



CITY OF SEMINOLE  
9199 – 113<sup>TH</sup> STREET NORTH  
SEMINOLE, FL 33772

**REQUEST FOR PROPOSAL (RFP)  
RFP # 22-0901**

**CITY OF SEMINOLE  
FIRE STATION 29 BAY DOOR REPLACEMENT**

The City of Seminole is seeking proposals from qualified professionals to replace the existing Fire Rescue Department Bay Doors at Fire Station 29. Fire Station 29 has nine (9) commercial bay doors capable of allowing large fire department vehicles to pass in and out of the building.

Sealed proposals will be received by the City of Seminole Office of the City Clerk, **until Thursday, September 1<sup>st</sup> 2022, at 11:00 A.M.** Proposals will be publicly opened and acknowledged at City of Seminole, City Hall Council Chambers, 9199 113<sup>th</sup> Street North, Seminole, FL 33772.

**The outside of the envelope/box for the sealed proposals shall be marked as follows:**

**“DO NOT OPEN”  
“SEALED PROPOSAL: FIRE STATION 29 BAY DOOR REPLACEMENT”  
Vendor’s Name and Address**

Responses should be mailed or delivered to: Office of the City Clerk, 9199 113<sup>th</sup> Street N, Seminole, FL 33772.

**A mandatory Pre-Proposal meeting will be held at Seminole Fire Station 29 on Thursday, August 18<sup>th</sup>, 2022 at 10 A.M.** The meeting will be held at the City of Seminole Fire Rescue Department Fire Station 29, located at 11195 70<sup>th</sup> Avenue, N., Seminole, FL 33772.

All questions shall be submitted via email to **Fire Chief, Heather Burford**, at [hburford@myseminole.com](mailto:hburford@myseminole.com) and must be received no later than **1:00 P.M., on Thursday, August 25<sup>th</sup> 2022**. Responses to all questions will be posted in an addendum on the City’s website under Public Notices and on [www.demandstar.com](http://www.demandstar.com). The responsibility for submitting proposals to the City of Seminole shall be solely and strictly the responsibility of the respondent. City employees shall in no way be responsible for delays caused by the United States mail delivery or caused by any other occurrence. Proposals received after the time and date stipulated shall be considered non-responsive and returned to the respondent unopened.

Documents can be downloaded from Demand Star, or our City website [www.myseminole.com](http://www.myseminole.com) under Public Notices tab after **11:00 AM on Wednesday, August 10<sup>th</sup> 2022**.

Proposals will be publicly opened on **Thursday, September 1<sup>st</sup>, 2022, at 11:01 A.M.** at City of Seminole, City Hall, Council Chambers located at 9199 113<sup>th</sup> Street N, Seminole, FL 33772.

**REQUEST FOR PROPOSAL**  
**CITY OF SEMINOLE FIRE STATION 29 BAY DOOR REPLACEMENT**

1. **INTRODUCTION:** The City of Seminole (City) is located on the West Coast of Florida in Pinellas County, which is part of the Tampa Bay region. Pinellas County is a peninsula of land with the Gulf of Mexico located on the west side and Tampa Bay located on the east side of the City. The *City of Seminole Fire Rescue Department* (Department) is an all-hazards response agency providing emergency fire, medical, and life safety services to the residents and visitors of the Seminole Fire District. The department has four fire stations that provide coverage across 25 square miles and serves a population of approximately 110,000.
2. **SOLICITATION:** The City of Seminole is seeking proposals from qualified professionals to replace the existing Fire Rescue Department Bay Doors at Fire Station 29. Fire Station 29 is the largest of the department's four stations and all nine (9) bay doors need full replacement. The deadline for submitting sealed proposals is 11 A.M. on Thursday, September 1<sup>st</sup>, 2022.
3. **SCOPE OF WORK:** The City is soliciting sealed proposals from qualified vendor(s) to remove the nine (9) existing bay doors at Fire Station 29, then provide and install new overhead bay doors, complete with motor operators and controls, electric eyes and automatic reverse devices. New doors shall meet or exceed local wind load requirements. Complete assembly shall meet or exceed requirements of Florida Building Code. The work also consists of providing stamped and signed documents and obtaining building permits for work.
  - a. All respondents shall:
    - Be Licensed General or Building Contractor
    - Provide at time of proposal proof of insurance that meets or exceeds City of Seminole Insurance Requirements
    - This project is to be completed under an active fire station situation. A construction phasing plan must be provided to, and approved by, the City prior to commencement of construction. No more than one apparatus bay per station may be shut down at any time without permission from the Fire Chief
    - All work shall be completed Monday through Friday, 7 am to 7 pm
    - Scheduling inspections is the responsibility of the vendor

**4. PROPOSAL GUARANTY AND BOND REQUIREMENTS**

Proposers must submit a proposal bond, certified check, or cashier's check payable to the City of Seminole with the proposal and in a dollar amount representing not less than ten percent (10%) of the total amount proposed. The proposer will submit the original certified/cashier's check or signed and sealed proposal bond as part of its proposal package. number, and title clearly indicated outside of the envelope. The form of proposal bond shall be that which is attached **FORM 2** to this RFP.

