioners at a public meeting, who may request presentations and will make the final selection. It is intended that the Board of Fire Commissioners will select the Respondent with the highest ranking.