## 5. DETAILED SPECIFICATION:

- a. Provide professional design and permit drawings for the bay door replacement.
- b. Submit for, track, and furnish all City permits (fees to be paid by owner).
- c. Furnish and install nine (9), new bay garage doors to match the existing openings at Fire Station 29, located at 11195 70<sup>th</sup> Avenue, N., Seminole, Florida 33772, color choice by owner. To include doors with one row of windows, associated springs, tracks, lift motors, electronic remotes, etc., to handle extremely heavy use in fire station setting.
- d. Provide and install all necessary electrical components (wiring/grounding/bonding) for the bay door replacements.
- e. Furnish and install bay doors to meet or exceed the design loads for the appropriate wind speeds as per the Florida Building Code.
- f. Removal of existing bay doors to include transportation and disposal of doors in accordance with all local, state, and federal laws.
- g. Clean-up/disposal of construction debris/materials.
- h. Warrantee information and product specification shall be submitted with proposal.

### **ADDITIONAL INFORMATION FOR BAY DOOR REPLACEMENT**

#### **Rights of the City**

The City reserves the right to reject any and all proposals or part thereof, to waive all technicalities, or to negotiate separately in a manner necessary to serve the best interests of the City. It also reserves the right to be the sole judge of the suitability of all proposals for use by the City. The City reserves the right to waive informalities and to terminate this solicitation process.

#### **Definitions**

- A. The “City of Seminole” shall also be understood to be completely interchangeable with the terms “City,” “Department,” or “Purchaser.”
- B. “Respondent” shall also be understood to be synonymous with the terms “Contractor” or “Vendor.”

#### **Mandatory Pre-Proposal Meeting**

A mandatory Pre-Proposal meeting will be held at Seminole Fire Station 29 on Thursday, August 18<sup>th</sup>, 2022 at 10 A.M. The meeting will be held at the City of Seminole Fire Rescue Department Fire Station 29, located at 11195 70<sup>th</sup> Avenue, N., Seminole, FL 33772.

### **Preparation of Proposal**

To be considered, all proposals shall be made in accordance with this Request for Proposal (RFP). The eventual agreement entered into between the City and successful respondent, whether it be by Purchase Order or other document, shall include the terms of this RFP and the successful respondent's proposal. In the event of a conflict between such documents, the City's form of agreement and RFP shall prevail.

Proposals will be prepared in accordance with the following:

- A. All forms and required information submissions shall be included with the respondent's proposal. Failure to provide all required information and to complete and execute all necessary forms will result in the proposal being found non-responsive.
- B. The City's enclosed **Vendor Proposal FORM 1 & FORM 2** are to be completed and to accompany every proposal.
- C. All information required by the **Vendor Proposal FORM 1 & FORM 2** shall be furnished. Respondents shall print or type their names and manually sign their proposals.
- D. The City of Seminole is exempt from payment of sales taxes so proposals shall not include sales taxes in proposed prices. An exemption certificate will be signed, where applicable, upon request.
- E. Each respondent shall thoroughly examine and be familiar with the details set out in this RFP. Failure or omission of any respondent to receive or examine any form, instrument, addendum or other documents, shall in no way relieve the respondent from any obligation with respect to complying with the terms of the eventual Purchase Order or other form of contract between it and the City. The submission of a proposal shall be taken as prima facie evidence of knowledge of the terms of this section.
- F. Vendors are advised that all City contracts are subject to all legal requirements provided for in the Purchasing Policy and/or State and Federal Statutes.
- G. All questions shall be submitted via email to Fire Chief Heather Burford at [hburford@myseminole.com](mailto:hburford@myseminole.com) and must be received no later than **1:00 P.M. local time, on August 25<sup>th</sup>, 2022**. Responses to all questions will be posted in an addendum on the City's website under Public Notices and on [www.Demandstar.com](http://www.Demandstar.com).
- H. No oral interpretations will be made to any respondent as to the meaning of the details or any other Contract Documents. Every request for such an interpretation must be in writing and shall be received by the Fire Chief by

the deadline set forth herein. Where necessary, interpretations made to a respondent will be in the form of an Addendum to the Contract Documents, and when issued, will become part of this RFP. All addenda will be posted on the City website and on [www.Demandstar.com](http://www.Demandstar.com). It shall be the respondent's responsibility to monitor for and review any addenda issued.

- I. Conditional proposals, which seek to except any minimum requirement of the City, will be deemed non-responsive.

### **Submission of Proposals**

- A. All proposals shall be complete and should convey all information requested by the City. If errors are found in the vendor's proposal, the City will be the sole judge as to whether that variance is significant enough to reject the proposal.
- B. The City will not be responsible for any expenses incurred by any firm in preparing and submitting a response or traveling to conduct interviews or demonstrations.
- C. All proposals shall provide straightforward, concise delineation of the firm's capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content. The City or its agents shall be the sole judge of quality and completeness in its best interest. The City's decisions regarding such matters shall be final.
- D. **Proposals shall be enclosed in a sealed envelope or box addressed to the City of Seminole Office of the City Clerk, at 9199 113<sup>th</sup> Street North, Seminole, FL 33772.** The name and address of the vendor shall be placed on the outside of the envelope along with the words "DO NOT OPEN SEALED PROPOSAL: FIRE STATION 29 BAY DOOR REPLACEMENT".
- E. Proposals must be submitted via hand-delivery, U.S. Mail or courier service. Faxed or emailed proposals will not be considered.
- F. Additional Purchases by Other Public Agencies. The respondent by submitting a proposal authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this RFP.

### **Rejection of Proposal**

- A. The City may reject a proposal if:
  - i. The vendor misstates or conceals any material fact in the proposal,
  - ii. The proposal does not strictly conform to the law or requirements of the proposal,
  - iii. Respondent fails to follow the submission instructions in this RFP,or,

- iv. The proposal is conditional.
- B. The City will award to the lowest responsive, responsible proposals. To be a responsible respondent, the respondent shall have the capability in all respects to supply and timely deliver the items sought herein consistent with the project details identified. The responsibility of respondents will be considered by the City's staff once proposals are opened. The City reserves the right to reject or otherwise disregard any ambiguous proposals which are uncertain as to terms, delivery, quantity, quality or compliance with these project details. The City also reserves the right to reject any or all proposals when, in the City's judgment, the vendor is not in a position to supply the equipment.

### **Withdrawal of Proposal**

- A. Any proposal may be withdrawn up until the due date and time set for opening of the proposals. Any proposal not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the RFP, until one or more of the proposals have been duly accepted by the City.
- B. Proposals may be withdrawn prior to the time set for the opening. Withdrawal of a submitted proposal must be made in writing, signed by the official who signed the original proposal, and delivered to the City prior to the proposal submission deadline.

### **Late Proposals or Modifications**

- A. Proposals or modifications received after the time set for the opening will not be considered.
- B. Substitute proposals received prior to the time set for the opening will be accepted.
- C. Vendors will be permitted to arrange for inspections necessary to complete their proposals.

### **Award of Contract**

- A. The contract will be awarded to the best **responsible** respondent whose proposal conforms to the Request for Proposal and is most advantageous to the City of Seminole. Proposals received shall be evaluated by the City of Seminole Fire Rescue Department and Public Works Department.
- B. A statement of financial condition and/or Dun and Bradstreet rating may be required by the purchaser prior to any award of contract.

- C. The vendor shall disclose any current or pending recalls and current or pending litigation regarding failure to deliver or comply with specified components on complete vessels.
- D. A purchase order or similar acceptance of a proposal by the City shall result in a binding contract without further action by either party.

### **Prices, Terms and Payment**

- A. **All prices must be specified on the Vendor Proposal Form 1 to include Proposal Bond.**
- B. Any and all discounts or rebates, except cash discounts for prompt payments, must be incorporated as a reduction in the proposal price and not shown separately. The price as shown on the proposal shall be the price used in determining award(s).
- C. Prices shall be firm and good for ninety (90) days after the proposal opening.
- D. Proposals shall not include federal excise or state sales taxes in proposal prices of products only as these are not applicable to municipalities.
- E. Full payment will be made when the items are received, inspected, and found to comply with specifications, and properly invoiced. All invoices shall bear the purchase order number. Final payment will be made within thirty (30) working days of receipt of said invoice.

### **Collusion**

The vendor, by affixing its signature to this proposal, agrees to the following: “Vendor certifies that its proposal is made without previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same item(s) and is in all respects fair without outside control, collusion, fraud or otherwise illegal action.”

### **Variance in Condition**

Any and all special conditions and specifications attached hereto, which vary from these General Conditions, shall have precedence.

### **City Indemnification Regarding Patents and Copyrights**

The Vendor agrees to indemnify, save harmless and defend the City, its officials, agents, servants and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and reasonable attorney’s fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to any property, which may arise or which may be alleged to have arisen, whether in whole or in part, out of or in connection with the actions or omissions of the Vendor, the Vendor’s agents, subcontractors, delegates, transferees or assigns or anyone else for which acts the Vendor may be liable.

### **Public Information**

- A. After proposal opening, any and all information set forth in a proposal is considered public and may be reviewed by any persons interested in doing so.
- B. Vendors shall comply with Florida Statutes § 119.0701, and shall specifically:
  1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
  2. Provide the public with access to the public record on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost otherwise provided by law.
  3. Ensure that public records that are exempt of confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in the possession on the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records that are confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public Agency in a format that is compatible with the information technology systems of the public agency.

### **"Or Equal" Determination**

Where proposing other than specified, the determination of equivalency will be at the sole discretion of the City and its specialized personnel.



**VENDOR PROPOSAL FORM 1**  
**FOR**  
**FIRE STATION 29 BAY DOOR REPLACEMENT**  
**SIGNATURE ACKNOWLEDGEMENT**

**(Please Print in Ink or Type)**

To: City of Seminole, a Florida municipal corporation

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same construction, service, or material and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Request for Proposal and certify that I have read and understand the proposal documents. I have completed and submitted all proposal submittals and I am authorized to sign this proposal for the Vendor. In submitting a proposal to the City, the Vendor offers and agrees that if the proposal is accepted, the Vendor will convey, sell, assign or transfer to the City all rights, title, and interest in and all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Vendor.

\_\_\_\_\_  
RESPONDENT/VENDOR NAME

\_\_\_\_\_  
POINT OF CONTACT NAME

\_\_\_\_\_  
MAILING ADDRESS

\_\_\_\_\_  
CITY, STATE and ZIP CODE

\_\_\_\_\_  
(AREA CODE) TELEPHONE NUMBER

\_\_\_\_\_  
(AREA CODE) FAX NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

**Proposal**

I propose to provide the items specified in this Request for Proposal for the following pricing:

<b>FIRE STATION 29 BAY DOOR REPLACEMENT</b>	
Proposal Items	Price
Project Cost	\$
Proposal Bond Cost	\$
Length of Warranty in Years	

**Time for Completion**

The project will be completed within 180 calendar days of the City's Notice to Proceed/Receipt of Purchase Order

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
DATE

\_\_\_\_\_  
PRINTED NAME

**VENDOR SWORN STATEMENT ON PUBLIC ENTITY CRIMES FLORIDA STATUTES §  
287.133(3)(a)**

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of public entity)  
By \_\_\_\_\_  
(print individual's name and title)  
For \_\_\_\_\_  
(print name of entity submitting sworn statement)  
whose business address is \_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is \_\_\_\_\_.

*(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement)*

2. I understand that a “public entity crime” as defined in Paragraph 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 or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that “convicted” or “conviction” as defined in Paragraph 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 relating to charges brought by indictment or information after July 1, 1989, 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 Paragraph 287.133(1)(a), Florida Statutes, means:
- a) A predecessor or successor of a person convicted of a public entity crime; or
  - b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in Paragraph 287.133(1) (a), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors,

executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

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

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

\_\_\_ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECITON 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(Signature)

Sworn to and subscribed before me this \_\_\_\_ day of \_\_\_\_\_, 2022.

Personally known \_\_\_\_\_ or produced identification \_\_\_\_\_.  
(Type of identification)

State of Florida  
County of \_\_\_\_\_

My commission expires

(Notary Public)

**FORM 2: PROPOSAL BOND**

(Not to be filled out if a certified check is submitted)

PROPOSAL BOND NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_, as Principal, and \_\_\_\_\_, a corporation licensed to do business in the State of Florida as a surety, are held firmly bound unto the CITY OF SEMINOLE, FLORIDA (obligee), in the sum of \$ \_\_\_\_\_ (\$\_\_\_\_\_) (being a minimum of 10% of Respondent’s Total Proposal Amount) for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this \_\_\_\_ day of \_\_\_\_\_, 2022.

WHEREAS, said Principal is herewith submitting a proposal in response to RFP # 22-0901 (Fire Station 29 Bay Door Replacement).

NOW, THEREFORE, the condition of the above obligation is such that if said Principal/Respondent will be awarded the contract based upon said proposal within the specified time, the Principal/Respondent will execute any and all City contractual documents required and will provide all required evidence of insurance as may have been required in the RFP within five (5) calendar days from the issuance of the written Notice of Intent to Award date, or within such extended period as the City of Seminole may grant, then this obligation will be null and void. Otherwise, said Principal and Surety must pay to said Authority in money ten percent (10%) of the Principal/Respondent’s proposal amount set forth above.

Witness as to Principal: \_\_\_\_\_ (SEAL)  
(Principal)

\_\_\_\_\_  
(By)

Witness as to Surety: \_\_\_\_\_ (SEAL)  
(Surety’s name)

\_\_\_\_\_  
(By-As Attorney in Fact, Surety)

**Affix Corporate Seals and attach proper Power of Attorney for Surety.**